



CERTIFICATE OF WARRANTY

Valid for: HEM 72M6F-280 / HEM 72M6F-285 / HEM 72M6F-290 / HEM 72M6F-295 / HEM 72M6F-305

A. 5 YEARS LIMITED WARRANTY ON PV MODULES

Solar Energy Ltd warrants the PV modules for a period not exceeding five (5) years from the date of sale to the customer - ("Customer"):

defects and/or failures due to manufacturing;

defects and/or failures due to materials;

cracking of the front glass surface due to foreign objects inside the glass; N.B.: This limited warranty shall exclude cracking of the front glass surface due to external shock from flying objects or external stress or transportation damages.

non-conformity to technical specifications due to faulty manufacturing. If the PV module(s) fails to conform to this warranty,

Solar Energy Ltd will repair or replace the PV Module(s), at its sole option.

B. 25 YEARS LIMITED POWER OUTPUT WARRANTY (90% - 80%)

Solar Energy Ltd warrants that it will deliver additional PV module(s) to replace the missing power output, or repair or replace the PV module(s), if:

within the first ten years (10) from the date of sale to the customer, the PV module(s) exhibits a power output of less than ninety percent (90%) of the original minimum rated power specified at the time of sale (power peak minus the power tolerance %)*;

within twenty-five (25) years from the date of sale to the customer, the PV module(s) exhibits a power output of less than eighty percent (80%) of the original minimum rated power specified at the time of sale (power peak minus the power tolerance %)*. *The

power output values shall be those measured under **Solar Energy Ltd** standard measurement conditions as follows:

light spectrum of AM 1.5;

irradiation of 1.000 W per m²;

cell temperature of 25 °C

C. WARRANTY EXCLUSIONS

1. No claim based on this limited warranty may be brought after the applicable warranty period. Any delivery of additional PV module(s) or the repair or replacement of same shall not extend the original terms of this limited warranty.
2. This limited warranty shall not cover defects and/or failures of the PV module(s) from the following causes even if such defects and/or failures appear within the applicable warranty period:
 - defects and/or failures caused by devices and/or parts other than the PV module(s) or by mounting methods of such devices and/or parts;
 - defects and/or failures caused by defective wiring (electrical connection), installation, or handling;
 - defects and/or failures caused by installations not in conformity with specifications of the PV module(s), installation manuals, operation manuals, or labels attached to the PV Module(s);
 - defects and/or failures caused by unauthorized maintenance, operation or modification;
 - defects and/or failures caused by removal from the original place of installation;
 - defects and/or failures caused by repairs not in accordance with **Solar Energy Ltd** instructions;
 - defects and/or failures caused by inappropriate handling during transportation or storage;
 - defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;
 - defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;
 - defects and/or failures caused by natural forces, acts of God or *force majeure* events and other unforeseen circumstances or causes beyond **Solar Energy's** reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, lightning, snow damage, etc.;
 - defects and/or failures caused by smoke and/or other pollutant, salt damage (salt corrosion), acid rain, etc.
3. This limited warranty covers only the transportation cost to customer for shipment of any repaired or replaced PV module(s), and does not cover the transportation cost for the return by customer of the PV module(s) to **Solar Energy Ltd** or **Solar Energy's** authorized agent.



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D. REQUIREMENTS FOR OBTAINING WARRANTY

1. This limited warranty is applicable only to customers who prove to have purchased PV module(s) directly from **Solar Energy Ltd** or from its authorized agents. To qualify for this warranty, it is necessary for the customer to submit proof of purchase proving that the PV Module(s) was purchased from **Solar Energy Ltd** or such authorized agent. All applications for requesting warranty are to be addressed to: **Danish Solar Energy Ltd, Flensbjerg 8, DK-4960 Holeby. Service Support: Service@dansksolenergi.dk**
2. Any application for warranty coverage must be submitted in writing **Solar Energy Ltd** within the abovementioned terms and must include the PV module(s) model name, description of the defect and/or fault, and the serial number located on the PV module(s) label attached on the back or front of the PV module(s) at the time of manufacture.
3. Any uninstalled PV module(s) shall become the property of **Solar Energy Ltd**. **Solar Energy Ltd** shall have the right to deliver another type of PV module(s) (different in size, colour, shape and/or power) if **Solar Energy Ltd** has discontinued the manufacture of the PV module(s) in question at the time the warranty claim is accepted.
4. This limited warranty is transferable to a new owner provided that the PV module(s) remain installed at the original location.

E. WARRANTY LIMITATIONS

1. This limited warranty is the only legally valid warranty; it substitutes or annuls any other explicit or implied commitment or responsibility taken in the name or on behalf of **Solar Energy Ltd** unless **Solar Energy Ltd** expressly agrees upon other warranties, obligations or responsibilities.
2. **Solar Energy Ltd** shall have no responsibility or liability whatsoever for damages or injury to persons or property, or for other loss, injury resulting from any cause whatsoever arising out of or relating to the PV module(s) including, without limitation, any defects and/or failures in the PV module(s) or from use or installation. **Solar Energy Ltd** shall not be liable under any circumstances for any incidental, indirect, consequential or special damages, how so ever caused. The warranty does not cover indirect damages, in particular secondary and consequential damages how so ever caused including damages to persons or property, costs resulting from ceasing of activity or related to dismantling, analysis, disposal, new installation or transport of the faulty PV module(s).
3. In no event shall **Solar Energy Ltd's** overall liability exceed the value of the PV module(s) which is the subject of a claim or dispute.
4. Some jurisdictions do not allow limitations on warranties or exclusions or limitation of damages. Accordingly, the above exclusions or limitations may not apply. These warranties give a customer specific legal rights, and a customer may have other rights that vary from jurisdiction to jurisdiction.

F. VALIDITY

This Limited Warranty shall be valid from 1 January 2010 and shall apply to all PV module(s) sold to a customer from this date. This limited warranty shall be valid until a new revision is issued by **Solar Energy Ltd** This warranty is effective from the date on the sale document.