

guarantee certificate for aleo-modules

A. aleo-Guarantees

1. aleo-Product Guarantee

Subject to the conditions of this Guarantee Certificate, we guarantee aleo-modules to be free from defects for a period of 10 years from the date of delivery. The power output is guaranteed solely under the aleo-Power Guarantee.

2. aleo-Power Guarantee

Subject to the conditions of this Guarantee Certificate, we guarantee a module power output of at least 90 % for a period of 10 years and of at least 80 % for a period of 25 years from the date of delivery, as specified by the rated output in the applicable data sheet within the related measurement tolerance. The Guarantee applies to module output determined under standard test conditions (STC).

B. Guarantee Conditions

Guarantee eligibility applies to the owner at the time of the occurrence of a Guarantee case. The defective module has to be part of the solar plant, in which it was initially integrated. These Guarantees do not apply to modules that were dismantled and re-mounted (except for purposes of repair) or used in any other way that is not intended. The aleo-Guarantees are effective within the European Union or in any country, in which we put the modules into circulation. Guarantee claims must be filed within the applicable Guarantee period.

These Guarantees apply in case of normal and proper application, installation, use and maintenance of the modules and only under usual operating conditions. In particular, the compliance with the "Technical Information on the Installation and Operation of aleo-Modules" in its up-to-date version on the day of the installation is of the utmost importance. Only persons authorized by us may undertake repairs, modifications and other changes to the module itself.

These Guarantees are only effective under normal climate conditions. They do not apply to damages caused by current surges, lightning, water, vermin, fire, breakage, salt, undue shock or similar external influences. Neither do they apply to damages based on acts of third parties and other events or accidents that are beyond the common use of the modules and beyond our influence and power.

Furthermore, the Guarantees do not apply if modules are used in offshore systems. Mere optical changes of the modules that do not influence the fundamental technical function, do not classify as a defect. These Guarantees do not apply if the label or serial number of the modules have been changed, erased, or made illegible, or if they are illegible due to any other reason.

C. Indemnification

When a Guarantee case is established we are obligated to compensate the claimant by any of the following options:

- Replacement of products
- Repair
- Reimbursement of the costs of replacement for a similar module, annually reduced by a linear depreciation, taking into account an anticipated life time of 30 years.
- Providing additional modules on our own account or taking technical measures to re-establish the guaranteed power output.
- Reimbursement of the purchase price, annually reduced by a linear depreciation, taking into account an anticipated life time of 30 years.

The choice of the indemnification option is subject to our sole discretion, taking into account the circumstances of the individual case and the legitimate interests of the claimant. Further Guarantee claims do not apply.

Warranty claims under any sales contract will not be restricted through this Guarantee Certificate. The liability of the producer is not restricted either. Indemnification neither extends the Guarantee period nor constitutes the start of a new period. All replaced modules shall become our property.

D. Assertion of Guarantee Claims

When submitting Guarantee claims, the original invoice (stating the date of delivery and the material codes) must be included. In case of claims due to non-attainment of the minimum guaranteed output, a dated test certificate of proof must be submitted.

The assertion of a Guarantee claim has to be filed within 1 month after the knowledge, however at the latest 6 months after the occurrence of the Guarantee case. This Guarantee Certificate is governed exclusively by German law.

These Guarantees are an independent, voluntary and gratuitous service which does not influence the agreements made between the vendor and the purchaser in any way. All questions and claims regarding Guarantee cases should be directed to the vendor of the modules. However, you can also contact: aleo solar Deutschland GmbH, Osterstraße 15, 26122 Oldenburg, Germany.

E. Scope of the aleo-Guarantees

This Guarantee Certificate only applies to modules with the material code Sxx.xxx.0, Sxx.xxxS0 or Sxx.xxxT0.

It is valid for modules delivered between 1 May 2009 and the day a new Guarantee Certificate becomes effective. For modules delivered before 1 May 2009 the previous Guarantee remains in force.

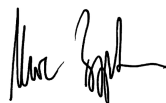
Prenzlau, 1 May 2009



Jakobus Smit
CEO



Heiner Willers
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