

## Limited Warranty for PV Modules

(valid from August 2011, Area: Germany of Validity)

Engcotec would like to thank you for your confidence in us and our product quality which you have shown by purchasing a Photovoltaic Solar Module ("Module").

You have chosen a quality which meets the highest requirements. As a sign of confidence in our quality, Engcotec assures you as our customer ("Customer") of the following:

### A. Limited Product Warranty – 5 years

1. Engcotec warrants that each "Module" will be free from any defects in materials and workmanship under proper installation and start-up, normal use, operating and service conditions for a period of five (5) years from the date of purchase ("Sales Date"). Engcotec assumes that in accordance to the foresaid the "Module" will maintain reliably function and performance as stated.

This warranty is valid only for a "Module" put into operation correctly for the first time by PV-installation specialists or for a "Module" which has been legitimately purchased from the first owner without any modifications and which has been disassembled and reinstalled correctly by PV-specialists.

After "Module" delivery claims are excluded in such cases where the appearance of the "Module" changes in colour or shows any scratches, stains, rust, mould or other changes in so far as the change does not lead to a restriction of the "Module" function. A claim in case of glass breakage is only accepted if there was no external influence.

2. If any "Module" fails to conform to the warranty in Section A. Engcotec will - at its sole and exclusive option – either (a) repair the "Module" or replace it by a new or by a used one or (b) refund a residual value of the purchase price as a compensation.

Any further claims are excluded. Ownership of a replaced "Module" passes to Engcotec. Any repair or replacement will not extend the warranty period of five (5) years.

### B. Limited Performance Warranty – 25 years

1. If, within a period of ten (10) years from the "Sales Date" any "Module" shows a nominal output less than ninety percent (90%) and within another period of fifteen (15) years any "Module" shows a nominal output less than 80 % and provided that this loss in power is confirmed by Engcotec, then Engcotec will – at its sole and exclusive option – compensate the loss in power by either (a) repair the "Module" or replace it by a new or by a used one or (b) refund a residual value of the purchase price as a fair compensation.

Any further claims are excluded. Ownership of a replaced "Module" passes to Engcotec. Any repair or replacement will not extend the warranty period of twenty-five (25) years.

2. The exercise of rights in connection with the Limited Performance Warranty requires measurements executed by an accredited independent test institute to be selected by Engcotec in its sole and absolute discretion (such as Fraunhofer Germany, TÜV Rheinland Germany etc.) The involved test institute shall judge finally about the claim. All expenses associated shall be paid by the losing party.

All conditions for the Limited Product Warranty aforementioned **under A.** shall be valid also for the Limited Performance Warranty **under B.**

## C. Limitations and Exclusions

1. The Limited Warranty provided herein does not cover any damages, defects, malfunctions or service failures caused by

- improper installation or application;
- misuse, abuse, accident, negligent acts;
- improper transportation, storage or handling before installation;
- exchange, repair or modification by non-authorized people;
- customer's failure to follow correctly installation and maintenance instructions put at disposal by Engcotec;
- installation in mobile applications or in marine environment;
- incompatibility of the customer's PV-system equipment with the "Module";
- contamination or damage by e.g. smoke, salt or other aggressive chemicals;
- vandalism, theft, destruction by any external influences;
- Force Majeure such as power failure, surges, fire, flood, direct or indirect lighting strikes, explosions, rock-falls, actions of third parties, natural disaster or other circumstances outside reasonable control of Engcotec.

2. Warranty claims will not be accepted if the type or the serial number of any "Module" has been modified, removed or made illegible.

## D. Assertion of Claims

By delivery acceptance you confirm that the "Module" is free from visible damage or defect.

The assertion of claims specified under A. and B. requires that

- you inform in writing Engcotec. The assertion needs to take place
  - (a) within the specific warranty period
  - (b) within six (6) weeks after occurrence of the defect.

Any assertion of claims has to be added to the original sales receipt. A return of a "Module" is permitted only after written consent of Engcotec.

## E. Exclusion of Liability

Engcotec is obliged to provide the services mentioned under A. and B. Any liability beyond this is not covered by the Limited Warranty for Engcotec PV-Modules.

This does not apply to the extent of the compulsory liability in context to personal injury or cases of gross negligence, serious infringement of essential contractual obligations etc.

## F. Validity

This Limited Warranty is to be applied exclusively to the Engcotec PV-Modules listed below. Engcotec has the right to update the list according to changing requirements. Modules which are not listed below are not subject to the present Limited Warranty.



### ***Maximum in reliability, output and warranty***

mono Engcotec HG-185S	185W	poly Engcotec HG-200P	200W
mono Engcotec HG-190S	190W	poly Engcotec HG-205P	205W
mono Engcotec HG-195S	195W	poly Engcotec HG-210P	210W
mono Engcotec HG-200S	200W	poly Engcotec HG-215P	215W
mono Engcotec HG-205S	205W	poly Engcotec HG-220P	220W
mono Engcotec HG-215S	215W	poly Engcotec HG-225P	225W
mono Engcotec HG-220S	220W	poly Engcotec HG-230P	230W
mono Engcotec HG-225S	225W	poly Engcotec HG-235P	235W
mono Engcotec HG-230S	230W	poly Engcotec HG-240P	240W
mono Engcotec HG-235S	235W	poly Engcotec HG-245P	245W
mono Engcotec HG-240S	240W	poly Engcotec HG-250P	250W
mono Engcotec HG-245S	245W	poly Engcotec HG-255P	255W
mono Engcotec HG-250S	250W	poly Engcotec HG-260P	260W
mono Engcotec HG-255S	255W	poly Engcotec HG-265P	265W
mono Engcotec HG-260S	260W	poly Engcotec HG-270P	270W
mono Engcotec HG-265S	265W	poly Engcotec HG-275P	275W
mono Engcotec HG-270S	270W	poly Engcotec HG-280P	280W
mono Engcotec HG-275S	275W	poly Engcotec HG-285P	285W
mono Engcotec HG-280S	280W	poly Engcotec HG-290P	290W
mono Engcotec HG-285S	285W	poly Engcotec HG-295P	295W
mono Engcotec HG-290S	290W		
mono Engcotec HG-295S	295W		
mono Engcotec HG-300S	300W		
mono Engcotec HG-305S	305W		
mono Engcotec HG-310S	310W		
mono Engcotec HG-315S	315W		
mono Engcotec HG-320S	320W		

PV-Modules which are not listed in the table above mentioned are not part of the Limited Warranty given by Engcotec. Please see our Status Quo on our website. [www.engcotec.de](http://www.engcotec.de)

Stuttgart, August 2011

Ibrahim Samak  
Managing Director  
Engcotec GmbH