



SCHOTT Solar POLY™ Modules

Effective: May 3, 2010

LIMITED WARRANTIES

(1) The limited warranties specified in paragraphs (2) and (3) below extend only to the first retail purchaser of SCHOTT's standard solar cell module, and subsequent owners of building(s) on which the module is first installed (the "Buyer").

(2) SCHOTT Solar PV, Inc. ("SCHOTT") warrants to Buyer that modules furnished hereunder, for a period of five (5) years from the date of sale to the first retail purchaser, will be free from defects in material and workmanship. SCHOTT's obligations under this paragraph and Buyer's exclusive remedies shall be limited, at SCHOTT's option, to repair or replace the modules, or refund to Buyer of the purchase price paid for the modules, which do not conform to this warranty.

(3) SCHOTT further warrants to Buyer that (i) for a period of one (1) year from the date of sale to the first retail purchaser that the power output of the modules will not be less than ninety seven percent (97%) of the minimum rated power output specified in the applicable module data sheet as of the date of original sale by SCHOTT and (ii) for each year from year two (2) through twenty-five (25) from the date of sale to the first retail purchaser that the power output of the modules will degrade no more than 0.7% per year of the rated output specified in the applicable module data sheet as of the date of original sale by SCHOTT (the "Performance Warranty"). In the event of a breach of the Performance Warranty during the periods specified above, SCHOTT will at its option either: (a) repair or replace existing modules or provide additional modules in order to make up for any measured power loss (as determined by testing procedures approved by SCHOTT and, at SCHOTT's option, tested under the supervision of authorized SCHOTT personnel) but only to the extent such loss is greater than three percent (3%) during the first (1) year or greater than 0.7% per year degradation for years two (2) through twenty-five (25), and which is determined by SCHOTT to be due to defective materials or workmanship with respect to the SCHOTT modules; or (b) pay compensation limited to the original purchase price (from SCHOTT) of the module(s) that are subject to the warranty claim, less a prorated amount as reasonably determined by SCHOTT based on the age of the module(s)] for each year following the original purchase until the warranty is enforced.

(4) All claims under the warranties specified herein must be made in writing addressed to SCHOTT Solar PV, Inc., Customer Service, 5201 Hawking Drive SE, Albuquerque, NM 87106, within ten (10) days after discovery of the basis for the claim and must set forth the complete details of such claim and the Buyer must provide written proof of the date of first retail purchase of the module for which the claim is made. Every claim under the limited warranties specified in paragraph (2) above shall be deemed waived by Buyer unless made in writing to SCHOTT within five (5) years from the date of the first retail sale to the purchaser of the modules to which such claim relates. Every claim under the Performance Warranty specified in paragraph (3) shall be deemed waived by Buyer unless made in writing to SCHOTT within the one - (1) year warranty period for claims under paragraph (3)(i) above, and (ii) the twenty-five (25) year warranty period for claims under paragraph (3)(ii) above, measured from the date of SCHOTT's sale of the modules to which such claim relates. No modules may be returned to SCHOTT without written authorization from SCHOTT. Authorized returns must be made to SCHOTT at the following address: SCHOTT Solar PV, Inc., 5201 Hawking Dr SE, Albuquerque NM 87106. All shipping costs for returns must be prepaid by Buyer, within thirty (30) days of a written return authorization. SCHOTT will pay shipping costs for return to Buyer of any module, which is repaired or replaced under the terms of this limited warranty. However, if a module returned to SCHOTT is found not to be defective or the warranties have expired, Buyer is responsible to pay for return shipping costs. Unless made in strict conformance with this paragraph, any warranty claims hereunder shall be deemed waived by Buyer and void.

(5) The warranties specified herein shall not apply to any modules that SCHOTT determines have been subjected to: any assembly or processing that alters physical or electrical properties; failure to follow the installation guidelines; improper installation, maintenance or use; mishandling; abuse; neglect; vandalism; improper testing; repair; alteration; damage; fire; flood; civil disturbances; war; or other acts or omissions of persons other than SCHOTT, which alter physical or electrical properties of the modules. The warranties

also shall not apply to any modules that are used in automotive, marine, or recreational vehicle applications or that are installed at any location other than North America and South America, unless expressly authorized in writing by SCHOTT. All modules repaired or replaced or any additional modules provided as remedies under these warranties shall be subject to the same warranties and the original warranty term of the modules that are the subject of the warranty claim and the original term of the warranty shall not be reset or extended. If the originally supplied module type is no longer manufactured in a series, then the current standard types will be delivered to serve as the replacement or additional modules. SCHOTT may at its discretion use new, used or remanufactured parts or modules when repairing or replacing modules. SCHOTT will not be responsible under any warranty claim or otherwise for any costs of installation, removal, testing, or transportation of any module, except as otherwise expressly set forth herein or agreed to in writing by SCHOTT.

(6) The warranties expressed herein are in lieu of all other warranties and the only warranties given by SCHOTT with respect to the modules. ALL WARRANTIES IMPLIED BY LAW, IF ANY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED, OR IF THEY CANNOT LAWFULLY BE DISCLAIMED OR EXCLUDED, ARE LIMITED IN DURATION TO THE MINIMUM REQUIRED BY LAW OR ONE (1) YEAR FROM THE DATE OF PURCHASE BY BUYER, WHICHEVER IS LESS.

(7) SCHOTT's entire liability to Buyer under these warranties is expressly limited to performance of the remedies specified herein and shall not exceed SCHOTT's original sale price for the module which is the subject of any warranty claim. IN NO EVENT SHALL SCHOTT BE LIABLE UNDER THIS WARRANTY FOR PERSONAL INJURY OR PROPERTY DAMAGE OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, WHETHER SUCH DAMAGES ARE BASED ON NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PERSONAL INJURY OR PROPERTY DAMAGES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO BUYER.

(8) THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

To contact SCHOTT Solar PV, Inc. Customer Service:
Tel: 888-457-6527; Fax: (505) 212-8585
Email: customer.service@us.schott.com
Mail: 5201 Hawking Drive SE, Albuquerque, NM 87106