



Luxor Solar GmbH
Königstraße 26
70173 Stuttgart
Germany

Guarantee declaration for Photovoltaic modules

Dear Luxor Solar customer(s),

Luxor Solar GmbH photovoltaic modules were carefully produced and their operational capability is subject to a thorough final inspection to meet the highest expectations. Should a photovoltaic module, nevertheless, suddenly exhibit a material and/or manufacturing defect or a loss of power one you have recourse, in addition to the legal guarantee claims entitled to you against the seller Luxor Solar GmbH, from the product guarantee or from the performance guarantee applicable for your use under the following conditions.

These guarantee benefits apply to modules bought after May 2007.

1. Product guarantee

Luxor Solar GmbH guarantees that the photovoltaic module production manufactured in our name (from here on referred to as "product/s"), are, under normal and correct conditions of use, installation, operation and maintenance, free from material and manufacturing defects for a period of five (5) years from delivery of the product by Luxor Solar GmbH to the customer. The product guarantee relates to the construction parts: frame, glass, cells, cable, connectors, junction box and film.

Should a product, due to defects corresponding to one or more components, not meet this fault free quality, which guarantees the fault free, technical functionality of the product, Luxor Solar GmbH will for a period of time of five (5) years from delivery of the product by Luxor Solar GmbH to the customer meet its guarantee obligation to provide a deficiency free product of their own choice by free repair, exchange of the deficient product for a replacement, or by a refund of the purchase price.

2. Guarantee against degradation of the output power.

If (a) within a period of twelve (12) years from delivery of the product to the first buyer the power is less than 90% of the specified delivered minimum performance (minimum) or (b) within a period of twenty-five (25) years from the purchase date by the first buyer the power is less than 80% of the specified delivered minimum performance (minimum), Luxor Solar GmbH assumes responsibility for at their own discretion, provided that Luxor Solar GmbH recognises such a loss of power as being from a degradation / power drop, removal of the cells and:

- delivery of a replacement module or
- undertake to repair or substitute the module or
- refund the original purchase price of the module taking into account an annual write-off of 1/12 (a twelfth) the original purchase price with a degradation of more than 90% within 12 years and 1/25 (a twenty-fifth) with a degradation of more than 80% within 25 years.

3. Limits / exclusions of guaranteed items

The guaranteed items are not covered for defect or loss of power, through improper use, handling errors or effects from outside forces, or through miscellaneous interference mentioned in the following:

This guarantee will not be applicable for defect of a module

- as a result of construction parts, devices and system components such as diodes, connection cables, inverters or the like, that were connected by persons other than Luxor Solar GmbH to the module or as a result of other devices or the assembly method of such devices
- as a result of unprofessional or defective cabling work, or installation work or handling during such work.

- as a result of operation under improper environmental conditions or improper methods differing from the product specification, operating instructions or name-plate details.
- as a result of improper maintenance and testing, broken glass due to extraneous causes, flying objects or external stress.
- as a result of influences such as pollution on the front glass, pollution or damage through smoke, salt or other external influences.
- from use on mobile units such as vehicles, boats etc. unless specifically allowed for this use.
- as a result of forces of nature, *force majeure* and other unforeseeable circumstances outside of the influence of Luxor Solar GmbH, for example, earthquakes, storms, volcanic eruptions, flooding, lightning, snow damage, nuclear events etc.

Luxor Solar GmbH or authorized representatives reserve the right for a test of the relevant circumstances. For the purpose of this, arising expenses or costs for dismantling, reinstallation and customer supplied inspection, as well as other indirect costs shall not be incurred by Luxor Solar GmbH.

This guarantee of performance is a matter of neither a „Guarantee for the appearance and workmanship“ of the module in accordance with § 443 BGB nor the „Acceptance of a guarantee“ in accordance with § 276 BGB.

Through this guaranteed performance further or other claims against Luxor Solar GmbH are not justified, especially compensation claims because of lost profit, loss of use indemnity, indirect damages, as well as claims to compensation outside the resulting damage of the product.

4. Claims on the guarantee commitment

The provision of guarantee services does not extend the guarantee time which begins with the delivery of the goods to the customer.

The guarantee comes into place exclusively if the defect / degradation, directly after detection by the buyer of the respective seller / trader or Luxor Solar GmbH, is verified with the addition of the original bill, and the cash receipt, the delivery date, module type, and serial number shown in writing and from the resulting appropriate channels (via acknowledged test institute / test procedure / report). The guarantee will not be valid if the model or serial number of the module is altered, removed or made illegible. Luxor Solar GmbH accepts no return of modules without prior written request to Luxor Solar GmbH themselves.

For fulfilment of the guarantee commitments, Luxor Solar GmbH is authorised to deliver, for product exchange, another model of their own choice (different size, design, colour and/or performance parameter); furthermore no claim exists to the use of new or reconditioned products when supplied as replacement products. The exchanged module becomes the property of Luxor Solar GmbH. Meeting the costs for the dismantling / exchange of a defective product, the return transport to manufacturer or the authorised seller as well as reassembly are in this case excluded.