

Confidential

## 1. Subject

- 1.1. The present document sets out the terms of the commercial guarantee (to the exclusion of any other) that is provided by Soltech for its full range of photovoltaic glass products. Where SolSky is sold with electrical accessories such as inverters, such accessories shall be covered by the guarantee of the original manufacturer.
- 1.2. The guarantee consists of both the product indicated in Article 2 and the performance guarantee indicated in Article 3 below (together referred to as the **Guarantee**).

## 2. Product Guarantee

On condition that SolSky is handled, installed, operated, maintained and supplied with electricity in accordance with the Installation, Maintenance and Safety Manual and the technical documentation, Soltech hereby makes an undertaking to the original buyer (hereinafter referred to as the **Buyer**) that:

- 2.1. Upon delivery, SolSky will comply with the specifications agreed upon between the Buyer and Soltech in the sales contract; and
- 2.2. SolSky will neither become significantly delaminated nor substantially change its colour for a period of 10 years following delivery to the Buyer, provided that the following are not considered defects:
  - a. bubbles of up to 15 mm along the edges;
  - b. an interlayer shrinkage of up to 5 mm from the edge of the glass.

## 3. Performance Guarantee

- 3.1. Whenever a sale is made, SolSky shall be tested to measure its electrical power according to the standard test conditions<sup>1</sup> (hereinafter referred to as **Standard Power**).
- 3.2. Soltech guarantees that the electrical power of a SolSky module, when measured according to the standard test conditions and when none of the cases mentioned in Article 5.1. apply, will be at least equal to:
  - (i) 90% of the Standard Power for a period of **10 years** following delivery to the Buyer; and
  - (ii) 80% of the Standard Power for a period of **15 years** from the end of the period indicated in Article 3.2. (i) above.
- 3.3. Given that the generation of electrical power depends on SolSky's conditions of use, such as the climate conditions and exposure to the sun, i.e. conditions over which Soltech has no control, it is expressly agreed that on no account will Soltech guarantee a minimum level of electrical power generation.

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<sup>1</sup>The following standards: IEC 61215 (crystalline silicon photovoltaic modules); IEC 61646 (thin film photovoltaic modules).

## 4. Notification Procedure

- 4.1. To be eligible to make use of the Guarantee, the Buyer must satisfy the following four cumulative conditions, which are expressly accepted by the Buyer:
- (i) after conducting thorough and detailed verification tests, notify Soltech, via registered letter with acknowledgement of receipt, about (1) any non-compliance with the technical specifications and (2) any fault/defect within a period of 15 days following (1) the delivery date or (2) the date on which the fault/defect is or should have been noted; it is the responsibility of the Buyer to provide evidence, by any means necessary, of the date when the defect was discovered;
  - (ii) send Soltech the receipt confirming the purchase and delivery dates;
  - (iii) refrain from interfering (i.e. by disassembling or removing the modules) with any SolSky module that is reported to be non-compliant or faulty until he has received written instructions from Soltech; and
  - (iv) where applicable, comply with Soltech's written instructions.
- 4.2. Any failure to follow the procedure indicated in Article 4.1. shall automatically render the Guarantee null and void. The Buyer shall no longer have the right to claim anything for the respective defect or fault where he does not adhere to the provisions of Article 4.1., regardless of the legal basis of his claim (including Article 1641 et seq. of the Civil Code).
- 4.3. Provided that the Guarantee applies, Soltech, at its sole discretion, shall reimburse (subject to a 5% discount for every year that has elapsed since delivery to the Buyer), repair or replace the non-compliant/faulty SolSky module.
- 4.4. The replaced SolSky module or part of a SolSky module may comprise new, remanufactured or repaired parts or components. Soltech reserves the right to replace the SolSky module with another type of photovoltaic module where the SolSky module that needs to be replaced is no longer available.
- 4.5. The replaced or repaired SolSky module shall be covered for the remaining period of the initial Guarantee which covered the faulty SolSky module.

## 5. Exclusion and Limitation of Liability

- 5.1 The Guarantee is limited to the reimbursement or replacement undertaking indicated in Article 4.3. above. Therefore, the Guarantee does not cover normal product wear and tear, damage caused by improper use or any operation which does not comply with the instructions in the Installation and User Manual; damage caused by negligence or inadequate maintenance; damage to a SolSky module or any other real estate or movables that was caused by a SolSky module that had been modified, processed, repaired or serviced by the Buyer or any other party than a service provider approved by Soltech; damage caused by an accident or by any factor over which Soltech had no control; damage caused by third-party components (e.g. electrical systems) which were not supplied by Soltech, damage caused by cutting or destroying cable(s) connected to a SolSky module; aesthetic damage; damage caused by force majeure (e.g. bad weather, hailstorms, fire, flooding), the costs of (dis)assembly, installation/removal of the glass and all additional handling charges; direct and indirect damage, including loss of profit as a result of the undergeneration of electrical power.
- 5.2 In any event, regardless of the basis of the Buyer's claim, Soltech's liability shall not exceed the amount (excluding tax) of the initial sale that gave rise to the Buyer's claim.

## 6. Applicable Law

The guarantee is governed by the law of the jurisdiction in which the Soltech headquarters are located.

## 7. Miscellaneous

- 7.1 Where one of the clauses in the present document is declared null and void or inapplicable by a competent jurisdiction, the present clause shall apply incorporating all the deletions and amendments required to ensure that it is legal, valid and applicable, that it reflects the parties' commercial intention and that the other clauses of the Guarantee nevertheless remain applicable, valid and enforceable.
- 7.2 Sales of SolSky are subject to Soltech's General Terms and Conditions of Sale. Where the General Terms and Conditions of Sale and the present guarantee contradict each other, the latter shall take precedence.

## 8. Guarantee for insulated glass

Where a SolSky module is installed in insulating glass such as double-glazing (hereinafter referred to as **IGU SolSky**), Soltech's<sup>2</sup> General Terms and Conditions shall also apply.

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<sup>2</sup> At [www.soltech.be](http://www.soltech.be)