

Warranty certificate for PowerGlaz® photovoltaic modules

(valid from January 2009)

This warranty is issued by Romag Ltd and is specifically in respect of standard photovoltaic modules purchased from Romag Ltd by Fath GmbH, 91174 Spalt, Germany.

By acquiring the products of Romag Ltd you have purchased quality. As a sign of confidence in this quality, we are pleased to be able offer you the following warranty certificate.

The PowerGlaz® photovoltaic modules have been meticulously manufactured and are, if used correctly according to the operating instructions and other pertinent regulations, neither a risk to life and limb nor to materials. In the production process PowerGlaz® photovoltaic modules are checked and tested for their functionality, performance and perfection. Romag Ltd warrants the following conditions for the photovoltaic modules of the types SMT 6(48)P, SMT 6(60)P purchased from Romag Ltd

This warranty applies only to PowerGlaz® photovoltaic modules which were sold by Romag Ltd in Europe and were labelled originally with the name of the manufacturer, Romag Ltd.

Material and processing warranty

The warranty period for material and processing errors is 5 Years from the delivery date or date of invoice whichever is the earliest (delivery note or invoice document).

The warranty for material and processing applies for all possible material and processing errors which come into question but does not include errors which result from incorrect handling, product modifications, installation, conversion or additions, supplements, operation, natural elements, excessive or deficient energy supply, chemicals, the effect of solid bodies or wilful damage.

Any warranty works carried out or payments made do not extend the warranty period.

25-year performance warranty (operation within the EU, Switzerland)

Romag Ltd warrants that the panels supplied to the above named purchaser will maintain power output for a total of 25 years from date of purchase, the first 10 years at 90% minimum rated power output and the balance of 15 years at 80% minimum rated power output.

The determination of performance shall take place according to IEC 60904 by checking the photovoltaic module under STC conditions (cell temperature 25°C, radiation 1000 W/m², AM 1.5) with a system calibrated by Romag Ltd and with an approved reference module. The minimum performance to be assumed on commencement of the warranty period is assumed from the performance information (performance class) affixed to the PowerGlaz® module, less

the production tolerances stated on the data sheet, less the measurement tolerance of the measuring device used.

General conditions

Romag Ltd provides warranty for defects on the modules delivered by Romag Ltd. Other defects, damage or demands, no matter of which type, are not covered by this warranty. The above-stated performance warranty exclusively applies to losses in performance which arise through degradation and do not apply for other defects on the modules or losses of performance through other defects such as, for example:

- incorrect installation
- incorrect load-bearing construction incl. fastening elements
- environmental influences such as contamination or damage through smoke, gases, salt, chemicals
- natural elements
- over or undersupply of energy (over or undervoltage)
- deficient servicing
- impact by solid bodies
- deficient plant planning, configuration or assembly
- incorrect handling or incorrect operation
- improper operation
- unsuitable servicing and unsuitable tests, glass breakage due to external influences, external stress or vandalism or theft
- operation under unsuitable ambient conditions or through unsuitable methods deviating from the product specifications, operating instruction or nameplate information
- operation on mobile units e.g. cars, boats or aeroplanes etc.

Claims

If any breach of this warranty is reported to Romag Ltd, in writing, before the end of the final year of the applicable warranty period, Romag Ltd must be given the opportunity to view and investigate the cause of the alleged defect 'in-situ', as failure to adhere to this procedure will result in the warranty becoming null and void.

If the breach is found to be the responsibility of Romag Ltd, the company will by its sole option either:-

1. Provide a replacement product, or
2. Refund to the customer 100% of Romag Ltd's original selling price for the product affected by the defect.

3. Granting a price reduction to the extent of the deficient performance at the market price valid at the point of time of the commencement of warranty

If Romag Ltd elects to supply a replacement product, the Warranty thereon will extend to the balance of the original warranty period.

This is the only extended Warranty made to any organisation, or individual, in relation to the above named components and is offered in accordance with our terms of sale.

Other than as detailed above Romag Ltd shall not be liable for incidental or consequential damages of any sort arising from a claim made relating to this Warranty.

This Warranty is only valid if payment, in full, has been received by the Company in respect of all goods of their supply.

Only Romag Ltd has the authority to amend this Warranty.

All warranty claims should be directed to Romag Ltd in writing enclosing a copy of the invoice and a description of the defect/loss of performance within the warranty period.

Romag Ltd shall accept no returns of modules without the previous written request for this.

Contact

All correspondence with Romag Ltd shall be conducted through the following address:

Romag Ltd
Leadgate Industrial Estate
Leadgate
Consett
Co. Durham
DH8 7RS
UK