

LIMITED WARRANTY STATEMENT

PHOTOVOLTATIC MODULE PRODUCTS

Hanover Solar GmbH ("Hanover Solar") hereby grants the following Limited Warranty to the original customer installing (for its own use) (the "Buyer") any of the specified (and no other) brand models of

- solar photovoltaic modules including factory assembled junction box and cables, and
- mounting products including factory assembled basic hardware if any, listed below (the "Products"):

A. Warranted Products

This Limited Warranty shall only apply to the HSXXXM-XXX and HSXXXP-XX models:

Product Data Sheet (for example "HS250M-30D or HS250P-30").

B. Warranty

1. 12 Year Limited Product Warranty

Hanover Solar warrants that for a period of twelve years commencing on the Warranty Start Date (as defined below) the Product(s) will be free from defects in design, material, workmanship or manufacture that materially impede their functioning, and will conform to the specifications and the drawings applicable thereto. Any deterioration in appearance of the product, including any scratches, stains, mechanical wear, rust, mold, optical deterioration, but excluding any deterioration in color (frame or cells approximate color), and other changes, which occur after delivery to Buyer shall not qualify as a defect hereunder, if and to the extent such deterioration does not result in a material impairment of the functioning of the product. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

2. 25 Year Linear Limited Power Output Warranty

In addition, Hanover Solar warrants that for a period of twenty-five years commencing on the Warranty Start Date loss of power output of the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed:

For Polycrystalline Products: 3% in the first year, thereafter 0.7% per year, ending with 80% in the 25th year after the Warranty Start Date,

For Monocrystalline Products: 3.5% in the first year, thereafter 0.7% per year, ending with 80% in the 25th year after the Warranty Start Date.

C. Warranty Start Date

The Warranty Start Date shall be defined as the date of delivery of the Product(s) to the Buyer or 12 months after the date of Product(s) dispatch from Hanover Solar sites, whichever date is earlier.

D. Exclusions and Limitations

The aforementioned Limited Warranty does not apply to any Products which have been subjected to

- 1 Failure to pay the purchase price towards Hanover Solar or its subsidiaries which have put the modules on the market even though (i), the payment was due and (ii) the direct customer who has obtained the modules from Hanover Solar or its subsidiary („Direct Customer“) is not entitled to withhold the purchase price or parts of the purchase price. Hanover Solar must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the modules. In case that Hanover Solar can reject the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;
- 2 Modification, improper installation, misuse, abuse, neglect or accident;
- 3 Non - Observance of Hanover Solar' s installation manual;
- 4 Service or repair by unqualified service technicians or service technicians not approved by Hanover Solar;
- 5 The Product's type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of Hanover Solar);

- 6 The Product's installation in a mobile device (except photovoltaic tracking system) or marine environment;
- 7 Exposure to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
- 8 Defective components in the construction on which the module is mounted;
- 9 Exposure to mold discoloration or similar external effects;
- 10 Exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Hanover Solar's reasonable control (including damage by fire, flood, etc.)
- 11 Use of the Products in such a manner as to infringe Hanover Solar's or any third party's intellectual property rights (e.g. patents, trademarks).

E. Repair, Replacement or Refund Remedy

- 1 As Buyer's sole and exclusive remedy under this Limited Warranty, Hanover Solar will, in its sole discretion, either, with regard to the applicable Product (or component thereof in the case of mounting product:
 - a) Refund the then current market price of the relevant new Product(s) annually reduced by a linear depreciation, taking into account an anticipated life time of 25 years; or
 - b) Repair the defective Product(s) at no charge (subject to the following paragraph); or
 - c) Replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject of the following paragraph).

In the event that Hanover Solar opts for options b) or c), Hanover Solar shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to Hanover Solar and shipping the repaired or replaced Product(s) to Buyer. The costs and expenses for their removal, installation or reinstallation shall remain with Buyer.

- 2 The warranty period(s) as defined in Sec. B 1) and 2) shall not extend or renew upon the repair or replacement of a defective Product by Hanover Solar. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).
- 3 All other claims under this Limited Warranty against Hanover Solar shall be excluded. Under this Limited Warranty, Hanover Solar is not responsible for any special, incidental or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages, or install cost) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.
- 4 You may have specific legal rights outside this warranty. And you may also have other rights that vary from state to state. This Limited Warranty does not affect sale of consumer goods, including without limitation, national laws implementing etc Directive 99/44 or pursuant to the Magnuson Moss Warranty Act. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this Limited Warranty statement may not apply.

F. Rights and Remedies against Third Parties

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or nonconformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

G. Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.

- 1 Buyer shall notify Hanover Solar immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e - mail to Customer Support Hanover Solar GmbH E-mail: info@hanoversolar.de

specifying each alleged claim including evidence of the claims and the serial numbers of the Product(s) at issue.

- 2 Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Hanover Solar and the Buyer will, at Hanover Solar's request, appoint as independent expert and appraiser a reputable researcher from a first class international test - institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or Hanover Solar specified insurance company ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (a) act as an expert; (b) allow the parties a reasonable opportunity to make representations and counter - representations; (c) take those representations and counter - representations into account; and (d) if required by either party conclusive and binding on the parties, and the expert will be entitled to include in the award the costs of the reference to the expert and of the expert' s determination (including the expert's own fees and expenses and the legal and other costs of the parties).
- 3 Any claim for breach of this Limited Warranty must be brought within one (1) month after discovery of the breach.
- 4 The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Hanover Solar.

H. Not Independent Warranties

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single incident, then if Hanover Solar remedies such incidents as set forth above, Hanover Solar shall be deemed to have resolved all applicable warrant claims arising from an incident.

I. Force Majeure

Hanover Solar shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

J. Effective of the Limited Warranty

This Limited Warranty shall apply to Product(s)

- a) Manufactured after 1st of January 2008.
- b) Delivered to Buyer from 1st of January 2014.

This Limited Warranty shall be valid until a new revision is issued by Hanover Solar.

K. Disclaimers

The limited warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations on the part of Hanover Solar unless such other warranties and obligations are agreed to in writing by Hanover Solar. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the buyer.

L. Miscellaneous

- 1 Any amendments, supplements, subtractions, or alterations to the Limited Warranty shall be made in written form and become valid upon the signature and the stamp of the authorized representatives of both parties. The valid amendments, supplements, subtractions, or alterations shall form integral parts of the Limited Warranty shall have the same legal force as the original Limited Warranty. The valid amendments, supplements, subtractions, or alter.
- 2 If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.