

Guarantee Terms and Conditions of Solaria Modules

DETAILS OF SOLARIA ENERGÍA Y MEDIO AMBIENTE, S.A.

SOLARIA ENERGÍA Y MEDIO AMBIENTE, S.A. (hereinafter, '**SOLARIA**'), is a Spanish company with registered offices in Madrid, C/Princesa 2, 3ª planta 28008, holder of Company Tax Code (CIF) A/83511501; Phone +34 91 564 42 72, fax: +34 91 564 54 40 and registered in the Companies Registry of Madrid on volume 18.402, Folio 168, Page M-319.304, 1st entry.

GENERAL INFORMATION ABOUT THE SOLARIA GUARANTEE

SOLARIA guarantees the BUYER that the modules that SOLARIA manufactures and sells (hereinafter, '**Solaria Modules**') show no defects in their materials or in their finish under normal conditions of installation, application, use and service in accordance with the specifications for such Module, notwithstanding the exclusions and limitations stated in Section 2 below.

This guarantee (hereinafter, the '**Guarantee**') shall apply to the modules sold by Solaria in its models S5M, S6M2G, S6P2G, S5M+.

SECTION 1. TYPES OF GUARANTEE

SOLARIA offers the following Guarantee to BUYERS of the Solaria Module:

A. Materials Guarantee

Notwithstanding the provisions of Section 2 below, SOLARIA guarantees for a period of ten (10) years, starting from the date of delivery of the Solaria Modules, any defect in materials or in manufacturing.

If at any time during the period of validity of this Guarantee the SOLARIA Module purchased by the BUYER does not work properly as a result of the appearance of defects in materials or in manufacturing, SOLARIA agrees, depending on the defect that appears and at its own discretion: (i) either to replace or repair the defective Solaria Module or (ii) to refund the same amount received by SOLARIA from the BUYER for the price at the time the Solaria Module in question was purchased.

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Headquarter:

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Nonetheless, if applicable, it is hereby expressly stated that this Guarantee shall solely and exclusively apply if the Guarantee is in full force and the Solaria Modules are owned by the first BUYER who purchased the Solaria Modules for his or her own personal use and not for resale purposes and are part of the same photovoltaic plant in which they were originally installed.

B. Power Guarantee

Notwithstanding the provisions of Section 2 below, SOLARIA guarantees the Solaria Module against a reduction in the time of the output power of the module in question due to a deterioration of the physical characteristics of the materials used in manufacturing, as follows:

- **90% of the power from the initial date of purchase up to the next ten (10) years.**
- **80% of the power from the tenth (10th) year until the twenty-fifth (25th) year.**

If, using SOLARIA'S standard testing conditions, SOLARIA determines that the Solaria Module is not providing the guaranteed percentage of the minimum output power detailed in the technical specifications, during the life of this Guarantee, then SOLARIA, at its discretion, will either:

- (i) repair or replace the Solaria Module, or
- (ii) provide the BUYER with the additional components to obtain the aggregate output power in order to achieve at least the guaranteed percentage of minimum output power specified in the data sheet, or
- (iii) pay the BUYER compensation equal and equivalent to the residual economic value that the Solaria Module has at the time of the claim.

Similarly, when presented with a guarantee claim and request for replacement, Solaria may, at its own discretion, use new, remanufactured or refurbished models to repair or replace the affected Solaria Module. Replaced modules will in any case be property of Solaria.

SECTION 2. EXCLUSIONS AND LIMITATIONS OF THE GUARANTEES

This Guarantee shall exclude anomalies, defects, flaws and/or damage of Solaria Modules that arise from:

- Aesthetic defects from normal wear and tear of the Solaria Modules, unless they entail a decline in guaranteed power or in the capabilities specified in SOLARIA'S technical or commercial brochures.
- Failure to comply with instructions on installation, use and maintenance (including but not limited to installation, dismantling, repair, replacement, modification and application by a person other than a person authorised by SOLARIA).
- Undue, negligent and/or deceitful use and/or accident.

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- Damage caused by, including but not limited to, power surges, electrocutions, drought, hail, heavy rain, snow or ice that makes it impossible to access the site, tornadoes, fires, floods, landslides, unforeseen and accidental caves, lightning bolts, extraordinary phenomena of nature, epidemics, war or civil conflicts, strikes, sabotage, terrorism, vandalism, electric shocks, charges caused by electric shocks, explosions and any other weather conditions that make proper operation of the Solaria Modules impossible.
- Solaria Modules whose serial numbers have been altered, manipulated, modified or destroyed in a manner not authorised by SOLARIA and thus become illegible and therefore cannot be clearly identified.
- Solaria Modules placed in motor vehicles, boats, in contact with saltwater and/or smoke and/or aggressive chemical agents.
- Damage, anomalies, defects or flaws in Solaria Modules due to improper packaging and/or transport of the modules when: (i) the transport or packaging of the modules has been arranged by the BUYER at his or her own risk and venture, or (ii) to the contrary, the BUYER has not notified Solaria about the damage, anomalies, defects or flaws in the Solaria Modules within a maximum of TWO (2) calendar days after receipt of the Solaria Modules.

In compliance with Royal Legislative Decree 1/2007, of 16 November, which transposes EU Directive 1999/44/EC into Spanish law, SOLARIA will cover the costs for transporting defective Solaria Modules in order to return the modules to SOLARIA and to subsequently return them to the BUYER during the first two (2) years, except when:

- The cost of transport is increased due to the fact that the BUYER resides on a Spanish island or abroad, in which case the BUYER will pay the relevant transport cost.
- If, after SOLARIA pays the transport, it turns out that there is no liability under guarantee, SOLARIA will be entitled to claim the costs incurred for such shipment. The payment or refund of monies to be paid by the BUYER shall be made within fifteen (15) working days from the date of issuance of the report stipulated in Section 4 below.

In addition, this Guarantee does not cover strictly speaking the costs of intervention arising from dismantling defective Solaria Modules or the costs of intervention for subsequently reinstalling replaced Solaria Modules.

Solaria Modules that may be supplied as additional modules to offset power losses, or those that have been supplied to replace a defective module as stipulated in the above paragraph B), do not entail any sort of renewal or extension of the term of the Guarantee. All replaced Solaria Modules will be property of SOLARIA.

SOLARIA reserves the right to supply a different model of the Module to respond to the claims accepted under guarantee, for replacement or expansion, in the event that the original model has been discontinued.

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SECTION 3. LIMITATION OF LIABILITY

SOLARIA shall not be liable to the BUYER up to the maximum extent permitted by applicable law, nor shall it be held liable for direct and/or indirect or consequential property damage or personal injury, nor shall it be held liable for any breach or delay in the implementation of its guarantee obligations, which may be directly or indirectly caused by acts of God or any other unforeseen incident beyond the control of Solaria.

SOLARIA'S liability under this Guarantee shall be solely and exclusively limited to the aforementioned obligations and, quantitatively, to the amount of the invoice paid by the BUYER for the purchase of the Solaria Module subject to the claim. This Guarantee expressly excludes any liability for indirect or consequential damage, such as loss of profit, lost business, secondary damage, loss of use of data in computer applications, loss of production income or profits, service interruptions, etc. that do not contravene the applicable laws in each country regarding the liability for the Solaria Module.

SOLARIA shall be solely liable for the lack of conformity of the Solaria Module with the characteristics identified in this Guarantee resulting from improper installation, when the installation is included in the sales and/or distribution contract or has been performed by the consumer and/or distributor and is due to an error in the installation instructions.

This Guarantee expressly excludes any other guarantee not explicitly mentioned herein.

SECTION 4. GUARANTEE CLAIM PROCEDURE

If the BUYER deems justified to exercise his or her right to present a claim during the guarantee period and can provide documentary evidence to do so, he or she should proceed as follows:

- 1º. Notify in writing
 - to the supplier that sold him or her the Solaria Modules.
 - to Solaria Energía y Medio Ambiente, S.A. C/ Princesa, 2, 28008 Madrid in the event that the Solaria Modules have been directly purchased from Solaria or from a company in the Solaria Group.
- 2º. SOLARIA will proceed to analyse the claim upon receipt thereof and will notify the BUYER about the outcome of the analysis within fifteen (15) working days from the date of the claim in question.

SOLARIA Modules may only be returned upon prior authorisation by SOLARIA.

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If the BUYER requests replacement of the modules before Solaria has completed its analysis of the affected modules, the BUYER will place the relevant order for delivery of such Solaria Modules, following Solaria's procedures and methods of payment for a new order. Once the analysis is complete, if the outcome is in favour of the BUYER, SOLARIA will issue a credit for the amount of the order within fifteen (15) working days after the report is issued.

SECTION 5. LEGAL GUARANTEE

This Guarantee is independent and compatible with inalienable rights and guarantees that the BUYER has when he or she is considered a 'consumer' under Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law on the Protection of Consumers and Users and other supplementary laws.

SECTION 6. INDUSTRIAL AND INTELLECTUAL PROPERTY

The BUYER acknowledges that ownership of the name and designation of SOLARIA and of all of the distinctive signs used to distinguish Solaria Modules on the market belongs and will continue to belong to SOLARIA.

The BUYER shall not take any action or adopt any measure which may affect the validity of the distinctive signs of SOLARIA and agrees to not register or apply for the registration of, on his or her own behalf or for a third person, any trade name, domain name, mark, symbol or other distinctive signs that are similar to those of SOLARIA or that may lead to confusion with the activities, services, products or establishments of SOLARIA.

SECTION 7. SCOPE

This Guarantee is solely and exclusively limited to those countries in which SOLARIA conducts activities of delivery and/or supply of photovoltaic modules.

SECTION 8. APPLICABLE LAW AND JURISDICTION

This Guarantee is governed by Spanish law.

Any controversy or dispute resulting from the execution or interpretation of this Guarantee shall be submitted to the courts and tribunals of the city of Madrid, with SOLARIA and/or the BUYER expressly waiving their own forum, if another should apply to them.

Madrid, 3 May 2011

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