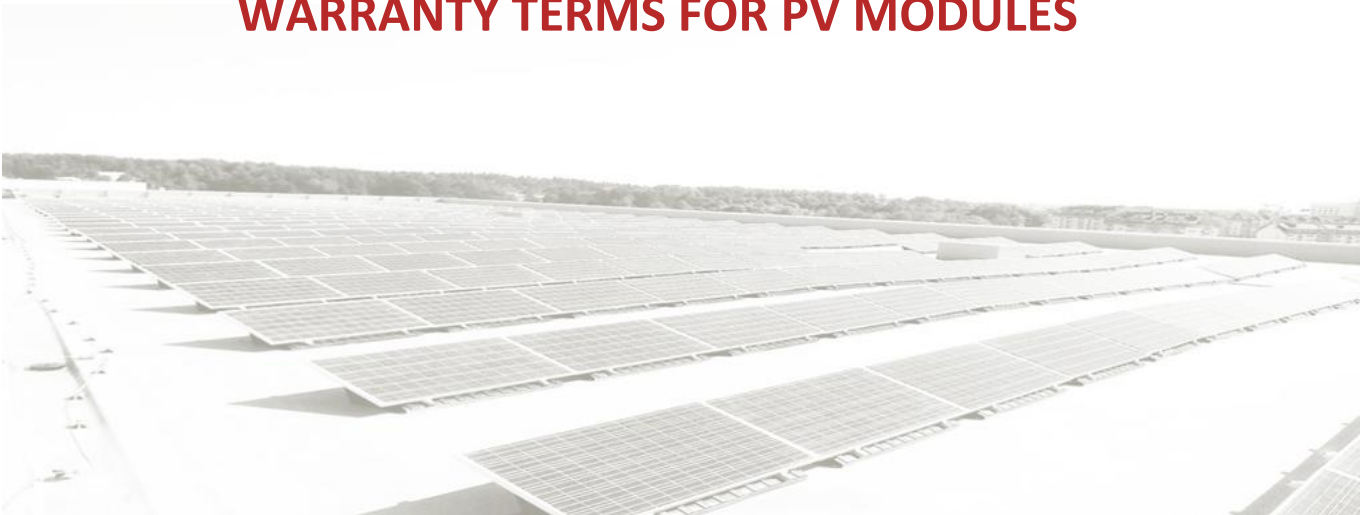


Annex No.3 to Sale & purchase contract of photovoltaic modules – General Terms & Conditions

WARRANTY TERMS FOR PV MODULES



Ref.: Via Solis-WARRANTY-001

Version: 2015-09

Via Solis UAB
Mokslininku str. 6A,
LT – 08412 Vilnius, Lithuania
Company No.: 302430053
VAT-Registration No.
LT 100005604112

Contacts
E.-Mail: info@viasolis.eu
Internet: www.viasolis.eu
Tel.: + 370 5 2658811

Bank account
SEB Bank AB, Vilnius
IBAN: LT43 7044 0600 0788 8916
SWIFT-Code: CBVI LT 2X

CONTENTS

1 - Model of the modules	3
2 - Limited Product Warranty – Thirty Years Repair, Replacement or Refund Remedy	3
3 - Limited Peak Power Warranty - Limited Remedy.....	4
4 - Exclusions and Limitations.....	5
5 – Liability Limitation of Warranty	5
6 - Obtaining Warranty Performance	6
7 – Severability	6
8 – Technical Disputes	7
9 – Miscellaneous	7
10 - Warranty Transfer	7
11 - Force Majeure	7
12 – Validity	8
13 – Applicable Law and Dispute Settlement	8
14 - Customer Claims Procedure.....	9

Via Solis Ltd provides below listed limited Warranties under the below indicated terms and conditions for solar photovoltaic modules manufactured by Via Solis Ltd (the “MODULES”).

1 - Model of the modules

MODULES covered under this warranty:

- PRIME all types;
- OPTIMUS all types;
- SolRif all types;

For the glass/glass solar module types indicated above, Via Solis Ltd shall warrant its performance starting from the date of sale indicated in the invoice to the immediate customer (the “CUSTOMER”) of Via Solis Ltd (the “WARRANTY START DATE”).

2 - Limited Product Warranty – Thirty Years Repair, Replacement or Refund Remedy

Via Solis Ltd warrants that the above listed MODULES, including factory-assembled DC connectors and cables, if any, are free from macro defect in materials and workmanship under normal application, installation, utilization and service conditions. If MODULES fail to conform to this warranty, during the period of 30 years from the WARRANTY START DATE, Via Solis Ltd will, at its option, either repair or replace the product, or refund the part of price of the MODULES paid by the CUSTOMER calculated by reducing the repayable amount *pro rata* to the time period passed from the WARRANTY START DATE (e.g. if MODULE fail to conform this warranty 10 years after WARRANTY START DATE the CUSTOMER, if so opted by Via Solis Ltd will refund 66% of the MODULE market price, valid for the date then the CUSTOMER makes claim). The repair or replacement or refund remedy set forth in this clause 2 shall be the sole and exclusive remedy provided under the “**Limited Product Warranty**” and shall not extend beyond the thirty-year product warranty period set forth herein. This “*Limited Product Warranty*” does not warrant a specific power output, which shall be exclusively covered under clause 3 hereinafter (“**Limited Peak Power Warranty**”).

3 - Limited Peak Power Warranty - Limited Remedy

For a period of 30 years from the WARRANTY START DATE, concerning the loss of power output compared with the nominal peak power output specified in relevant product data sheet and measured at standard test conditions (STC), Via Solis Ltd warrants that;

- For the MODULES listed in section 1: the peak power output specified in relevant product data sheet has a positive allowance 0~+5W based on Via Solis ex-works testing data.
- For the MODULES listed in section 1: the loss of power output should be less than 3 % in the first year, and thereafter, the power output degrades linearly ending more than 80% in the 30th year after the WARRANTY START DATE.

If there is any excess power output loss, and it is determined by Via Solis Ltd (at its sole and absolute discretion) to be due to defects in material or workmanship, Via Solis Ltd will, at its sole option:

- provide additional MODULES to the CUSTOMER or replace the defective MODULE(s) to make up for such loss in power or
- refund the percentage of the cost of the MODULE (according to the current market price of

the MODULE when the CUSTOMER makes the claim) to the CUSTOMER, corresponding to the power loss discrepancy from the warranted value stated above.

The remedies defined in this clause shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”.

4 - Exclusions and Limitations

(1) In any event, all warranty claims must be received by Via Solis Ltd within the applicable warranty period for this 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.

(2) The “**Limited Product Warranties**” and the “**Limited Peak Power Warranty**” do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident in any of the storage, transportation, handling, installation, application, use of service or alteration; or
- Non-observance of Via Solis Ltd Photovoltaic Modules Installation Manual;
- Repair or modifications by someone other than a service technician approved by Via Solis Ltd ;
- Power failure surges, lightning, flood, fire, accidental breakage, actions of third parties, or other events outside Via Solis Ltd reasonable 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 MODULES;
- Damages due to abnormal environmental conditions, including, without limitation, improper voltage or its fluctuation, acid rain, mobile or marine environment and other pollution and damages due to defective construction base on which the MODULES are mounted;
- Damages due to external corrosion, mould discoloration or the like;
- Damages due to movement from their original installation.

(3) Warranty claims will not be honoured and will be immediately rejected if the type or serial number of the MODULES have been altered, removed or made illegible.

5 – Liability Limitation of Warranty

This “**Limited Warranty for PV Modules**” as set forth herein is expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Via Solis Ltd , unless such other obligations or liabilities are expressly agreed to in writing and signed and approved by Via Solis Ltd .

The Limited Warranty does not cover either the installation costs of the MODULES or removal costs of those defective; furthermore similarly does not cover the reinstallation costs of neither of the repaired, replaced (when new MODULES are provided in exchange of returned initially sold MODULES) or additional MODULES nor the costs of any of the foregoing as well. However, for accepted warranty claims, Via Solis Ltd shall assume responsibility for the reasonable and properly evidenced transportation costs of the defective MODULES from the CUSTOMER and of any of the (a) repaired, (b) replaced or (c) additional

MODULES, as the case can be, sending back to the CUSTOMER. Via Solis Ltd liability shall always be subject to the amount the extent of however only to the extent they are reasonable on a typical local standard and are properly documented and evidenced by the CUSTOMER. Under no circumstances shall Via Solis Ltd be liable for any indirect, incidental, consequential, special, or punitive damages, including, without limitation, loss of profit or revenue, loss of business opportunities, loss of production, loss of goodwill or reputation, arising from the breach of this **“Limited Warranty for PV Modules”** regardless of the type of claim and even if Via Solis Ltd has been advised of the possibility of such damages.

The aggregate maximum liability of Via Solis Ltd, if any, in damages or otherwise, shall not exceed **10% (ten percent)** of the invoice value as paid by CUSTOMER, for the purchase order including the MODULES which cause damages.

6 - Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this **“Limited Warranty for PV Modules”**, an immediate notification in writing directly to Via Solis Ltd shall be filed by mailing a registered letter to the address of Via Solis Ltd listed hereunder, or, sending an email letter to the email account of Via Solis Ltd listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased. An invoice with clear indication of the contract number, purchase date, purchase price, module type, stamp or signature of Via Solis Ltd or its distributors should also be submitted as part of the evidence. The CUSTOMER should follow the Via Solis Ltd **Customer Claim Procedure** set out below in this Limited Warranty.

The return of any MODULES will not be accepted unless prior written authorization has been given by Via Solis Ltd.

7 – Severability

If a part, provision or clause of this **“Limited Warranty for PV Modules”**, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this **“Limited Warranty for PV Modules”**, and to this end, such other parts, provisions, clauses or applications of this **“Limited Warranty for PV Modules”** shall be treated as severable.

8 – Technical Disputes

In case of any dispute on technical facts relating to a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland or VDE shall be engaged to provide test results which will be reference to the judgement from technical side. All fees and expenses shall be born by the responsible party or the final losing party, unless otherwise awarded. The final optional right in connection with test institute shall be owned by Via Solis Ltd .

9 – Miscellaneous

The repair or replacement of the MODULES or the supply of additional MODULES does not cause the beginning of new warranty terms, nor shall the original terms of this **“Limited Warranty for PV Modules”**

be extended. Any additional MODULES provided, and any MODULES repaired or replaced, by Via Solis Ltd under a warranty claim shall be covered by the same “**Limited Warranty for PV Modules**” terms as the MODULES purchased that were the subject of the claim. Any replaced MODULES shall become the property of Via Solis Ltd at its disposal. Via Solis Ltd has the right to deliver another type (different in size, colour, and shape and/or power) in case Via Solis Ltd has discontinued producing the same type of product as replaced MODULES.

10 - Warranty Transfer

The warranties herein extends only to the original CUSTOMER and, if and so long as the MODULES remain installed at the site where they were first installed, any person to whom title to the MODULES has been transferred.

11 - Force Majeure

Via Solis Ltd shall not be responsible or liable in any way to the CUSTOMER or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “**Limited Warranty for PV Modules**”, due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, unavailability of suitable and sufficient labour, raw material, capacity or technical or yield failures, or any other similar cause or circumstance beyond the reasonable control of such Via Solis Ltd, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective MODULES . In such cases, performance by Via Solis Ltd of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

12 – Validity

This Limited Warranty is valid for all MODULES in the defined contract(s) dispatched from Via Solis Ltd factory.

“Nominal Power in Datasheet” is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. “STC” are as follows:

- (a) Light spectrum of AM 1.5,
- (b) An irradiation of 1000 W per m² and
- (c) A cell temperature of 25 °C centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Via Solis Ltd valid at the date of manufacture of the PV-modules.

13 – Applicable Law and Dispute Settlement

This Limited Warranty shall be governed by and interpreted under the laws of Germany (irrespective of its choice of law principles).

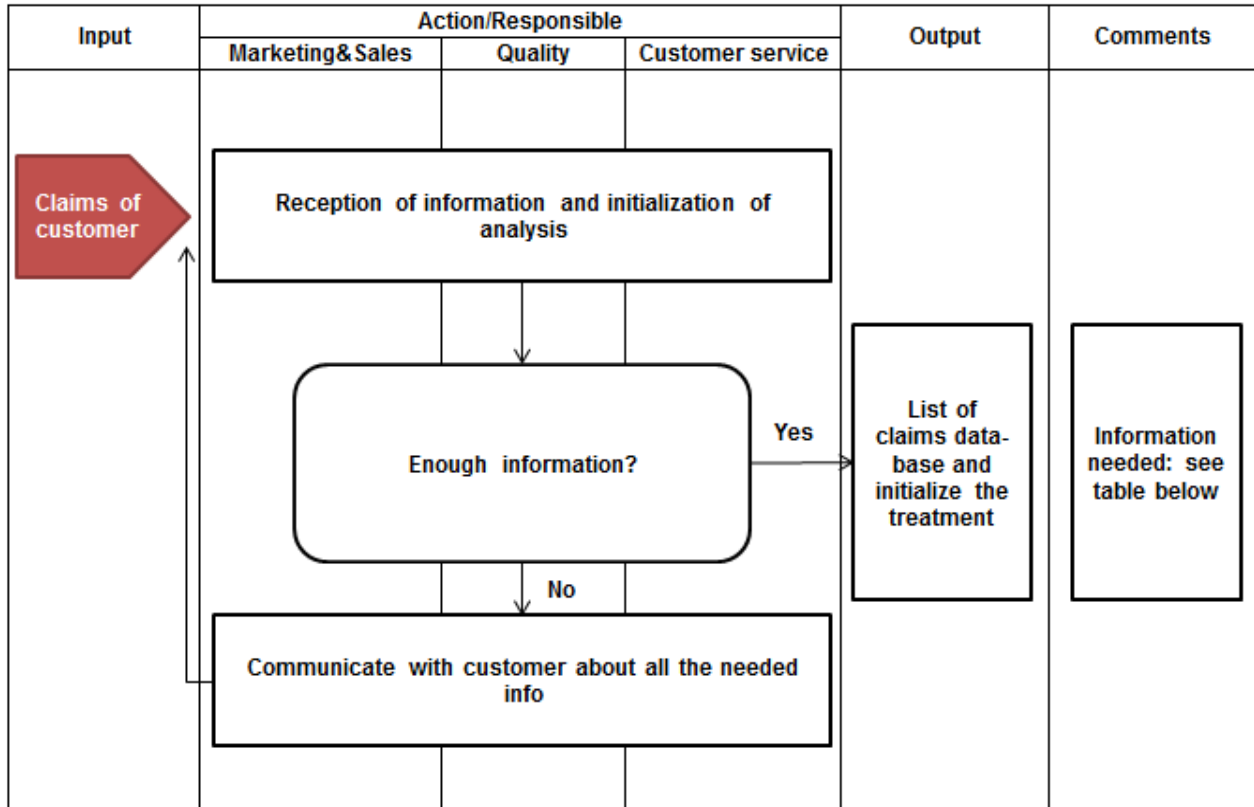
Except for the technical disputes specified in Section 8 above herein, all disputes arising out of or in connection with this Limited Warranty, unless amicably settled between the parties, shall be settled by the competent Munich courts, which the Parties hereby grant with an exclusive jurisdiction. Provided that

there is any inconsistency between the sale's contracts to which this Limited Warranty is attached and this article 13, the terms and conditions of the sales contract shall prevail.

This document constitutes part of the contract and valid automatically when the contract is signed.

14 - Customer Claims Procedure

- 1) Confirmation of the base information



2) Claims information

N°	Criteria	Information from Customer
Base information	Date of claim	
	Contact person of customer	
	Contact info of customer (Email, Tel, Fax)	
	Customer name	
	Barcode(s)	
	Part reference (Mono/Poly)	
Description of defects	Defect description	
	Qty of defect parts	
	Detection place: customer's reception or assembly process...	
	Defect Sampling received from Customer	
Traceability of parts	Batch number	
	Delivery number	
	B/L information	
	Qty of parts in customer's warehouse	
Others		

3) Treatment of customer's claim

