

Performance Guarantee

Area of application: PV modules from GermanSolar AG, Type GSM/ GSP

1. Guarantee of performance

GermanSolar AG gives to its contracting party the following guarantee of performance in respect of photovoltaic series modules supplied, which are specifically not prototypes:

- If within a period of twenty five (25) years from the date of sale by GermanSolar the performance of a module is less than 80% of the module's minimum output as stated in the data specification or if within a period of ten (10) years from the date of sale by GermanSolar the performance of a module is less than 90% of the module's minimum output as stated in the data specification, GermanSolar shall at its own choice either replace the missing output by supplying additional modules or replace the module, provided that GermanSolar, after carrying out its own inspection with GermanSolar in-house measuring devices under industry-standard testing conditions, is able to trace such loss of output back to indications of deterioration in glass, cell or EVA film (degradation). The statutory periods shall apply at all times.
- The above shall only apply to modules installed on the mainland and to modules whose purchase price - including supplied components - was paid in due time by the purchaser. Statutory terms and conditions shall otherwise apply.
- This guarantee of performance can only be given in relation to a process of deterioration in any glass, cell or EVA film that was selected for processing by GermanSolar itself, not for any that was processed at the request of the customer.
- The exchange or additional supply of modules shall bring about neither a renewal nor an extension of the guarantee period or of the guarantee of performance. GermanSolar is entitled to supply a different type of module (different size, form, colour and/or output parameters), should the module subject to a claim no longer be manufactured at the time of the claim. The replaced modules shall pass into the ownership of GermanSolar.
- Additional or replacement supplies are the sole and exclusive services provided for by this guarantee of performance and are limited to the above-mentioned periods of time.
- The costs of removal of a defective product and return transport to GermanSolar or the authorized seller, and the costs of reinstallation are excluded from this guarantee of performance.
- Claims under this performance of guarantee may only be transferred to third parties as long as they are found to be uncontested or valid.

2. Exclusion from claim

The present guarantee of performance shall not apply to a reduction of output in a module that is attributable to a cause other than indications of deterioration in materials (degradation) specified in point 1.

No claim shall be possible if the specific conditions of use are to the greater detriment of the materials in the module and may thus produce more severe indications of deterioration. This shall specifically apply to the following conditions of module use:

- operation in an inappropriate environment or by inappropriate methods, different from product specifications, operating instructions or details attached to the model
- extreme external influences such as smoke, salt, acid rain or other forms of pollution
- use in a mobile environment, such as vehicles, boats, etc.
- any other improper use, eg. for a purpose or application other than intended, in a way that fails to comply with the relevant technical or safety-related regulations in the country in which the module is operated
- impact of forces of nature, acts of God and other unforeseeable circumstances outside the control of GermanSolar, such as earthquake, typhoon, hurricane, volcanic eruption, flood, lightning strike, snow damage etc.
- incorrect installation
- The performance of guarantee shall further not apply if the module model or serial number has been changed, erased, removed or rendered illegible.

3. Limitations on the guarantee of performance

This guarantee of performance is neither a "quality guarantee" for the module under the terms of § 443 BGB [German Civil Code] nor an "acceptance of guarantee" under the terms of § 276 BGB [German Civil Code].

This guarantee of performance shall not constitute grounds for further claims against GermanSolar, specifically claims for compensation in respect of lost profits, compensation for use, indirect damages or claims for compensation for damages external to the product.

4. Claim on the guarantee of performance

In the event of a claim under the guarantee of performance, the original invoice or receipt (with details of delivery date, module type, serial number) must be provided. Should this not happen, statutory terms and conditions shall apply.

GermanSolar shall accept no modules returned without a prior request in writing from GermanSolar itself.

This warranty and guarantee of performance shall apply to modules delivered as from 01.01.2008.

GermanSolar AG • Am Seegraben 9-10 • D-03051 Cottbus