



# Limited Warranty

## for LORENTZ Photovoltaic Modules

BERNT LORENTZ GMBH & Co. KG (hereafter referred to as “LORENTZ”) provides for the Photovoltaic Modules (hereafter referred to as “PV Modules”)

### — LA series —

the following limited warranty.

#### 1. Extent of Warranty

##### A) Limited PV Module Warranty

LORENTZ warrants the PV Modules to be free from any defects and/or failures as specified below for a period not exceeding two (2) years – for PV Modules with peak power less than 40Wp (according to product information) outside EU territory: one (1) year – from the date of sale to the first consumer customer (“Customer”):

- defects and/or failures due to defective materials;
- defects and/or failures due to defective manufacturing;
- non-conformity to specifications due to faulty production and/or inspection processes; and
- cracking of the front glass surface due to foreign objects inside the glass.

Note: This limited warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.

If LORENTZ determines that the relevant PV Modules fail to conform to this warranty, LORENTZ shall repair or replace the defective PV Modules at its sole discretion.

## B) Limited Power Output Warranty

LORENTZ warrants that:

- if, within ten (10) years – for PV Modules with peak power less than 40Wp (according to product information): within five (5) years – from the date of production the PV Modules exhibits a power output of less than ninety percent (90%) of the original minimum rated power specified at the time of delivery<sup>1</sup>, or
- if, within twenty (20) years from the date of production the PV Modules exhibits a power output of less than eighty percent (80%) of the original minimum rated power specified at the time of delivery<sup>1</sup> – not valid for PV Modules with peak power less than 40Wp (according to product information) –,

LORENTZ will deliver additional PV Modules to balance the missing power output, or repair or replace the PV Modules, or reimburse the amount of the purchase price taking into consideration an annual depreciation of 5% of the original purchase price, or compensate for the loss by an equivalent method at LORENTZ's sole discretion if LORENTZ traces back such a loss of power to a degradation/loss in performance of the cells.

## 2. Warranty Exclusions

**PV Modules must not be used for applications that connect to the utility grid. Otherwise warranty and liability void.**

No claim based on this limited warranty may be asserted after the applicable warranty period. The time for repair or replacement of the PV Modules or for the delivery of additional PV Modules or implementation of equivalent methods for compensation shall not extend the original terms of this limited warranty.

Even when discovered within the applicable warranty period, defects and/or failures shall not be covered by this limited warranty, when caused by

- devices or parts other than the PV Modules or by mounting methods of such devices or parts;
- an inappropriate methods not conform to the PV Modules specifications, installation manuals, grounding manual, operation manuals, or directions given on the labels attached to the PV Modules;

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<sup>1</sup> The relevant power output values shall be those measured under standard measurement conditions as follows: light spectrum of AM 1.5; irradiation of 1,000 per m<sup>2</sup>; and a cell temperature of 25 °C on a system calibrated by LORENTZ in accordance with IEC 60904.

- inappropriate or defective inappropriate installation, such as wrong wiring, or any other inappropriate handling;
- inappropriate maintenance and control or remodelling, whether intentional or not;
- transfer from the original place of instalment;
- repair works not in accordance with LORENTZ's instructions;
- inappropriate handling during transportation or inappropriate storage;
- use on mobile units like vehicles, vessels, etc.;
- external accidents such as fire, explosion, and civil disorder;
- natural forces, Acts of God or force majeure events and other unforeseen circumstances or causes beyond LORENTZ's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic activities, floods, tsunamis, lightning, snow damage, etc.;
- smoke or other pollution, salt damage, acid rain, etc.

Any alteration, damaging, removal, or other changes leaving the serial number or identification plate illegible or obscuring the identity and date of production of the product, will void this guarantee.

This limited warranty covers only the transportation cost for reshipment of any repaired or replaced PV Modules to the applicable location, and does not cover the transportation cost for return of the PV Modules to LORENTZ or LORENTZ's agent and costs associated with installation, removal, or reinstallation of the PV Modules.

### 3. Warranty Performance

This limited warranty is applicable only to Customers who have purchased the PV Modules directly from LORENTZ or from an authorized agent of LORENTZ. To qualify for this warranty adequate documentation is to be presented to prove that the PV Modules were purchased from LORENTZ or such agent.

In your application for warranty coverage LORENTZ or LORENTZ's authorized agent must be provided with

- the original invoice giving the purchase date,
- the PV Modules' model name,
- the serial number located on the PV Modules' label attached to the backside of the PV Modules at the time of production, and
- a detailed written description of the defect and/or failure.

No returns of modules, defective or otherwise, will be accepted without prior written authorisation of Bernt Lorentz GmbH & Co. KG.

Dismounted framed PV Modules shall become the property of LORENTZ. LORENTZ shall have the right to deliver a different type of PV Modules (different in power, size, shape, and/or colour) if LOR-

ENTZ has discontinued production of the PV Modules in question at the time the warranty claim is accepted.

This limited warranty is transferable to a new owner of the location only if the PV Modules remain installed at the location where first installed.

#### **4. Warranty Limitations**

This limited warranty is expressly in lieu of and excludes all other explicitly indicated or implied warranties including, but not limited to, warranties of merchantability and fitness for a particular purpose and all other obligation or liabilities on the part of LORENTZ, unless such other warranties, obligations or liabilities expressly have been agreed upon in writing by LORENTZ. LORENTZ shall have no responsibility or liability whatsoever for damages or injury to persons or property, initial or consequential, or for other loss or injury resulting from any cause whatsoever arising out of or relating to the PV Modules including, without limitation, any defects and/or failures in the PV Modules or from use or installation.

LORENTZ shall not be liable under any circumstances for any incidental, indirect, punitive, or consequential damages, howsoever caused. LORENTZ's aggregate liability shall not exceed the value of the PV Modules which is the subject of a claim or dispute.

Some jurisdictions do not allow limitations on warranties or the exclusions or limitation of damages. Accordingly, the above exclusions or limitations may not apply. These warranties give Customer specific legal rights, and Customer may also have other rights that vary from jurisdiction to jurisdiction.

#### **5. Validity**

This limited warranty shall be valid from 1st January 2010 and shall apply to the above mentioned PV Modules sold to the Customer from this date. This limited warranty shall be valid until a new edition is issued and published in writing.