

## MÜNCHEN SOLAR PV MODULE Limited Warranty

München Solarenergie GmbH ("München Solar") provides the following Limited Product Warranty and Limited Power Warranty (collectively, the "Limited Warranty") with respect to certain types of its photovoltaic module products ("PV Modules"), subject to the conditions, exclusions and limitations set forth below.

### 1. LIMITED PRODUCT WARRANTY

München Solar warrants to the original end user purchaser (the "Customer") that the PV Modules shall be free from defects in materials and workmanship under normal application, use and service conditions during the period beginning on the earlier of the date the PV Modules were purchased by the Customer or six (6) months from factory dispatch (the "Warranty Start Date") and ending twelve (12) years after such Warranty Start Date. If a PV Module fails to conform to this Limited Product Warranty during this twelve-year period, München Solar will, at its reasonable option, either (a) repair or replace the defective PV Module at no charge to the Customer for replacement modules or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable PV Module at the time of the Customer's claim. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

### 2. LIMITED POWER WARRANTY

**A. 10 Years:** München Solar further warrants that if, within ten (10) years after the Warranty Start Date, any PV Module exhibits a power output less than 91.2% of the nominal power output for that PV Module as specified on its original product label (the "91.2% Threshold"), and if such decrease in power below the 91.2% Threshold is due to defects in materials or workmanship under normal application, use and service conditions, München Solar will remedy such decrease in power by, at its reasonable option, either (a) replacing or repairing the defective PV Module at no charge to the Customer for replacement modules or parts, (b) providing Customer with additional PV Module(s) to make up for such decrease in power so that the power output equals or exceeds the 91.2% Threshold, provided, it is possible for the Customer to mount such additional PV Module(s) or (c) refunding the difference between the actual power output of the PV Module and the 91.2% Threshold, based on the current market price of a comparable PV Module at the time of the Customer's claim.

**B. 25 Years:** München Solar further warrants that if, within twenty-five (25) years after the Warranty Start Date, any PV Module exhibits a power output less than 80.7% of the nominal power output for that PV Module as specified on its original product label (the "80.7% Threshold"), and if such decrease in power below the 80.7% Threshold is due to defects in materials or workmanship under normal application, use and service conditions, München Solar will remedy such decrease in power by, at its reasonable option, either (a) replacing or repairing the defective PV Module at no charge to the

Customer for replacement modules or parts, (b) providing Customer with additional PV Module(s) to make up for such decrease in power so that the power output equals or exceeds the 80.7% Threshold, provided, it is possible for the Customer to mount such additional PV Module(s) or (c) refunding the difference between the actual power output of the PV Module and the 80.7% Threshold, based on the current market price of a comparable PV Module at the time of the Customer's claim.

**C.** For purposes of determining PV Module power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m<sup>2</sup> irradiance, 25°C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN 50380.

### 3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

**A.** THE LIMITED WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN SECTIONS 1 OR 2, ABOVE. Some states or other deciding jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. No seller of the PV Modules nor any other person is authorized to make any warranties other than those set forth herein, or to extend the duration of the Limited Product or Limited Power Warranties beyond the periods set forth above, on behalf of München Solar.

**B.** Claims under the Limited Warranty must be received by München Solar within the applicable warranty period for the Limited Warranty to be effective. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required in order to establish the Warranty Start Date.

**C.** The Limited Warranty extends only to the original Customer and, if and so long as the PV Modules remain installed at the site where they were first installed, any person to whom title to the PV Modules has been transferred (each, a "Claimant").

**D.** The Limited Warranty does not apply to any PV Modules which have been subjected to:

- Alteration, repair or modification without the expressed, prior written consent of München Solar
- Removal of PV Modules and reinstallation at a new site
- Non-observance of München Solar's Installation and User Manual
- Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service
- Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events beyond München Solar's control, including without limitation any technological or physical event or condition that is not reasonably known or understood at the time the Customer purchased the PV Modules

- Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components and other operating conditions, which are not expressly allowed in the Installation and User Manual
  - Alteration, removal or obliteration of the original PV Module label
- In addition, the Limited Warranty does not cover cosmetic blemishes associated with installation, or the normal wear and tear of PV Modules.

- E.** The Limited Warranty does not cover PV Module installation and removal of defective PV Modules, or reinstallation of repaired, replacement or additional PV Modules, or the costs of any of the foregoing; and does not cover any other costs, lost profits or lost revenues associated with the performance or non-performance of defective PV Modules; provided, however, that for accepted warranty claims, München Solar shall be responsible for reasonable costs on a typical local standard associated with transporting defective, repaired, replacement or additional PV Modules from and back to Claimant.
- F.** Any additional PV Modules provided, and any PV Modules repaired or replaced, by München Solar under a warranty claim shall be covered by the same Limited Warranties and terms as the first PV Modules purchased that were the subject of the claim; no warranty periods or terms shall be extended because of a warranty claim or remedy. München Solar shall make commercially reasonable efforts to replace defective PV Modules with new or refurbished PV modules of the same or similar size and aesthetics but reserves the right to deliver another PV Module type in the event that München Solar has discontinued production of the PV Module type that is the subject of the warranty claim provided, that such other PV Module type is compatible to the Customer's PV System. Replaced PV Modules and parts shall become the property of München Solar.

#### 4. OBTAINING WARRANTY SERVICE

To obtain warranty service, the Customer or other Claimant should promptly contact the seller from which they purchased the PV Modules, who will then provide instructions and forms for filing the claim. If such seller no longer exists or cannot be reached, the Customer or other Claimant may contact München Solar directly as indicated through our website, [www.munchensolar.de](http://www.munchensolar.de). München Solar will not accept the return of allegedly defective PV Modules unless prior written authorization has been provided by München Solar. Unless otherwise indicated, PV Modules that have been authorized for return by München Solar shall be shipped to a local Customer Service Center as designated by München Solar. In the event that a claim is rejected by München Solar, the Claimant is entitled to challenge the results by appealing to an accredited testing laboratory.

#### 5. EXCLUSIVE REMEDIES;

##### LIMITATION OF LIABILITY

The Limited Product and Limited Power Warranties set forth herein shall be the sole and exclusive warranties granted by München Solar, and shall be the sole and exclusive remedies available to the Customer or other Claimant for any breach of warranty, express or implied. Provision of remedies, in the manner and for the periods described herein, shall constitute complete fulfilment of all liabilities and responsibilities of München Solar to the Customer and each other Claimant with respect to the PV Modules. IN NO EVENT WILL MÜNCHEN SOLAR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES

ARISING FROM OR OUT OF THE PV MODULES OR THEIR INSTALLATION, USE, PERFORMANCE OR NON-PERFORMANCE, OR ANY DEFECT OR BREACH OF WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF REVENUES AND LOSS OF PRODUCTION ARE SPECIFICALLY DISCLAIMED. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. UNDER NO CIRCUMSTANCES SHALL MÜNCHEN SOLAR'S LIABILITY FOR NON-CONFORMING PV MODULES EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PARTICULAR PV MODULES INVOLVED, PLUS REASONABLE TRANSPORTATION COSTS.

#### 6. VALIDITY

This Limited Warranty applies to all PV Modules dispatched from München Solar factories after January 1st, 2014, and belonging to the following product families:

##### Mono

MSMxxxAS-18, MSMxxxAS-18. EU  
 MSMxxxAS-24, MSMxxxAS-24. EU  
 MSMxxxAS-36, MSMxxxAS-36. EU  
 MSMxxxAS-40, MSMxxxAS-40. EU  
 MSMxxxAS-48, MSMxxxAS-48. EU  
 MSMDxxxAS-18, MSMDxxxAS-18. EU  
 MSMDxxxAS-24, MSMDxxxAS-24. EU  
 MSMDxxxAS-27, MSMDxxxAS-27. EU  
 MSMDxxxAS-30, MSMDxxxAS-30. EU  
 MSMDxxxAS-36, MSMDxxxAS-36. EU

##### Multi

MSPxxxAS-18, MSPxxxAS-18. EU  
 MSPxxxAS-24, MSPxxxAS-24. EU  
 MSPxxxAS-27, MSPxxxAS-27. EU  
 MSPxxxAS-30, MSPxxxAS-30. EU  
 MSPxxxAS-36, MSPxxxAS-36. EU

MSPxxxSP-48  
 MSPxxxSP-36  
 MSPxxxSP-24  
 MSPxxxSP-18

#### 7. MISCELLANEOUS

If any part or provision of this München Solar PV Module Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this München Solar PV Module Limited Warranty, which shall remain in full force. This Limited Warranty is available in multiple languages. If, for any reason, there is a conflict between the English-language version and any other version, the English-language version shall control.



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