

Terms and Conditions of Guarantee for Photovoltaic Modules of the NA-F Series purchased by the end customer on or after 1st February 2013

IMPORTANT:

Claims arising from these Terms and Conditions of Guarantee may be asserted only if you, or your installer on your behalf, have registered for guarantee services for Sharp photovoltaic modules of the NA-F series (either by way of a module pass - enclosed with the pallets - or by online registration at www.brandaddedvalue.net) for your photovoltaic system. Such registration must have been received at SHARP within 12 weeks of initial use of the photovoltaic system. In the absence of such registration within this 12-week period, it shall not be possible to claim services under this guarantee.

Dear SHARP customer,

The SHARP photovoltaic modules of the NA-F series that you have purchased have been manufactured with care and been subjected to a final inspection. If a module nevertheless displays any manufacturing-related defect in material or workmanship or any manufacturing-related loss of power output within the guarantee period, you may, subject to the following terms and conditions, make a claim against Sharp Electronics (Europe) GmbH (hereinafter "SHARP") under this guarantee in addition to the statutory warranty claims that you are entitled to against your seller.

Section A: Scope of Application of the Guarantee

This guarantee shall apply only to modules of the NA-F series that have been brought onto the market by SHARP in the EU, Albania, Bosnia and Herzegovina, Croatia, Iceland, Liechtenstein, Macedonia, Montenegro, Norway, Serbia, Switzerland or Turkey and have been installed in any of these countries. If you have any doubts as to whether this guarantee applies to your modules, please contact SHARP.

Please note: This guarantee shall not apply to modules with the type designation SZ-N(...).

Section B: Services under this Guarantee

SHARP offers you two kinds of guarantee, which you may claim independently of each other: a 10-year product guarantee (1) and a 25-year power output guarantee (2). Under (3), we shall point out to you which services are not covered by these guarantees.

1) 10-year product guarantee

In respect of photovoltaic modules of the NA-F series, Sharp offers you a 10-year product guarantee exclusively for manufacturing-related defects in material and/or workmanship.

Commencement of the guarantee period

The guarantee period shall begin on the day when SHARP, or a distributor, delivered the module to the end customer for the first time.

Services in cases covered by the product guarantee

If a manufacturing-related defect in material and/or workmanship in respect of any of your modules becomes apparent within the 10-year guarantee period, Sharp shall, at its own option, repair the defective module free of charge or replace the defective module with a comparable defect-free module free of charge. If the type of module covered by the guarantee is no longer manufactured, a current and technically compatible module shall be delivered as a replacement.

2) 25-year power output guarantee

In addition to the 10-year product guarantee, Sharp hereby offers you a 25-year power output guarantee on photovoltaic modules of the NA-F series for manufacturing-related losses of power output in respect of the modules.

Commencement of the guarantee period

The guarantee period shall begin on the day when SHARP, or a distributor, delivered the module to the end customer for the first time.

Scope of the guarantee

In the first 10 years of the guarantee, SHARP shall guarantee you 90 % of the minimum initial power output. From the eleventh year of the guarantee up to the 25th year of the guarantee, 80 % of the minimum initial power output shall be guaranteed. This guarantee shall expire automatically at the end of the 25th year of the guarantee.

Determination of the minimum initial power output and the guaranteed percentage

100 % of the minimum initial power output shall be calculated on the basis of the maximum power output indicated on the nameplate, less the tolerance also indicated there.

The actual power output of the module shall be determined and checked under the following conditions: cell temperature 25 degrees Celsius; radiated power 1,000 W/m² with an AM-1.5 spectrum on a system calibrated by Sharp (in accordance with IEC 60904).

SHARP's services in cases covered by this guarantee

If the actual power output of the module is less than the power output guaranteed, Sharp shall, at its own option, either

- repair the module concerned, or
- replace the module concerned, or
- make a payment to compensate for any undershooting of the guaranteed power output of the module for the residual term of the power output guarantee; such compensatory payment shall be calculated at a flat rate as follows: 0.0004 € for every Watt of power output lost compared to the guaranteed power output per day of operation; or
- refund, without any deductions, the purchase price for the module concerned; SHARP may choose this form of compensation without the end customer's consent only if the module is older than 10 years, and the spare parts suitable for repairing or exchanging the module are no longer available to Sharp, or
- compensate for any shortfall in the power output by delivering additional modules, insofar as (1) the end customer consents thereto, or (2) there is sufficient space for fitting the additional modules, these modules are electrically compatible with the existing system, these modules fit in optically, and it is also reasonable in all other respects to expect the end customer to accept the delivery of a replacement.

3) Exclusions from the product and power output guarantee

The manufacturing-related "white spot phenomenon" shall be excluded from the product guarantee, provided that the white spots do not exceed the upper limit indicated in the respective product specification. Further details on this phenomenon are provided in the product specification and in the installation instructions enclosed with the product.

Sharp shall not provide any guarantee for defects not attributable to material or to the manufacturing process in respect of the module, particularly not for improper use. In particular, the module shall be deemed to have been used improperly, if you do not comply with SHARP's instructions concerning the installation, maintenance and operation of the modules, as set out in the (safety) instructions, the installation instructions and/or the specification. Important: To avoid corrosion of the TCO layer, it shall, in particular, be necessary to earth the frames in accordance with our installation instructions and to ensure a positive potential of the generator to the earth potential. Further information is provided in the installation instructions enclosed with the product.

Please note that the modules have not been designed for use on mobile units such as ships or other vehicles, and therefore use of the modules on mobile units shall **not** constitute proper use.

This guarantee shall not cover compensation for any lower energy yield or lost income from electricity sales owing to any deficiency in the power output of a module or owing to the rendering of services under the guarantee, except where Sharp decides, in any case falling under the guarantee, on the compensatory payment option specified in B.2) "Services in cases covered by the guarantee".

Section C: No Commencement of the Guarantee Period Anew

Neither the rendering of services under any of these guarantees nor any re-sale of the module to the next operator/end customer shall cause the guarantee period to commence anew.

Section D. Assertion of the Product or Power Output Guarantee

Claims arising from these Terms and Conditions of Guarantee may be asserted only if you, or your installer on your behalf, have registered for guarantee services for Sharp photovoltaic modules of the NA-F series (either by way of a module pass - enclosed with the pallets - or by online registration at www.brandaddedvalue.net) for your photovoltaic system. Such registration must have been received at SHARP within 12 weeks of initial use of the photovoltaic system. In the absence of such registration within this 12-week period, it shall not be possible to claim services under this guarantee.

To enable any claim to be made under the product or power output guarantee, we shall require from you the guarantee certificate, the delivery note showing the delivery date, the invoice showing the designation and serial number of the module (see nameplate), as well as information on the point in time when the product defect or the loss of power output was discovered. Claims under this guarantee on account of a defect or loss of power output can only be asserted in writing to:

**SHARP Electronics (Europe) GmbH,
SESE, key word: guarantee,
Sonninstrasse 3, D-20097 Hamburg, Germany,**

Claims must be asserted within six months of discovery of the defect or loss of power output. Defects and losses of power output asserted after the expiration of this period shall no longer fall under the product or power output guarantee.

SHARP shall accept returned modules only if SHARP has requested beforehand in writing that the modules be returned.

Section E: Provider of the Guarantee

SHARP Electronics (Europe) GmbH, Sonninstrasse 3, 20097 Hamburg, Germany
www.sharp.eu

Section F: Choice of Law, Place of Jurisdiction

1) Choice of law: These manufacturer's guarantees shall be subject to German law, excluding international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2) Place of jurisdiction: Hamburg (Germany) shall be the exclusive place of jurisdiction for merchants, legal entities under public law or public funds.