

## Limited Warranty Certificate for REC Peak Energy Modules<sup>1</sup>

(valid as of September 1, 2011)

This Limited Warranty covers all modules with the REC Peak Energy name (as defined above) sold after September 1, 2011 and is valid in all member states of the European Union, the European Economic Area, countries belonging to the Eastern European Group<sup>2</sup> and further countries as listed below<sup>3</sup>.

REC MODULES PTE. LTD. (hereafter the 'Warrantor' or 'REC') issues the following voluntary warranty to the end-user who purchased the Product in one of the states mentioned above and put the Product into use for the first time (the 'Original End-User'). In addition to the rights under this Limited Warranty, the Original End-User may be entitled to statutory warranty rights under applicable national laws which shall not be affected or limited in any way by this Limited Warranty.

### I. Product Warranty

Subject to the terms and conditions of this Limited Warranty, REC warrants that the Products:

- Are free from defects in material and workmanship for a period of 10 years from the date of purchase by the Original End-User (not exceeding a maximum period of 10.5 years from the date of production as identified on the Product) (the 'Warranty Period') if installed and used in accordance with the installation instructions available to download from [www.recgroup.com](http://www.recgroup.com).
- Will remain safe and operational if cable and connector plugs are installed professionally and are not permanently positioned in water; provided however, that damage to the cable caused by abrasion on a rough surface due to insufficient fixing or to unprotected running of the cable over sharp edges is excluded. Damage caused by animals is also excluded.
- Will not experience freezing up of the aluminum frames if installed correctly.

The outer appearance of the Product, including scratches, stains, rust, mould, discoloration and other signs of normal wear and tear, which occurred after delivery or installation, do not constitute defects, provided the functionality of the Product is not affected. Glass breakage constitutes a defect only if not caused by any external influence.

If a defect occurs during the Warranty Period affecting the functionality of the Product, REC will, at its sole option:

- Repair the defective Product.
- Replace the Product with an equivalent product.
- Refund the current market price of an equivalent product at the time of the claim.

### II. Power Output Warranty

Subject to the terms and conditions of this Limited Warranty, REC warrants that the actual power output of the Product will reach at least 97% of the nameplate power output specified on the Product during the first year (calculated from the date of production as identified on the Product). From the second year, the actual power output will decline annually by no more than 0.7% for a period of 24 years, so that by the end of the 25th year, an actual output of at least 80.2% of the nameplate power output specified on the Product will be achieved.

**This Power Output Warranty covers only reduced performance due to natural degradation of the glass, the solar cell, the embedding foil, the junction box and interconnections under normal use.**

If the Product does not reach the warranted power output levels set out above when measured by the Warrantor or by an independent measuring institute agreed to prior to testing by the Warrantor, under standard test conditions (IEC 61215) and taking into account a  $\pm 3\%$  tolerance range, then REC will, at its sole option:

- Repair the Product
- Replace the Product with an equivalent product or to supply additional modules as necessary to achieve the warranted percentage of specified power output.
- Refund the current market price of an equivalent product at the time of the claim

### III. Warranty Conditions, Limitations and Exclusions

1. This Limited Warranty is not transferable by the Original End-User, except to a subsequent owner of the solar power facility at which the Product was originally installed and remains installed, provided that this solar power facility has not been altered in any way or moved from the structure or property at which it was originally installed.

<sup>1</sup> Excluding modules showing "Q3" as part of the product name.

<sup>2</sup> As defined by the regional groups of Member States to the United Nations General Assembly ([www.un.int](http://www.un.int)).

<sup>3</sup> This Limited Warranty also includes the countries of Andorra, Israel, Liechtenstein, Monaco, San Marino, Switzerland, Turkey and the Vatican City.

2. Notification of a warranty claim hereunder must be given without undue delay after detection of the defect and prior to the expiration of the applicable Warranty Period and in accordance with the procedure as set out in section IV below.
3. **Please note that this Limited Warranty does not cover, nor will the Warrantor reimburse, any on-site labor or other costs incurred in connection with the de-installation or removal of defective Products, transport or the re-installation of replaced or repaired Products or any components.**
4. The Warrantor may use remanufactured or refurbished parts or products when repairing or replacing any Products under this Limited Warranty. Any exchanged or replaced parts or Products will become the property of REC. The Warranty Periods set out in sections I. and II. above will not be extended in any way in the event of a replacement or repair of a Product.
5. This Limited Warranty requires that the Product is installed according to the latest safety, installation and operation instructions provided by REC and does not apply to damage, malfunction, power output or service failures which have been caused by: (a) repair, modifications or removal of the Product by someone other than a qualified service technician; (b) any improper attachment, installation or application of the Product or (c) abuse, misuse, accident, negligent acts, power failures or surges, lightning, fire, flood, accidental breakage, actions of third parties and other events or accidents outside REC's reasonable control and/or not arising under normal operating conditions.
6. This Limited Warranty is provided voluntarily and free of charge and does not constitute an independent guarantee promise. Therefore, if any defect materially affects the functionality of the Product or results in a power output below the warranted levels, the Original End-User's remedies are limited exclusively to the remedies set out under sections I. and II. in the warranty cases specified herein. REC assumes no warranties, express or implied, other than the warranties made herein and specifically disclaims all other warranties, merchantability or fitness for a particular purpose. REC excludes all liabilities for any special, incidental, consequential or punitive damages from the use or loss of use of the Products to perform as warranted; including but not limited to damages for loss of power, lost profits or savings nor expenses arising from third-party claims. This does not apply to the extent the Warrantor is liable under applicable mandatory product liability laws or in cases of intent or gross negligence on the part of the Warrantor.
7. This Limited Warranty shall be governed by and construed in accordance with the laws of Germany irrespective of its choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to or govern this Limited Warranty or any aspect of any dispute arising there from. REC hereby irrevocably submits to the jurisdiction of the courts of Germany for the determination of any disputes arising under this Limited Warranty.

#### **IV. Warranty Claim Procedure**

Claims under this Limited Warranty must be made by notifying the authorized distributor or seller where the Product was first purchased. A claim may be registered at:

[www.recgroup.com/warranty](http://www.recgroup.com/warranty)

For a Warranty Claim to be processed, proof of the original purchase of the Product and any subsequent sales including transfer of this Warranty need to accompany the claim. The claim must include a description of the alleged defect(s) as well as the Product's serial number(s). Prior to returning any Products or components to REC, an RMA (Return Merchandise Authorization) number is required, which may be obtained by contacting REC via the aforesaid address.

This warranty is valid for Products sold on or after September 1, 2011.

