



## PHOTOVOLTAIC MODULE LIMITED WARRANTY

THIS WARRANTY IS PROVIDED BY SCHÜCO USA, L.P. ("SCHÜCO") ONLY TO THE FIRST CONSUMER PURCHASER ("SCHÜCO CUSTOMER").

### 1. LIMITED PRODUCT WARRANTY

Schüco warrants that for **five (5) years** from the date of delivery, the Schüco crystalline photovoltaic modules (each a "PV Module") shall be **free from defects in materials and workmanship** under normal, application, installation, use and service conditions. In the event that the PV Module is found to have material or fabrication defects within the specified warranty period from date of delivery to the Schüco Customer, Schüco shall, at its sole option, repair or replace the defective component, or issue the Schüco Customer a refund of the purchase price. The repair, replacement or refund shall be sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the five (5) year period set forth herein. This limited product warranty does not warrant a specific power output of the PV Module, which shall be exclusively covered under Section 2 hereinafter (Limited Power Warranty). The supply of a replacement PV Module shall not serve to extend this warranty.

### 2. LIMITED POWER WARRANTY

Schüco warrants a module output for the PV module of at least **90% of the nominal power output (as set forth in Section 3 below) within twelve (12) years** from the date of delivery to the Schüco customer.

In addition, Schüco warrants a module output for the PV module of at least **80% of the nominal power output within twenty-five (25)** from the date of delivery to the Schüco customer.

Should it be shown, on the basis of an appropriate performance test provided by the Schüco Customer and recognized by Schüco that the PV Module does not meet the aforesaid minimum output within the applicable warranty period, Schüco will, at its sole option, repair or replace the defective component, or issue the Schüco Customer a refund of the purchase price. The power output shall be measured under STC (Standard Test Conditions: cell temperature of 25 degree Celsius, radiation of 1000 W/m<sup>2</sup>, spectrum AM 1.5) using a performance test system and institute accepted by Schüco and Schüco. The supply of a replacement PV Module shall not serve to extend this warranty.

### 3. WARRANTED MODULES AND NOMINAL POWER OUTPUT

The Limited Product Warranty and Limited Power Warranty are valid for all Schüco crystalline PV modules listed below. Module types not contained in this list are not covered under these warranties.

- Schüco S 165 SPU-4 → nominal power: 165 Wp
- Schüco S 170 SPU-4 → nominal power: 170 Wp
- Schüco S 175 SPU-4 → nominal power: 175 Wp
- Schüco S 180 SPU-4 → nominal power: 180 Wp
- Schüco SPV 200 SMAU-1 → nominal power: 200 Wp
- Schüco SPV 210 SMAU-1 → nominal power: 210 Wp
- Schüco MPE 310 MP02 → nominal power: 310 Wp
- Schüco MPE 320 MP02 → nominal power: 320 Wp
- Schüco MPE 330 MP02 → nominal power: 330 Wp

### 4. EXCLUSIONS AND LIMITATIONS

This warranty is granted by Schüco to the Schüco Customer only. The warranty only covers materials manufactured or assembled by Schüco and installed by a Schüco-authorized dealer. All warranties assume normal and reasonable use of Schüco products or components. These warranties do not cover damage caused by occurrences beyond the control of Schüco such as defective, negligent or faulty installation, incorrect product configuration, building or zoning code violations, settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any Schüco products or components by other than a Schüco-authorized dealer, normal weathering and wear and tear, glass breakage, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of non-Schüco and non-Schüco approved caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the U.S. Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution. These warranties also will not apply

to damage resulting from the failure to provide reasonable maintenance, including failure to clean the product, maintain sealing, painting and/or caulking as reasonably necessary, or clear off gutters or roofs as and when necessary. These warranties do not cover any damage or material failure or misalignment caused by objects dropped, thrown or placed against the products or due to combining any Schüco products with materials, components, gaskets, seals or operating hardware not approved for such use by Schüco or Schüco. Visual differences among PV Modules do not under any circumstances constitute a material defect. No warranties are valid unless and until the Schüco Customer has made full payment under the original sales agreement and all addenda thereto. Also not covered are reductions in performance and material and fabrication defects resulting as a consequence of:

- Use of defective system components and inverters, installation systems, connecting cables or semiconductor diodes.
- Non-adherence to the actual Schüco Installation and Operating Instructions.
- Installation of the PV Module by unskilled or untrained persons.
- Connection of the PV Module to other PV modules of different construction or PV modules from other manufacturers.
- Incorrect wiring and connection of the PV Module or incorrect handling during this work.
- Use of the PV Modules on moving objects such as motor vehicles, ships or airplanes.

## **5. HOW TO OBTAIN WARRANTY SERVICE**

The Schüco Customer shall file warranty claims under the Limited Product Warranty and/or the Limited Power Warranty in writing (together with the corresponding invoice copy) within the warranty period and immediately following establishment of the facts giving rise to a claim at the following address:

Schüco USA L.P.  
240 Pane Road  
Newington, CT 06111  
Phone: 1-860-666-0505  
Fax: 1-860-666-2359

Under either the Limited Product Warranty or the Limited Power Warranty, it is the Schüco Customer's obligation to provide Schüco with evidence that the covered PV Module contains a material or fabrication defect or does not perform within the warranted performance parameters.

## **6. LIMITATION OF WARRANTY SCOPE**

These warranties of Schüco products are the only expressed warranties provided by Schüco. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Schüco any obligation, liability, or responsibility in place of or in addition to these warranties. Furthermore, claims seeking the reimbursement of costs such as, for example, accrued transport costs, costs of any required performance testing, costs for dismantling and/or assembly, on-site inspection, other indirect costs associated with the making of a warranty claim are expressly excluded.

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SCHÜCO, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SCHÜCO. SCHÜCO SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SCHÜCO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SCHÜCO'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SCHÜCO BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Newington, July 2009

Schüco USA L.P.