For Information Purpose Only: The original German version of this Guaranty Certificate is the only legally binding document.

This English version ist not legally binding!

This is the English translation of the following document: "Garantiebedingungen für Photovoltaikmodule der NA-Serie" (gültig für o.g. Sharp Photovoltaikmodule, die ab 1. Oktober 2006 von Ihnen gekauft worden sind.)

Terms and conditions of guarantee for NA-series photovoltaic modules

(valid for the above mentioned SHARP photovoltaic modules purchased since 1. October 2006)

IMPORTANT:

Claims from these terms and conditions of guarantee can only be asserted if you or your installer has applied for registration for a guarantee on SHARP NA-series photovoltaic modules for your photovoltaic system (either via module passport – enclosed with the pallets – or via online registration to www.mehrwert-registrierung.com). The registration must be received by SHARP within a period of 12 weeks from initial commissioning of the photovoltaic system. In the event of failure to register within the 12-week period, no guarantee claims are possible.

Dear Sharp customer,

each SHARP photovoltaic module purchased by you has been carefully manufactured and its functional ability tested in a final inspection. Should a photovoltaic module nevertheless at any time exhibit a defect in material and/or workmanship or a loss of output within the guarantee period, you can under the following conditions, and in addition to your statutory warranty rights as a purchaser, claim against Sharp Electronics (Europe) GmbH under the product guarantee (A) or under the respective output guarantee (B I or B II) that is applicable to you.

This Certificate of Guarantee applies only to modules that Sharp Electronics (Europe) GmbH has imported. Should you be unsure in this respect, please contact your dealer!

A Product guarantee

1) Scope of the product guarantee

If a manufacturing defect in material and workmanship (hereinafter 'defect') occurs to the module within 24 months, you can claim under our product guarantee. The product guarantee is limited to the following components: frames, glass, cells, cable including plug connectors, junction box and film.

The guarantee does not cover defects that are caused by improper handling, product changes, installation, operational errors or the actions of third parties.

The guarantee period of 24 months begins on the day on which the module was first purchased by end user from SHARP or from a dealer. In the event of a change of owner of the registered modules, new registration is required. As it is the case with the provision of services under the guarantee, the new registration does not result in any extension of the guarantee period.

2) Guarantee service

Sharp Electronics (Europe) GmbH shall fulfil its guarantee obligation by, at its option, either repairing the defective module free of charge or replacing it with a comparable module free of defects. Any installation/dismantling costs that accrue shall not be borne by us.

B I: Output guarantee (use within the EU, Norway, Switzerland, Iceland and Liechtenstein)

The following output guarantee applies exclusively to output losses (degradation) of the cells and not for other defects to the modules.

1) Scope of the output guarantee

- a) If, within a period of ten (10) years, the output of the module is less than 90 % of the minimum output specified on delivery, and if SHARP determines that such a loss of output is due to degradation/power loss of the cells, then SHARP will, at its own option, either compensate for the loss of output by supplying additional modules or by repairing or replacing the module, or reimburse the amount of the purchase price taking into consideration an annual depreciation of 5 % of the original purchase price.
- b) If, within a period of twenty (20) years, the output of the module is less than 80 % of the minimum output specified on delivery, and if SHARP determines that such a loss of output is due to degradation/power loss of the cells, then SHARP will, at its own option, either compensate for the loss of output by supplying additional modules or by repairing or replacing the module, or reimburse the amount of the purchase price taking into consideration an annual depreciation of 5% of the original purchase price.
- c) The guarantee period of 10 or 20 years begins on the day on which the module was first purchased by end user from SHARP or from a dealer. In the event of a change of owner of the registered modules, new registration is required. As it is the case with the provision of services under the guarantee, the new registration does not result in any extension of the guarantee period.
- d) The examination of the module output is conducted under the following conditions: Cell temperature 25 degrees Celsius; $1000 \text{ W} / \text{m}^2$ irradiance with AM 1.5 spectrum, on a system calibrated by Sharp (according to IEC 60904).

2) Limitation of the output guarantee

The guarantee does not cover output losses that are caused by improper handling, operational errors or the actions of third parties. SHARP shall not bear the costs for dismantling, reinstallation and inspection by the customer nor shall it bear any other indirect costs.

B II: Output guarantee (use outside of the EU, Norway, Switzerland, Iceland and Liechtenstein)

The following output guarantee applies exclusively to output losses (degradation) of the cells and not for other defects to the modules.

1) Scope of the output guarantee

- a) If, within a period of ten (10) years, the output of the module is less than 80 % of the minimum output specified on delivery, and if SHARP determines that such a loss of output is due to degradation/power loss of the cells, then SHARP will, at its own option, either compensate for the loss of output by supplying additional modules or by repairing or replacing the module, or reimburse the amount of the purchase price taking into consideration an annual depreciation of 10 % of the original purchase price.
- b) The guarantee period of 10 years begins on the day on which the module was first purchased by end user from SHARP or from a dealer. In the event of a change of owner of the registered modules, new registration is required. As it is the case with the provision of services under the guarantee, the new registration does not result in any extension of the guarantee period.
- c) The examination of the module output is conducted under the following conditions: Cell temperature 25 degrees Celsius; 1000~W / m^2 irradiance with AM 1.5 spectrum, on a system calibrated by Sharp (according to IEC 60904).

2) Limitation of the output guarantee

The guarantee does not cover output losses that are caused by improper handling, operational errors or the actions of third parties. SHARP shall not bear the costs for dismantling, reinstallation and inspection by the customer nor shall it bear any other indirect costs.

C: Exclusions of the output and product guarantees

In particular, the output and product guarantees do not cover output loss and/or other defects that are caused by:

- defective system parts, supporting structures including the fixing elements, system components such as inverters, connecting cables and bypass diodes;
- installation by untrained people who are not qualified for the task;
- connecting the Sharp modules to different types of modules;
- incorrect system design, configuration and type of installation;
- incorrect wiring/installation work and incorrect handling during such work;
- failure to observe the applicable installation instruction for thin-film NA-series photovoltaic modules, currently document version 1.1
- operating the system under unsuitable ambient conditions or by using unsuitable methods that deviate from the product specifications, operating instructions or nameplate information;
- unsuitable maintenance and unsuitable tests, glass breaking due to external influences, flying objects or external loads as well as vandalism and theft;
- influences such as dirt on the front glas, soiling or damage caused by smoke, salt, chemicals or other pollution;
- paint or cleaning detergents applied to the modules;
- the use on mobile units such as vehicles and ships;
- the forces of nature (earthquakes, hurricanes, cyclones, volcano eruptions, flooding, lightning, indirect lighting strikes, snow damage, avalanches, frost damage, landslides, plagues of insects) or other unforeseeable circumstances.

D: Claiming under the product or output guarantees

Claims from these terms and conditions of guarantee can only be asserted if you or your installer has applied for registration for a guarantee on SHARP NA-series photovoltaic modules for your photovoltaic system (either via module passport – enclosed with the pallets – or via online registration to www.mehrwert-registrierung.com). The registration must be received by SHARP within a period of 12 weeks from initial commissioning of the photovoltaic system. In the event of failure to register within the 12-week period, no guarantee claims are possible.

In order to assert a claim under the product or output guarantees, you will need to submit the invoice which provides the purchase date, the model description and the serial number of the module (see nameplate). Claims under these guarantees must be asserted in writing against:

Sharp Electronics (Europe) GmbH Solar Business Group, codeword: guarantee Sonninstrasse 3, D-20097 Hamburg

Claims for defective modules/ output loss must be made within the respective guarantee period. A copy of the invoice should be enclosed with the notification of the claim.

Sharp Electronics (Europe) GmbH shall not accept any returned modules unless it has given its prior written authorization.

E: Guarantor

Sharp Electronics (Europe) GmbH, Sonninstrasse 3, D-20097 Hamburg. www.sharp.de