

PRODUCT AND WORKMANSHIP LIMITED WARRANTY

THIS WARRANTY IS PROVIDED BY SCHÜCO USA, L.P. ("SCHÜCO") TO THE ORIGINAL CONSUMER PURCHASER ("OWNER").

TWENTY-FIVE YEAR PRODUCT PERFORMANCE WARRANTY - PHOTOVOLTAIC MODULES

Schüco warrants that all Schüco-manufactured photovoltaic ("PV") modules will be in keeping with Schüco's stated tolerances and standards for performance at time of sale to Owner. Schüco further warrants such PV modules will perform to a minimum of 80% of the specified rated output for a period of twenty-five (25) years from the date of purchase from a Schüco-authorized dealer. Schüco further warrants such PV modules will perform to a minimum of 90% of the specified rated power output for a period of twelve (12) years from the date of purchase from a Schüco-authorized dealer. Power output shall be measured under STC (Standard Test Conditions: Cell temperature of 25 degrees Celsius, radiation of 1000 W/m, spectrum AM 1.5) using a performance test accepted by Schüco. It is Owner's obligation to provide evidence that the PV module does not perform within said performance limits.

TEN YEAR PRODUCT PERFORMANCE WARRANTY – SOLAR THERMAL COLLECTORS

Schüco warrants that all Schüco-manufactured solar collectors (installed for use as heat collectors to provide energy for use in medium temperature range applications (110 to 210 degrees Fahrenheit)) will be within Schüco's stated tolerances and standards for performance at time of sale to Owner. Schüco further warrants such solar collectors will perform and produce heat for a period of ten (10) years from the date of purchase from a Schüco-authorized dealer.

FIVE YEAR PRODUCT INTEGRITY WARRANTY - NON-ELECTRIC COMPONENTS

Schüco warrants that all non-electrical components (such as, for example, tanks, collectors, hydraulics, etc.) in Schüco's solar thermal and photovoltaic systems will be structurally sound and free of manufacturing, material or workmanship defects for five (5) years from the date of purchase from a Schüco-authorized dealer.

TWO YEAR PRODUCT INTEGRITY WARRANTY - ELECTRIC COMPONENTS

Schüco warrants to the Owner that all electrical components (such as, for example, pumps, controllers, PV modules, etc.) in Schüco's solar thermal and photovoltaic systems will be structurally sound and free of manufacturing, material or workmanship defects for two (2) years from the date of purchase from a Schüco-authorized dealer.

How To Obtain Warranty Service

If a valid claim exists under one or more of the warranties, Schüco or its authorized representatives will repair, re-install, replace, or refund the purchase price of the failing Schüco product or part, at Schüco's option. In regard to valid claims of PV module or collector performance, Schüco may choose to fix the output performance to reach said limits, or replace the PV modules or remedy the situation in another commercially reasonable manner. If Schüco determines to replace any or all part or product, and if such part or product as originally installed is no longer available, Schüco shall substitute parts or products designated by Schüco to be of equal quality. Replacement of a part or product does not renew the warranty period. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product. This warranty includes labor expenses for removal and reinstallation up to a total of one hundred and fifty dollars (\$150.00) per system. To submit a claim, contact the Schüco-authorized dealer from whom the Owner purchased the product in question. A copy of this warranty and a copy of the original invoice may be required. Claims must be submitted promptly after discovery of the claimed defect and within the applicable warranty period.

What Voids These Warranties

Installation, removal, painting, repair, adjustment, tampering or re-installation of any Schüco products or components by other than a Schüco-authorized dealer voids any and all warranties, and Schüco expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

What Is Not Covered

These warranties are granted by Schüco to the Owner only. The warranties only cover materials manufactured or assembled by Schüco and installed by a Schüco-authorized dealer. All warranties assume normal and reasonable use of Schüco products or components. These warranties do not cover damage caused by occurrences beyond the control of Schüco, such as defective, negligent or faulty installation, incorrect product configuration, building or zoning code violations, settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any Schüco products or components by other than a Schüco-authorized dealer, normal weathering and wear and tear, glass breakage, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of non-Schüco approved caulking compounds, fire, flood, lightning, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution. These warranties also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product, maintain sealing, painting and/or caulking as reasonably necessary, or clear off gutters or roofs as and when necessary. These warranties do not cover any damage or material failure or misalignment caused by objects dropped, thrown or placed against the products or due to combining any Schüco products with materials, components, gaskets, seals or operating hardware not approved for such use by Schüco. No warranties are valid unless and until the Owner has made full payment under the original sales agreement and all addenda thereto.

Remedies and Rights

These warranties of Schüco products and services are the only expressed warranties provided by Schüco. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of Schüco any obligation, liability, or responsibility in place of or in addition to these warranties. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF OWNERSHIP AND OCCUPATION, BY THE ORIGINAL OWNER OF THE HOME ON WHICH SCHÜCO PRODUCT IS INSTALLED. EXCEPT FOR THE WARRANTY PROVIDED HEREIN SCHÜCO MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SCHÜCO'S LIABILITY TO OWNER (OR ANY SECONDARY HOMEOWNER) UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY SCHÜCO FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE OWNER. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. IN NO EVENT SHALL SCHÜCO BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF SCHÜCO PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.