

Product warranty for solar modules of type AS Seginus / AS Seginus SE

Valid as of Dec. 2011

Version 1.03

As seller, AS Solar GmbH, based in Hanover, - hereinafter referred to as „AS Solar“ - is liable towards its customers in the normal manner for all claims arising on the basis of the provisions of German law.

Furthermore, solar modules of type AS Seginus / AS Seginus SE are subject to additional voluntary manufacturer warranties towards the customer. As and when required, AS Solar GmbH will bring claims arising from the manufacturer's warranties (see below) under the conditions specified hereinafter together with the customer against the manufacturer.

The manufacturer grants the customer the voluntary warranty specified below for the modules of type AS Seginus / AS Seginus SE:

The manufacturer guarantees the end user purchasing photovoltaic modules of type AS Seginus / AS Seginus SE (hereinafter referred to as Product) as new goods and putting them into operation for the first time that the Product is free from any defects in workmanship and material that may affect their proper operation.

In the event of a warranty claim, the defective Products will, at the warrantor's discretion, be repaired, replaced by a new or newly manufactured equivalent or supplemented by the addition of extra Products. This warranty applies for the period described below.

Warranty period/restriction for these Products

The warranty relating to defects in workmanship and material in the Product is valid for a period of 120 months (10 years) from the date of purchase. The warranty for the power output is valid for a total period of 25 years from the date of purchase by the end user.

A limited warranty of 90% applies for the first 10 years and a limited warranty of 80% applies for the remaining 15 years as guaranteed as minimum output on the rating plate under standard test conditions (STC).

A power loss greater than the specified values during the aforementioned period occurring as a result of defects in the quality of the material or workmanship will, at the discretion of the warrantor, be compensated by

- a) extra modules that compensate the loss,
- b) repair,
- c) replacement of the defective modules or
- d) a reduction in the purchase price or adjustment payment for the revenue loss.

Any costs incurred by removal, re-installation and transport must be borne by the user.

The repair, the replacement of modules or the fitting of extra modules does not entail a recommencement of the warranty. The warranty conditions will also not be extended.

Any modules that are replaced will become the property of AS Solar. AS Solar is entitled to supply modules of a different size, colour, shape and/or power rating in the event that equivalent modules are not available at the time of the claim.

Manufacturer:

AS Seginus → Solar Semiconductor Pvt. Ltd

AS Seginus SE → Symphony Energy

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This warranty does not apply to:

- a) Products whose exterior is damaged or defaced (vandalism),
- b) Products that have been misused, operated or handled in an abnormal manner or whose design has been changed or modified,
- c) Products that were not installed in accordance with the installation instructions,
- d) Products that are installed in a mobile or marine environment,
- e) Products that are subjected to abnormal environmental conditions such as acid rain, other kinds of pollution or similar conditions,
- f) Products that were installed on a defective base or on a base with defective parts,
- g) Products that are subjected to external corrosion or discolouration of the housing element or where such damage occurs,
- h) Products subjected to conditions of force majeure such as fire, flooding, explosion, mains power failure, accident, war, civil unrest, earthquake, volcano eruption, tsunami, lightning, artificial lightning, snow, frost, salt air, subsidence, ground fissures, landslide or similar,
- i) Products that have been repaired by unauthorised persons,
- j) Products that are deployed with or in combination with another product that is not covered by a warranty for such use,
- k) Products that have been switched with modules of other manufacturers.

The rights arising from this limited warranty are only valid for the purchaser and exclusively on presentation of the initial proof of purchase to the manufacturer.

This warranty is transferable provided the Product remains installed at the location where it was originally installed at the time of registration.

In the event of a claim, the customer is obliged to provide a detailed description of the damage, system configuration, serial number and proof of origin (e.g. invoice). Photographs of the damage must be included if the damage is visible.

The limited warranties listed in this document constitute the sole and exclusive warranties and the only compensation that the purchaser is entitled to from the manufacturer. Liability is limited to the elimination of defects as described in this document and for the periods indicated herein.

The manufacturer assumes no liability for consequential damage or loss as part of the warranty. This warranty represents the complete liability of the manufacturer towards the purchaser.

Please direct any claims that you may make to the installation firm / supplier.