



**CERTIFICATE OF WARRANTY
PHOTOVOLTAIC MODULES**



PHOTOVOLTAIC MODULES WARRANTY CERTIFICATE

WARRANTY COVERAGE

FVG ENERGY S.p.A. and FVG ENERGY LTD., a company totally controlled by FVG ENERGY S.p.A. (hereafter referred to as "FVG ENERGY"), declare that the photovoltaic modules mentioned below (hereafter referred to as the "photovoltaic modules") are manufactured respecting the highest standard of quality, technical specifications and regulations of the sector.

PRODUCTS COVERED BY THE WARRANTY

The following certificate of warranty is valid for FVG ENERGY photovoltaic modules series:

FVG 36-125, FVG 72-125, FVG 84-125, FVG 96-125, FVG 60-156, FVG 72-156.

LIMITED WARRANTY

The photovoltaic modules have a 10-year warranty that starts from the date of sale to the Customer (hereafter referred to as "Customer") in relation to:

- defects and/or failures due to manufacturing;
- defects and/or failures due to materials (excluding connection cables);
- cracking of the surface of the front glass due to foreign objects inside the glass;
- nonconformity with the technical specifications due to faulty manufacturing.

N.B.: This limited warranty excludes cracking of the surface of the front glass caused by external shock from flying objects or mechanical stress or damages caused during transportation.

In case of above-mentioned factors, which make the Product(s) unsuitable for the use for which it was intended or diminishes its value, FVG ENERGY, based on the defect detected and according to its own judgment, undertakes to substitute or to repair the damaged Product(s) or reimburse a value equal to the purchase price deducting the depreciation of the photovoltaic modules and taking into consideration the use that has been made of same.

FVG ENERGY will not apply more than one remedy per module returned. Combined remedies will never be used. If FVG ENERGY has discontinued the manufacture of the photovoltaic module(s) in question, FVG ENERGY shall have the right to deliver another type of photovoltaic module(s) of the same value.

The indication of a 10-year warranty is included in the Sales Agreement duly signed by the Customer.

LIMITED POWER OUTPUT WARRANTY

FVG ENERGY warrants that it will deliver additional photovoltaic module(s) to replace the missing power output, or repair or replace the photovoltaic module(s), if:

- during the first ten (10) years from the date of sale to the Customer, the photovoltaic module(s) exhibits a power output of less than ninety (90%) percent of the original minimum rated power specified at the time of sale (power peak minus the power tolerance %)*;
- during the subsequent fifteen (15) years the photovoltaic 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 decision of what action is to be taken shall be the indisputable judgment of FVG ENERGY only.

*The power output values shall be those measured under the standard measurement conditions (STC) in accordance with the norm IEC60904.

Any reduction of the energy produced caused by malfunctions, damages or wear and tear of other components used which are not an integral part of the photovoltaic module(s), is expressly excluded from the output power warranty.

WARRANTY EXCLUSIONS

1. This limited warranty and the output power warranty shall not be applicable in the following cases:
 - claims filed after the applicable warranty period, lack of proof of purchase or delivery of the photovoltaic module(s);
 - defects and/or failures caused by devices and/or parts other than the photovoltaic module(s) or by mounting methods of such devices and/or parts;



- connection, mounting, installation not conforming to the module features and to the relative regulation and/or to the instructions and/or carried out by unskilled staff;
 - defects and/or failures caused by defective wiring (electrical connection), installation, or handling;
 - defects and/or failures caused by removal from the original place of installation;
 - defects and/or failures caused by use, maintenance or repair not in compliance with the relative regulations and/or with the instructions given by FVG ENERGY and/or not in compliance with the regulations acknowledged by technology;
 - 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;
 - change of destination or use not in compliance with that intended and/or in any event incorrect, including, but not limited to, use with mirrors, under concentrated sunlight, direct contact with solar thermal systems;
 - external spots or scratches that do not reduce the performances;
 - alternation or illegibility of the serial number of the photovoltaic module(s);
 - failure to respect the indications stated in the "Installation Manual";
 - defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond FVG 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 pollutants, salt damage (salt corrosion), acid rain, etc.
 - any delivery of additional photovoltaic module(s), or the repair or replacement of same shall not extend the original terms of this limited warranty.
2. This limited warranty covers only the transportation cost to Customer for shipment of any repaired replaced or added photovoltaic module(s), and does not cover the transportation cost for returning the photovoltaic module(s) by the Customer to FVG ENERGY.
 3. The return of the photovoltaic module(s) will not be accepted without authorization from FVG ENERGY.

REQUIREMENTS FOR OBTAINING WARRANTY

This limited warranty is applicable only to Customers who prove that they have purchased the photovoltaic module(s) directly from FVG ENERGY or from its authorized agents, installers, re-sellers or distributors. To qualify for this warranty, it is necessary for the Customer to submit proof of purchase proving that the photovoltaic module(s) was purchased from FVG ENERGY or such authorized agent, installer, re-seller or distributor.

1. Any application for warranty coverage must be submitted in writing via fax at +39 0431 68558 or via registered return letter to FVG ENERGY S.p.A. via San Giorgio 33050 Carlino (UD) ITALIA, within eight (8) days from the date of discovery of the defect or malfunction indicating the type of the photovoltaic module(s), serial number, purchase date and the nature and extent of said defects in detail. FVG ENERGY, according to its indisputable judgment, will define the remedy and combined remedies will never be used.
2. To commence the claim procedures, the Customer should first request the complaint form (which must be filled in with all the information requested), via fax at +39 0431 68558 or via e-mail at energia@fvgenergy.com.
3. Any replaced photovoltaic module(s) shall become the property of FVG ENERGY, who shall have the right to deliver another type of photovoltaic module(s) (different in size, colour, technical features, shape and/or power) if FVG ENERGY has discontinued the manufacture of the photovoltaic module(s) in question at the time the warranty claim is accepted.
4. In order to respect the terms of the warranty, the date of receipt of the written complaint shall be considered as valid.
5. This limited warranty is transferable to a new owner provided that the photovoltaic module(s) remain installed at the original location.

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 FVG ENERGY, unless FVG ENERGY expressly agrees upon other warranties, liabilities or responsibilities.
2. FVG ENERGY 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 photovoltaic module(s) including, without limitation, any defects and/or failures in the photovoltaic module(s) or from use or installation. FVG ENERGY shall not be liable under any circumstances



for any incidental, indirect, consequential or special damages, howsoever caused. The warranty does not cover indirect damages, in particular secondary and consequential damages howsoever 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 photovoltaic module(s).

3. In no event shall FVG ENERGY's overall liability exceed the value of the photovoltaic 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.

DISPUTES

This contact is ruled by Italian Law and any controversy arising from its implementation and/or interpretation and/or application shall fall under the jurisdiction of the Court of Udine. Regulations governing the territorial jurisdiction remain mandatory.

VALIDITY

This Limited warranty shall be valid from 15 December 2011 and shall apply to all photovoltaic module(s) sold to a Customer from this date.

This limited warranty shall be valid until a new revision is issued by FVG ENERGY.

This warranty is effective from the date on the sale document to the original Customer.



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