



# Conergy PH Series Photovoltaic Module Limited Warranty

## § 1 Scope

- A. Conergy, Inc., a New Mexico corporation, hereinafter referred to as "Conergy", grants only to the original end customer ("Customer") this limited warranty (this "Limited Warranty") in accordance with the terms and conditions herein, on the following photovoltaic modules: Conergy PH 220P, Conergy PH 225P, Conergy PH 230P, Conergy PH 235P, Conergy PH 240P, Conergy PH 175M, Conergy PH 180M, Conergy PH 185M and Conergy PH 190M (the "Product").
- B. This Limited Warranty sets forth Conergy's total and exclusive warranty obligation. Conergy does not assume, nor authorize any person to assume for it, any other liability in connection with the sales of its Products.
- C. This Limited Warranty applies geographically to Product sold and properly installed in the United States of America and Canada.
- D. Each warranty period commences on the date of purchase (date of invoice) by the first purchaser.
- E. This Limited Warranty may be transferable upon sale of the Product so long as the Product remains installed in its original location during the applicable warranty period. Any such transfer will not cause the beginning of any new warranty period, nor shall the original terms or warranty period of this Limited Warranty be extended by any such transfer. To transfer the Limited Warranty, the transferor shall provide written notice, including (1) the transferee's full legal name, (2) installation address, (3) date of transfer, and (4) a copy of the relevant purchase order(s) / invoice(s) for the Product, to the Customer Service address indicated in § 4 below.

## § 2 Limited Warranty

- A. **Limited warranty on material and workmanship:** Subject to the exclusions, conditions and limitations contained herein, Conergy warrants that Product shall be free from defects in materials and workmanship for a period of 5 years.
- B. **Limited warranty on minimal power output:** Subject to the exclusions, conditions and limitations contained herein, Conergy further warrants that Product shall generate not less than 90% of the minimum rated output for a period of 10 years, and not less than 80% of the minimum rated output for a period of 25 years. The loss of performance must be determined by a test authority approved by Conergy and which adheres to an authorized test procedure that is carried out under standard test conditions (STC). This limited warranty on minimum power output covers only reductions in output resulting from cell degradation. Reductions in output caused by

material or workmanship defects which occur after termination of the material and workmanship limited warranty described in § 2(A) above are not covered.

If any Product fails to operate during the applicable warranty period due to a warranted defect in material or workmanship as set forth in § 2(A) or fails to generate the warranted power output as set forth in § 2(B), Conergy shall either, at its option and expense and as its sole and exclusive obligation, repair the defective Product or component thereof in question or replace the defective Product or component thereof with a new, refurbished or updated Product or component, as applicable. Conergy will acquire legal title to any Product for which a replacement has been supplied. If the Product in question is no longer manufactured, then Conergy shall be entitled to provide a different comparable Product (different size, different color, different form and/or different performance, etc.) of comparable value.

## § 3 Limited Warranty Exclusions and Conditions

- A. This Limited Warranty does not apply if the defects or discrepancies in the condition of the Product are not material and such defects or discrepancies are insignificant with respect to the value or conforming use of the Product.
- B. This Limited Warranty does not apply to Product with missing, altered or defaced serial numbers.
- C. This Limited Warranty does not cover any adverse effects on the Product or any Product defects which arise because:
  - 1. The Product was not assembled and installed on a suitable mounting structure in accordance with the assembly and installation instructions and applicable technical norms and regulations;
  - 2. The Product was not installed by qualified personnel with the skill set defined in the installation manual;
  - 3. The Product was not transported, installed, assembled, tested or operated in accordance with best prudent industry methods and practices;
  - 4. The Product was not used in accordance with the published technical specifications or the Product was used contrary to the intended purpose of use as specified in the installation manual;
  - 5. The Product was not properly stored before or during the assembly/installation phase;
  - 6. Interferences with or changes to the Product or its accessories were made without the express written consent of Conergy;
  - 7. The Product was subject to extraordinary environmental conditions (e.g., excess voltage, strong magnetic fields, contact with

salt water, pollution, acid rain, mold or similar circumstances);

8. The Product was subject to a *force majeure* (as defined in § 5A, below).

D. Performance under this Limited Warranty will not trigger the commencement of a new warranty period, nor will it extend the applicable warranty period.

#### § 4 Procedures in the Event of a Warranty Claim

If the Product exhibits defects that are covered under this Limited Warranty, Conergy must be notified within 60 days of the occurrence of the defect by contacting Conergy Customer Service at **888-396-6611** or at the address or facsimile number noted below.

Please have the following information available when contacting us by phone:

- Your name, address, ZIP or postal code and a telephone number where you can be contacted
- The Product model description and serial number
- Purchase receipt containing the date and vendor's address
- Warranty certificate of the defective Product (if available)
- The date of installation
- The location and address of installation
- A complete listing of the observed defects and additional information which could help in analyzing the defect.

The staff of Conergy Customer Service will inform you about any additional steps and will supply you with your own individual claim number. Please provide this number during any subsequent discussion or communications related to the processing of your claim.

The following documents and information must be made available to Conergy upon request:

- Photographs of the damaged Product(s)
- System circuit diagram(s)
- Any pertinent system monitoring or data capture records

If the staff members at Conergy Customer Service request that you send Conergy purchase documentation which is more specifically defined during the discussions, then please send this information either by mail or by fax to the following address:

**Conergy Customer Service**  
**Suite 280C**  
**2460 W. 26<sup>th</sup> Avenue**  
**Denver, CO 80211**  
**Fax (720)-279-3664**

Please note that Conergy cannot accept the delivery of any Product that it receives without prior notice by telephone.

#### § 5 Warranty Limitations and Final Provisions

A. Conergy is not liable for any delays or failure to provide the warranty performance listed in § 2, if that delay or failure is caused by *force majeure* (i.e., war, war-like conditions, terrorism, vandalism, earthquake, civil unrest, strikes,

epidemics, fire, flooding, lightening strike, hail or other similar circumstances which are beyond Conergy's control).

B. THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IF THE CUSTOMER IS A BUSINESS OR ENTITY, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF THE CUSTOMER IS A CONSUMER WHO PURCHASES THE PRODUCT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, IN NO EVENT SHALL ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD IDENTIFIED IN § 2, ABOVE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

C. The total scope of liability under this Limited Warranty is limited to the purchase price paid by the Customer for the individual Product.

D. The foregoing provisions state Conergy's entire liability, and the Customer's exclusive remedy, for any breach of warranty, express or implied. IN NO EVENT WILL CONERGY BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR OUT OF THE INSTALLATION OR USE OF ANY PRODUCT, OR ANY BREACH OF WARRANTY; WITHOUT LIMITING THE FOREGOING, CONERGY SHALL NOT BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT, LOST REVENUE, HARM TO REPUTATION, LOSS OF DATA, ADVERTISING OR MANUFACTURING COSTS, OVERHEAD COSTS, LOST CUSTOMERS, OPERATIONAL DISRUPTIONS OR DOWN-TIME RESULTING FROM THE INSTALLATION OR USE OF ANY PRODUCT OR ANY BREACH OF WARRANTY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

E. This Limited Warranty shall be governed by the internal laws of the state of Colorado, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Limited Warranty statement. Any and all disputes arising out of or relating to this Limited Warranty, any breach of warranty, the Product, or the installation or use of the Product shall be resolved through binding arbitration conducted in Denver, Colorado, U.S.A.