

Terms and conditions of guarantee for SHARP ND, NE, NT and NU - series photovoltaic modules

(valid for the above mentioned SHARP photovoltaic modules purchased since 01. August 2009)

Dear Sharp customer,

Each SHARP photovoltaic module purchased (later called the “product” or the “module”) 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 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 placed on the European market or exported to Israel or Turkey. Should you be unsure in this respect, please contact your dealer.

A: Product Guarantee (applicable worldwide)

1) Scope of the product guarantee

If a manufacturing defect in material and workmanship (hereinafter ‘defect’) becomes apparent within 60 months from the date of purchase as set out below, you can claim under this product guarantee. This product guarantee is limited to the following components: frames, glass, cells, module cable including plug connectors, junction box and film.

This 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 60 months begins on the day on which the module was first purchased by you, the end user, from SHARP or from a dealer. The execution of guarantee services will not lead to any prolongation of the original 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. If the type of module which is subject of the guarantee claim is not manufactured anymore, an actual and technically compatible standard type is delivered as substitute module. Any installation/dismantling costs that accrue shall not be borne by Sharp.

B I: Output guarantee (applicable in the EU, Albania, Bosnia and Herzegovina, Croatia, Iceland, Israel, Liechtenstein, Macedonia, Montenegro, Norway, Serbia, Switzerland and Turkey)

The following output guarantee applies exclusively to output losses (i.e. degradation of the cells resulting in power loss) and not to any other defects in the modules.

1) Scope of the 25 years output guarantee

a) If, within a period of ten (10) years, the output of the module drops to less than 90 % of the minimum output specified in the technical datasheet, then SHARP will, at its own option, either compensate for the loss of output by supplying additional modules or by repairing or replacing the defective module, or reimburse the amount of the purchase price taking into consideration an annual depreciation of 4 % of the original purchase price.

b) If, within a period of fifteen (15) years following the period under B I 1) a), the output of the module is less than 80 % of the minimum output specified in the technical datasheet, then SHARP will, at its own option, either compensate for the loss of output by supplying additional modules or by repairing or replacing the defective module, or reimburse the amount of the purchase price taking into consideration an annual depreciation of 4 % of the original purchase price.

c) The guarantee period begins on the day on which the module was first purchased by end user from SHARP or from a dealer. The execution of guarantee services will not lead to any prolongation of the original guarantee period.

d) Sharp is obliged to fulfil its output guarantee obligations only in case the examination of the module output has showed that the output losses of the module are based on a degradation/output loss of the cells. The examination of the module output is conducted under the following conditions: Cell temperature 25 degrees Celsius; 1000 W / m² irradiance with AM-1.5 spectrum, on a system calibrated by Sharp (according to IEC 60904).

2) Limitation to the output guarantee

The output 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. The output guarantee does not cover as well compensation for declined energy yield or lost profits from sale of energy, which were caused by output losses of the module or the execution of guarantee services.

B II: Output guarantee (applicable outside the EU, Albania, Bosnia and Herzegovina, Croatia, Iceland, Israel, Liechtenstein, Macedonia, Montenegro, Norway, Serbia, Switzerland and Turkey)

The following output guarantee applies exclusively to output losses (i.e. degradation of the cells resulting in power loss) and not to any other defects in the modules.

1) Scope of the 10 years 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 in the technical datasheet, then SHARP will, at its own option, either compensate for the loss of output by supplying additional modules or by repairing or replacing the defective module, or reimburse the amount of the purchase price taking into consideration an annual depreciation of 4 % of the original purchase price.

b) The guarantee period begins on the day on which the module was first purchased by the end user, from SHARP or from a dealer. The execution of guarantee services will not lead to any prolongation of the original guarantee period.

c) Sharp is obliged to fulfil its output guarantee obligations only in case the examination of the module output has showed that the output losses of the module are based on a degradation/output loss of the cells. The examination of the module output is conducted under the following conditions: Cell temperature 25 degrees Celsius; 1000 W / m² irradiance with AM-1.5 spectrum, on a system calibrated by Sharp (according to IEC 60904).

2) Limitations to the output guarantee

The output 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. The output guarantee does not cover as well compensation for declined energy yield or lost profits from sale of energy, which were caused by output losses of the module or the execution of guarantee services.

C: Exclusions

This product and output guarantee does not cover output loss and/or other defects that are caused by:

- defective system parts, supporting structures including fixing elements, system components such as inverters, generator connecting or string cables and string diodes;
- installation by persons who are not qualified or competent for the task;
- connecting the Sharp modules to a technically incompatible type 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 (the applicable installation manual is attached to the module or will be provided to you by the dealer);
- 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;
- damage caused by external factors, such as dirt on the front glass, soiling, smoke, salt, chemicals, pollution or similar;
- paint or cleaning detergents applied to the modules;
- the use on mobile units such as vehicles and ships;
- event beyond our reasonable control (such as earthquakes, hurricanes, cyclones, volcano eruptions, flooding, lightning, indirect lightning strikes, snow damage, avalanches, frost damage, landslides, plagues of insects) or other unforeseeable circumstances.

The output and product guarantee shall also be not applicable in the following cases:

- removal or manipulation of the nameplate on the back-side of the module;
- application or attachment of marks, signs, inscriptions or stickers on the foil on the back-side of the module without Sharp's express approval.

D: Claiming under the product or output guarantees

In order to bring a claim under the product or output guarantees, you will need to submit a written description of the defect and attach the invoice which provides the purchase date, the model description and the serial number of the module (see nameplate). Claims should be sent to:

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

Claims in regard of the product or output failure of the module according to this product or output guarantee will be time barred within 6 months after discovery of the product or output failure.

No returns of modules, defective or otherwise, will be accepted without prior written authorisation of Sharp Electronics (Europe) GmbH.

E: Guarantor

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

www.sharp.eu

F: Choice of law, place of jurisdiction

- 1) **Choice of law:** This guarantee is governed by German law. International private law is excluded. This does not apply to consumers, as far as this guarantee falls below mandatory national consumer protection regulations. In this case the law which is more beneficial for the consumer shall apply.
- 2) **Place of jurisdiction:** Hamburg (Germany) shall be the exclusive place of jurisdiction for merchants and legal entities of public law.