



**SCHOTT POLY[®], SCHOTT PERFORM[™] POLY, and
SCHOTT POWER[™] POLY PV Modules
LIMITED WARRANTIES – Effective August 1, 2011**

(1) The limited warranties specified in paragraphs (2) and (3) below extend to the first USA, USA Territory, or Canada based original end user of SCHOTT Solar PV Inc. ("SCHOTT") PV modules, and all subsequent documented purchasers of the solar modules (each a "Buyer") so long as the modules remain in the location where first installed, and the system remains un-modified.

(2) Limited Product Warranty

SCHOTT warrants to Buyer that modules furnished hereunder, for a period of ten (10) years from the date of sale to the original end user, will be free from defects in material and workmanship. The product warranty does not cover any defects or damage which may occur after delivery of the modules, including but not limited to scratches, stains, spots, discoloration, visual defects, mechanical wear and tear, rust, mold, and rodent or insect damage. SCHOTT's exclusive obligations under this warranty and Buyer's exclusive remedies shall be limited, at SCHOTT's option, to repair or replace the modules, or refund to Buyer the appropriate residual value of the module(s) as determined by SCHOTT. If the originally supplied module type is no longer manufactured then the current standard type modules may be supplied as replacement or additional modules.

(3) Limited Power Warranty

SCHOTT further warrants to Buyer that (i) for a period of one (1) year from the date of sale to the original end user that the power output of the modules will not be less than ninety seven percent (97%) of the minimum rated power output specified in the applicable module data sheet as of the date of original sale by SCHOTT and (ii) for each year from year two (2) through twenty-five (25) from the date of sale to the original end user that the power output of the modules will degrade no more than an incremental 0.7% per year of the minimum rated power output specified in the applicable module data sheet as of the date of original sale by SCHOTT (the "Power Warranty"). Therefore, at the end of the warranty period, the warranted module output will be at least 80.2% of the minimum rated power specified in the applicable module datasheet as of the original date of sale. In the event of a breach of the Power Warranty during the periods specified above, as SCHOTT's exclusive obligation and Buyer's exclusive remedy, SCHOTT will at its option either: (a) repair or replace existing modules or provide additional modules in order to make up for any measured power loss (as determined by testing procedures approved by SCHOTT and, at SCHOTT's option, tested under the supervision of authorized SCHOTT personnel) but only to the extent such loss is greater than three percent (3%) during the first (1) year or greater than an incremental 0.7% per year degradation for years two (2) through twenty-five (25) (the "Excess Power Loss"), and which is determined by SCHOTT to be due to defective materials or workmanship with respect to the SCHOTT modules; or (b) pay compensation equivalent to the cost of additional PV modules required to make up the measured Excess Power Loss. If the originally supplied module type is no longer manufactured then the current standard type modules may be supplied as replacement or additional modules. For determination of power degradation, modules shall be tested with a SCHOTT approved Flasher and results at STC conditions shall be compared to the power listed on the module label (measurement tolerance of +/- 4%).

(4) All claims under the warranties specified herein must be made in writing addressed to SCHOTT Solar PV, Inc., Customer Service, 5201 Hawking Drive SE, Albuquerque, NM 87106, within fifteen (15) days after discovery of the basis for the claim and the Buyer must provide complete details of the claim including written proof of the date of the original end user purchase of the module for which the claim is made. Every claim under the limited warranties specified in paragraph (2) above shall be deemed waived by Buyer unless made in writing to SCHOTT within ten (10) years from the date of sale to the original end user of the modules to which such claim relates. Every claim under the Power Warranty specified in paragraph (3) shall be deemed waived by Buyer unless made in writing to SCHOTT within the one (1) year warranty period for claims under paragraph (3)(i) above, and (ii) the twenty-five (25) year warranty period for claims under paragraph (3)(ii) above, measured from the date of SCHOTT's sale of the modules to which such claim

relates. If SCHOTT arranges for delivery from its manufacturing facility to Buyer's facility or home, then claims related to damage during shipment shall be deemed waived unless made within ninety (90) days of receiving the modules. No modules may be returned to SCHOTT without written authorization from SCHOTT. Authorized returns must be made to SCHOTT at the return address as instructed by SCHOTT. All shipping costs for returns must be prepaid by Buyer, within thirty (30) days of a written return authorization. SCHOTT will pay shipping costs for return to Buyer of any module, which is repaired or replaced under the terms of this limited warranty. However, if a module returned to SCHOTT is found not to be defective or the warranties have expired, Buyer is responsible to pay for all shipping costs. Unless made in strict conformance with this paragraph, any warranty claims hereunder shall be deemed waived by Buyer and void.

(5) The warranties specified herein shall not apply to any modules that SCHOTT determines have been subjected to: any assembly or processing that alters physical or electrical properties; failure to follow SCHOTT installation guidelines; improper installation, maintenance or use; mishandling; abuse; neglect; vandalism; improper testing; repair; alteration; damage; fire; flood, wind, storms or other extraordinary environmental conditions; civil disturbances; war; or other acts or omissions of persons other than SCHOTT, which alter physical or electrical properties of the modules. The warranty will lapse if the serial number or type label has been manipulated or is not clearly identifiable. The warranties shall not apply to any modules that are used in automotive, marine applications with potential for direct salt water exposure, recreational vehicle applications, or modules that are installed at any location other than USA, USA Territory, and Canada, unless expressly authorized in writing by SCHOTT. All modules repaired or replaced or any additional modules provided as remedies under these warranties shall be subject to the same warranties and the original warranty term of the modules that are the subject of the warranty claim and the original term of the warranty shall not be reset or extended. If the originally supplied module type is no longer manufactured in a series, then the current standard types will be delivered to serve as the replacement or additional modules. SCHOTT may at its discretion use new, used or remanufactured parts or modules when repairing or replacing modules. SCHOTT will not be responsible under any warranty claim or otherwise for any costs of installation, removal, testing, or transportation of any module, except as otherwise expressly set forth herein or agreed to in writing by SCHOTT.

(6) The warranties expressed herein are in lieu of all other warranties and the only warranties given by SCHOTT with respect to the modules. ALL WARRANTIES IMPLIED BY LAW, IF ANY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED OR, IF THEY CANNOT LAWFULLY BE DISCLAIMED OR EXCLUDED, ARE LIMITED IN DURATION TO THE MINIMUM REQUIRED BY LAW OR ONE (1) YEAR FROM THE DATE OF PURCHASE BY BUYER, WHICHEVER IS GREATER.

(7) SCHOTT's entire liability to Buyer under these warranties is expressly limited to performance of the remedies specified herein and shall not exceed original purchase price paid to SCHOTT for the module which is the subject of any warranty claim. IN NO EVENT SHALL SCHOTT BE LIABLE UNDER THIS WARRANTY FOR PERSONAL INJURY OR PROPERTY DAMAGE OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, WHETHER SUCH DAMAGES ARE BASED ON NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PERSONAL INJURY OR PROPERTY DAMAGES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO BUYER.

(8) THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

To contact SCHOTT Solar PV, Inc. Customer Service:
Tel: 888-457-6527; Fax: (505) 212-8585
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