



WARRANTY

For articles of trade sold by KIOTO Photovoltaics GmbH, unless otherwise explicitly agreed in writing, the warranty terms of the respective supplier shall apply, and at the least however the statutory warranty period of two years according to § 933 ABGB [Austrian Civil Code]. KIOTO Photovoltaics GmbH is entitled to free itself from any duty of warranty and compensation if claims resulting from this are assigned to suppliers of the purchaser.

For photovoltaic modules from KIOTO Photovoltaics GmbH the following warranty conditions apply:

Product warranty

KIOTO Photovoltaics GmbH guarantees that the modules are free of defects for a period of twelve (12) years.

Performance warranty

- a. for the first year from the date of delivery to the customer through KIOTO Photovoltaics GmbH the peak power* (P_{mpp}) in standard test conditions will not be lower than 97% of minimum peak power (peak power min, P_{mpp.min}) in the context of the performance tolerance as specified in KIOTO Photovoltaics GmbH product information sheet at the date of delivery.
- b. From the second to the twenty-fifths year from date of delivery to the customer through KIOTO Photovoltaics GmbH the peak power* (P_{mpp}) in standard test condition will not be lower than 97-(n*0,70)% of the minimum peak power (peak power min, P_{mpp.min}) in the context of the tolerance as specified in KIOTO Photovoltaics GmbH product information sheet at the date of delivery, whereas n is the number of full years passed since the date of delivery.

If the loss of performance is due to faulty components KIOTO Photovoltaics GmbH is entitled to assign claims in respect of suppliers to the purchaser. In this event the significant terms of the supplier's guarantee shall apply.

* Peak Power means the power in WP (Watt Peak) which a PV-module in MPP (maximum power point – maximum power peak) produces. The standard test conditions are:

- (a) light spectrum corresponding to sunlight at AM (atmospheric mass) 1.5;
- (b) radiation of 1000 W per m² and
- (c) cell temperature of 25°C

Measurements are made in accordance with the standard IEC 60904 at the connectors to the laminate on the outlet of the conductor through the backsheet by the means of a suitable, corresponding to the measuring standards of KIOTO Photovoltaics GmbH modules at the date of manufacture of the module, measuring device - under consideration of the measuring tolerance according to industry standards. KIOTO Photovoltaics GmbH's calibration standard corresponds to the standards of international institutes which are accredited for this purpose.

KIOTO Photovoltaics GmbH

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Warranty and guarantee prerequisites

The product warranty and performance warranty from KIOTO Photovoltaics GmbH assume that:

- a) according to the proper discretion of KIOTO Photovoltaics GmbH the damages being claimed are due to material or manufacturing defects which are under the influence of KIOTO Photovoltaics GmbH;
- b) the installation of the PV solar modules supplied has been undertaken according to the assembly instructions in the respective valid version;
- c) the assembly has been carried out by a licensed specialist company (plant construction, electrical installer or fitter);
- d) KIOTO Photovoltaics GmbH was informed in writing immediately the defect appeared and that KIOTO Photovoltaics GmbH or its agents was given the opportunity of examining the objections on the spot immediately any defects appeared;
- e) written confirmation exists of proper maintenance and an annual inspection and servicing by a specialist company licensed to do this; (confirmation of the works carried out to be submitted when the warranty claim is asserted);
- f) there is no surface interference (e.g. by fine sand dust);
- g) the upper surface has been cleaned annually using only water, without chemical additives, with the date and extent of the cleaning being documented in writing;
- h) the model- and serial number of the product have not been changed, cleared, removed or made unreadable and the identification of the product is clearly possible;
- i) the damages are not attributable to a reason excluded in 7.3.2.

When asserting warranty and guarantee claims the original invoice is to be attached and the delivery date, module type and serial number must be stated. The occurrence of an incident, covered by warranty, due to the fact that the performance guarantee specified under II. has fallen short, must be demonstrated by the presentation of a measurement report by a recognised expert or institute. The measuring tolerance will be taken into account to the favour KIOTO Photovoltaics GmbH. The measurement report must show the date of testing. When asserting claims the date of testing shown in the measurement report relating to the reduced performance must be no more than 2 months old. KIOTO Photovoltaics GmbH reserves the right to prove by means of measurement undertaken by KIOTO Photovoltaics GmbH or a measurement undertaken by a third party instructed by KIOTO Photovoltaics GmbH that contrary to the measurement report submitted the guaranteed performance does indeed exist. If the measurement instructed by KIOTO Photovoltaics GmbH leads to the conclusion that the aberration is admissible according to II. or that there is no aberration, then KIOTO Photovoltaics GmbH is entitled to ask the purchaser to reimburse the third party's costs.

Warranty and guarantee claims will expire six months after the incident covered by guarantee comes to light. However the period of limitation will end at the latest with the expiry of 10 or 25 years (depending on how high the decline in performance turns out to be according to the measurement report) from the day of delivery of the module.

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In respect of the performance guarantee under II., the entitlement to claim shall apply solely to the particular operator of the solar equipment at the time of the assertion of a claim under guarantee who has himself acquired the module for his own operation (and not for purposes of resale) or has acquired the building or realty on which the module was first mounted. Claims by intermediaries or installation companies or subsequent acquirers of the modules are not justified under this guarantee. The guarantee exists towards the operator, independently of contractual warranty claims towards the intermediary as vendor of the modules and of third party claims beyond the scope of the contract. Such claims will be neither limited, justified nor extended by this guarantee of KIOTO Photovoltaics GmbH. The guarantee is an independent, voluntary and gratuitous service by KIOTO Photovoltaics GmbH and has no effect on the agreements between KIOTO Photovoltaics GmbH and the purchaser. The provider of the guarantee and the addressee for all queries and claims in connection with incidents covered by guarantee is solely KIOTO Photovoltaics GmbH.

Handling of warranty claims

Warranty compliance shall take place at the choice of KIOTO Photovoltaics GmbH by repair of the purchase object, replacement of the defective parts, exchange of goods or price reduction. Should the faulty product not be produced any more at the time of the warranty claim, KIOTO Photovoltaics GmbH can provide a comparable product as replacement. In the case of a warranty claim there is no right for replacement by new or as good as new products. KIOTO Photovoltaics GmbH has the right to deliver used and/or repaired products as compensation. The purchaser's right to conversion is amicably ceded. The exchanged parts will enter into the ownership of KIOTO Photovoltaics GmbH. The wages and costs incurred for assembly and dismantling are to be borne by the purchaser unless the latter is a consumer in the sense of the Consumer Protection Act [KSchG]. This applies analogously to all guarantee agreements, in particular the performance guarantee. Further warranty claims shall not exist. In particular KIOTO Photovoltaics GmbH will not bear any further costs from this guarantee and shall not be liable for loss of profits or sales or other consequential damages caused by a defect. No extension of the guarantee shall occur through the reporting of a defect.

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The purchaser is obliged to inspect the goods delivered immediately. Warranty claims will only be preserved if the defects which have become apparent are reported immediately in writing. Notification by word of mouth or by telephone will not satisfy the requirement for inspection and reporting defects in writing.

KIOTO Photovoltaics GmbH warranty obligation will only apply to defects which become apparent provided the assembly and operating instructions supplied are complied with. In particular it shall not apply to damages which have arisen due to the following reasons:

- repairs or alterations undertaken by the purchaser or third parties without the written consent of KIOTO Photovoltaics GmbH (for instance manipulation of the framework or the connection box of the modules);
- unsuitable or inappropriate use, faulty assembly or operation by the purchaser or third parties;
- natural operating wear or deterioration due to force majeure;
- incorrect or negligent handling – in particular excessive demands, unsuitable equipment or unsuitable building ground;
- chemical, electrochemical or electrical effects or over- or under-supply of energy;
- ascendencies of pollution like smoke or exceptionally high salt exposure;
- through direct or indirect stroke of lightning or other extreme weather conditions;
- rodent bites, etc.

Changes in the appearance of the product, scratches, stains, rust, mildew, discolouration as well as other mechanical and optical adverse affects are not taken as defect, as long as the changes in appearance do not induce any impairment in the functionality of the product.

The particular regress according to § 933 b ABGB is not possible and is expressly excluded.

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