



## **Warranty and Performance Guarantee Conditions of AU Optronics Corporation (“AUO”) PV module**

**AUO limited warranty for photovoltaic modules: PM220P00, PM240P00, PM250M00, PM318B00**

**Attention to : abakus solar AG**

### **I. Warranty**

1. AU Optronics Corporation, No.1, JhongKe Rd., Central Taiwan Science Park, Taichung 40763, Taiwan, R.O.C. (“AUO”) warrants that the photovoltaic modules with model number as specified as above ( “Module(s)”) shall be free from defects in materials and workmanship under normal use conditions (see section III.) for a term of ten (10) years from the manufacturing date of the Modules in AUO.
2. Defects which are recognizable at the time of delivery must be reported to AUO in written form. Defects which appear later or unknowable defects shall be reported to AUO in writing within seven days from actual knowledge of the relevant defect.
3. Should a Module not be free of defect, AUO will correct the defect free of charge or replace the defective Module free of charge. In the event that such correction of the relevant defect or the replacement fails to cure the relevant defect, the Customer may, at AUO’s sole option, require (i) a further correction of the relevant defect, or (ii) a replacement of the defective Module by providing compatible model, or (iii) a refund of the value of the defective Module based on a mutually agreed price.
4. Each notice relating to a defective Module shall be accompanied by the necessary information requested by AUO. The return of Modules to AUO is allowed only after written consent from AUO.

### **II. Performance guarantee**

1. With respect to modules of AUO limited warranty PV module, AUO guarantees that within a term of ten (10) years from the Module manufacturing date in AUO, the performance of a Module will not be below 90% of the minimum performance standards of the Module as stated in the relevant data sheet, and within a term of twenty-five (25) years from the Module manufacturing date in AUO, the performance of a Module will not be below 80% of the minimum performance standards of the Module as stated in the relevant data sheet.
2. Should the actual performance of the Modules be below the parameters stated in section II.1 and should this defect be proven by the Customer by evidencing the certified report through a generally accepted test procedure of an IECCE accredited PV-testing laboratory, AUO will compensate for the loss of performance in power, at AUO’s sole option, by (i) delivering additional modules of compatible model to make up such loss in power, or (ii) providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or (iii) by repairing or replacing a defective module.
3. In the event of a replacement delivery made by AUO, the Customer is not entitled to receive new photovoltaic modules. AUO is authorized to also supply used or repaired photovoltaic modules.
4. The replacement of Modules or the delivery of additional modules shall not renew or extend the warranty period stated in section I.1 or the term of the performance guarantee stated in section II.1.
5. Claims under this Warranty and Performance Guarantee must be made according to the conditions herein and must be sent to AUO in writing within seven days from the date on which the defect is recognized.



### **III. Normal conditions of use**

1. The warranties as set out under section I. can only be granted if the Modules manufactured by AUO have been installed and used in a proper and orderly fashion.
2. Warranty claims must in any event be notified to AUO within the applicable warranty period.
3. Exclusions
  - A. operation under unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions or rating plate data;
  - B. or modification by persons not authorized by AUO;
  - C. extreme external influences such as smoke, salt, acid rain or other pollutants or persons (vandalism);
  - D. usage on mobile applications, such as vehicles, ships etc.;
  - E. any other improper usage, e.g., for another purpose or use other than such provided for and in a manner which does not correspond to the technical or safety regulations applicable in the country in which the module is being operated; or
  - F. influence of forces of nature, force majeure and other unforeseeable circumstances beyond the control of AUO such as e.g. earthquakes, typhoons, cyclones, volcano eruptions, floods, lightning, snow damages etc.. In addition, the warranties stated in section I. or the performance guarantee stated in section II. shall not apply if the type number or the serial number of the module has been altered, deleted, removed or made illegible.
  - G. if Modules are coupled or interconnected with other incompatible modules or types.
  - H. due to the high quality standards of the glass used by AUO for its glass-solar modules, breakage of glass can only be caused by the influence of third parties.

### **IV. Limitation of the guarantee of performance**

The warranties stated in section I. or the performance guarantee stated in section II. shall not form the basis for further claims against AUO, in particular for compensation due to lost profits, compensation for loss of use, indirect damages or claims for compensation of damages which may occur beyond the product.

### **V. Applicable Law**

These guarantee terms shall be governed by the laws of Germany excluding the Convention on Contracts of International Sale of Goods and any conflicts of laws provisions.

### **VI. Validity**

These Warranty and Performance Guarantee Conditions apply to Modules manufactured by AUO and delivered from September 1<sup>st</sup>, 2011.