

Product warranty

10 years for material defects or processing defects

Performance warranty

At least 90% nominal rated power within the first 10 years, at least 80% nominal rated power from year 11 to year 25 (valid from date of purchasing)

Dear Solibro customer,

You have made an excellent choice in purchasing quality modules from Solibro. The photovoltaic modules you have purchased have been manufactured with great care and have undergone a final functional test. If, however, a module shows a material defect or a processing defect or suffers a loss of power during the warranty period, we provide Solibro customers that have purchased the module from us with the following Solibro warranty, in addition to statutory warranty rights which they have against their seller in accordance with the applicable sales law.

SCOPE

Warrantor is Solibro GmbH, OT Thalheim, Sonnenallee 32-36, 06766 Bitterfeld-Wolfen, Germany.

The warranty terms and conditions apply exclusively to Solibro photovoltaic modules of the following types:

- SL2
- SL2-F

which bear our manufacturer's label and **only to customers that have purchased the photovoltaic modules from the warrantor (Solibro-Customers).**

The warranty period begins with the purchase of the solar modules by the Solibro-Customer from Solibro (Product Purchase); the date of invoice is relevant. Any performances of services under this warranty will not extend the warranty period.

Any assignment or transfer of your rights under this warranty is excluded. In the event of an assignment or transfer of a payment claim which is nonetheless effective, you shall be the only person that is entitled to enforce the claim.

10-YEARS PRODUCT WARRANTY

Solibro warrants that modules which are installed and used in accordance with the relevant product information, particularly the Installation and Operation Manual, will not show any material defects or processing defects for a period of ten years after the Product Purchase. In the event that within the warranty period a module has a defect covered by this warranty (Warranty Event), Solibro, at its choice, undertakes either to remedy the defect or to supply a module free of defects.

25-YEARS PERFORMANCE WARRANTY

In addition, Solibro provides the following performance warranty for modules which are installed in accordance with the Module Specifications, Installation and Operation Manual and operated in photovoltaic systems.

In the first ten years after the Product Purchase the CIGS modules will produce a minimum power output of at least 90% of the minimum power output specified in the module datasheet within the framework of the power tolerance. From the beginning of the 11th (eleventh) year onwards and for a duration of 15 years the CIGS modules will have a minimum power output of at least 80% of the minimum power output specified in the module datasheet. All power data refers to measurements under the STC Standard Test Conditions applicable at the beginning of this warranty. The STC Standard Test Conditions are customary standardized basic conditions for the measurement of the power of solar modules. The Standard Test Conditions are registered in the currently valid DIN EN 60904-3. The power parameters need to be measured according to the datasheet requirements.

In the event that the power output of a module falls below the minimum power output (Warranty Event) Solibro may, at its choice, compensate any differences to the guaranteed power by remedying the defect, by replacing the module or by supplying additional modules as described in the "Performance of the Warranty Services" section or by repaying the purchase price of the modules or by reducing the purchase price in proportion of the actual power to the guaranteed minimum power output. Other payments, such as compensation for expenses or for related damages, shall not be covered by this warranty.

The ensured power output of 90 percent during the first ten years as well as 80 percent from year 11 up to year 25 is not valid, if the power loss can be ascribed to defects or other exterior damage on the photovoltaic system or the solar modules, even if these were caused by a material or processing defect that would usually be covered by the product warranty.

EXCLUSION OF THE PRODUCT AND PERFORMANCE WARRANTY

Irrespective of the reason for the defect, this warranty does **not** cover the following damages:

- Damages caused by incorrect usage, modifications of the modules or incorrect handling (cf. the descriptions in the Installation and Operation Manual);
- Damages caused by incorrect installation or use, e. g. by violating the Installation and Operating Manual, incorrect static, etc.;
- Damages caused by incorrect system configuration, e.g. installation of mutually incompatible modules as well as inadequate system design, particularly incompatible inverter;
- Damages caused by incorrect or inadequate servicing or maintenance work (cf. the descriptions in the Installation and Operation Manual);
- Damages caused by the usage for purposes or in circumstances not conforming to the product specifications (as set out in the module data sheet applicable to the modules type) or not complying with the Installation and Operation Manual;
- Damages caused by environmental influences, such as contamination of any kind as well as fire, explosion, smoke or charring;
- Damages caused by acts of nature, especially lightning, hail, frost, snow, storms etc. or damages caused by acts of violence, vandalism etc.;
- Damages to the photovoltaic system in which the modules are installed, or caused by factors such as voltage fluctuations, power peaks, excess voltage, power failure etc.;
- Damages in the form of scratches, marks, mechanical wear, rust, mould, staining and other changes which occur after the delivery of the modules which do not result in any adverse effect on the mechanical stability of the product or a reduction of performance which exceeds the levels set out in the performance warranty.

The following cases are also excluded from the warranty:

- The Solibro modules are modified or processed together with non-approved components without obtaining a written approval from Solibro. The rights of the Solibro customer under this warranty shall be rendered null and void unless it is proven that the changes to the system can not have had any impact on the fault.
- The serial number or product label has been removed, changed, deleted or made unrecognisable or if it is no longer clearly distinguishable for other reasons beyond Solibro' control and therefore it is not possible to conclusively identify the modules.

- In the event of a complaint, changes to the system or components of the system (e.g. disassembly of the modules) may not be carried out before the technical inspection of the PV system during operation by the Solibro GmbH technical service is complete, in particular with a system inspection; the rights of the Solibro customer under this warranty shall be rendered null and void unless it is proven that the changes to the system can not have had any impact on the fault.

This warranty does not apply to modules which are used on mobile carriers such as motor vehicles or ships. The same applies to the usage of modules in high snow load zones which exceed the specifications set out in the Installation and Operation Manual relevant for the module.

As part of the warranty there is no claim to compensation for the reimbursement of costs for dismantling, installation or replacement, loss of profit or other indirect or consequential damages.

NOTIFICATION OF DEFECTS

The supplied modules must be checked for visible defects when they are purchased. Any defects discovered during this process must be reported immediately to Solibro. If the defects are not reported immediately the warranty becomes discharged.

If you have any questions please contact Solibro under the e-mail address service@solibro-solar.com or under the postal address: Solibro GmbH, OT Thalheim, Sonnenallee 32-36, 06766 Bitterfeld-Wolfen, Germany.

We ask for our customers' understanding that Solibro cannot accept any unauthorised return shipments of modules and the company will not take delivery of such items.

PERFORMANCE OF THE WARRANTY SERVICES

- Any warranty claim requires submission of the invoice with the purchase date.
- In all cases, Solibro shall have the choice as to how warranty claims are settled. Solibro may use the services of a customer service unit or a service partner for this purpose.
- Solibro shall pay the costs for the technical inspection and transport in case of a Warranty Event. If there is no Warranty Event these costs shall be borne by you.
- Solibro only accepts liability under the performance warranty if the performance parameters measured by Solibro pursuant to the STCs (Standard Test Conditions) are not achieved. The power parameters need to be measured according to the data-sheet requirements.

- In the event of glass breakage a static calculation to verify the substructure is an additional prerequisite for exercising a claim under the warranty.
- The modules sent to Solibro shall remain the property of the Solibro-Customer until the inspection has been completed. If Solibro provides the customer with new modules as a replacement under the terms of the warranty or reimburses the customer for the purchase price, Solibro can request that all modules covered by the warranty case (including those recognized under the complaint) be returned.
- Solibro guarantees that all spare parts used during repairs on the module will offer the same or better functionality and that they will be covered by the remaining period of the original product warranty.
- If Solibro supplies replacement or additional modules on the basis of these warranty terms and conditions the replacement or additional modules may be of a similar or equivalent type from the product range available at the time of the Warranty Event as long as they are suitable for the intended purpose and if the original module type is no longer available.

CHANGE OF CONSUMER PROTECTIONS IN AUSTRALIA (ONLY VALID FOR THE PURCHASE OF THE PRODUCTS IN AUSTRALIA)

If you have purchased this product in Australia, you should be aware that this warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement for a major failure. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

CHOICE OF LAW AND PLACE OF JURISDICTION

These warranty terms and conditions shall be exclusively governed by German law. Conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods shall not apply. Exclusive – also international – place of jurisdiction shall be Bitterfeld-Wolfen. Solibro shall also be entitled to file legal claims at the court located in the court district where the Solibro-Customer has its seat or, to the extent that the preconditions of section 21 of the German Civil Procedure Code are fulfilled, where it has a branch office.

NO LIMITATIONS OF THE STATUTORY WARRANTY RIGHTS

All statutory warranty rights which you have in case of a material defect or a legal defect against Solibro in accordance with the applicable sales law are not restricted by this warranty. You can exercise your statutory warranty rights regardless of whether there is a warranty case or whether you exercise a claim against us under this warranty.

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