

SolarGiant III Limited Warranty

§ 1 Limited Warranty

- A. Conergy, Inc., hereinafter referred to as "Conergy", places the highest demands on the quality of its products. Therefore, Conergy warrants only to the original retail purchaser ("Customer") that the SolarGiant III product (the "Product"), when installed properly in the United States of America or Canada, will be free from defects in workmanship and material during the applicable warranty period identified in § 2, below, subject to the limitations contained in this limited warranty statement.
- B. This limited warranty statement 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 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 orders for the Product, to the Customer Service address indicated in § 3 below.
- D. 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 in accordance with the assembly and installation instructions and the applicable technical norms and regulations;
 2. The Product was not assembled and 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 practices;
 4. The Product was not used in accordance with the technical specifications agreed upon or the Product was used contrary to the intended purpose of use;
 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. Accessories, which are not original Conergy accessories were used in connection with the Product;
 8. The Product was not serviced by a specialist firm at least once each year;
 9. The Product was exposed to extraordinary environmental influences (e.g. excess voltage, magnetic fields or similar circumstances);
 10. The Product was subject to a *force majeure* (e.g. lightning strike, hail, fire, vandalism or natural catastrophes);
 11. A heightened salt content in the ambient air or oxidation-provoking metal combinations (e.g., copper) have caused corrosion at the installation site of the Product;
 12. The load capacity of the foundations, footers or ground have not been assured according to the accepted state-of-the-art technology and applicable technical norms and regulations

E. If any Product fails to operate during the applicable warranty period due to a warranted defect in workmanship or material, Conergy shall either, at its option and expense and as its sole and exclusive obligation, carry out a professional repair of the defective Product component in question or replace the defective component with a new or updated component. 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.). Components and service labor will be provided to repair or replace the Product in question.

F. Performance under this limited warranty will not trigger the commencement of a new warranty period, nor will it extend the applicable warranty period.

§ 2 Territorial Scope/Warranty Period

- A. This limited warranty applies geographically to Products sold and installed in the United States of America and Canada.
- B. The warranty period for all metallic Product components is 10 years.
- C. The warranty period for all non-metallic Product components is 2 years.
- D. Each warranty period commences on the date of delivery of the Product to the Customer.

§ 3 Procedures in the Event of a Complaint

If the Product exhibits defects that are covered under this limited warranty, then please promptly contact Conergy Customer Service at **888-396-6611**.

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

- Your name, address, ZIP or postal code and a telephone number where we can reach you.
- The Product model description
- 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 complaint number. Please provide this number during any subsequent discussion or communications related to the processing of your complaint.

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

2480 W. 26th Avenue

Suite 2B

Denver, CO 80211

Fax (720)-279-3664

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

§ 4 Warranty Limitations and Final Provisions

- 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. Conergy is not liable for any delays or failure to provide the warranty performance listed in § 1, if that delay or failure is caused by *force majeure*, war, war-like conditions, terrorism, earthquake, civil unrest, strikes, epidemics, fire, flooding or other similar circumstances which are beyond Conergy's control.
- C. 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 states 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 state to state.
- D. The total scope of liability under this limited warranty is limited to the purchase price paid by the Customer for the individual Product.
- E. 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 DOWNTIME RESULTING FROM THE INSTALLATION OR USE OF ANY PRODUCT OR ANY BREACH OF WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- F. This limited warranty statement 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 statement, 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.