



A division of AU Optronics

## **Warranty and Performance Guarantee Conditions of BenQ Solar PV module**

**BenQ Solar limited warranty for photovoltaic modules: PM096B00**

**Attention to :**

### **I. Warranty**

1. AU Optronics Corporation, No.1, JhongKe Rd., Central Taiwan Science Park, Taichung 40763, Taiwan, R.O.C. ("AUO") warrants that the photovoltaic modules with model number as specified as above ("module(s)") shall be free from defects in materials and workmanship under normal use conditions (see section III.) for a term of ten (10) years starting from the end of the first six (6) months after the manufacturing date of the respective modules.
2. Defects which are recognizable at the time of delivery must be reported to AUO in written form. Defects which appear later or unknowable defects shall be reported to AUO in writing within seven days from actual knowledge of the relevant defect.
3. Should a module not be free of defect, AUO will correct the defect free of charge or replace the defective module free of charge. In the event that such correction of the relevant defect or the replacement fails to cure the relevant defect, the customer may, at AUO's sole option, require (i) a further correction of the relevant defect, or (ii) a replacement of the defective module by providing compatible model, or (iii) a refund of the value of the defective module based on a mutually agreed price.
4. Each notice relating to a defective module shall be accompanied by the necessary information requested by AUO. The return of modules to AUO is allowed only after written consent from AUO.

### **II. Performance guarantee**

1. With respect to Modules of BenQ Solar limited warranty PV module:
  - (i) 1<sup>st</sup> to 5<sup>th</sup> year : no less than 95% output of performance from the Module manufacturing date in AUO
  - (ii) 6<sup>th</sup> to 24<sup>th</sup> year : the maximum annual power decline will not be more than 0.4%
  - (iii) 25<sup>th</sup> year : no less than 87% output of performance from the Module manufacturing date in AUO
2. Should the actual performance decline is exceeding the limitation specified hereinabove and should this defect be proven by the customer by evidencing the certified report through a generally accepted test procedure of an IECCE accredited PV-testing laboratory, AUO will compensate for the loss of performance in power, at AUO's sole option, by (i) delivering additional modules of compatible model to make up such loss in power, or (ii) providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or (iii) by repairing or replacing a defective module.
3. In the event of a replacement delivery made by AUO, the customer is not entitled to receive new photovoltaic modules. AUO is authorized to also supply used or repaired photovoltaic modules.
4. The replacement of modules or the delivery of additional modules shall not renew or extend the warranty period stated in section I.1 or the term of the performance guarantee stated in section II.1.
5. Claims under this Warranty and Performance Guarantee must be made according to the conditions herein and must be sent to AUO in writing within seven days from the date on which the defect is recognized.

### **III. Normal conditions of use**

1. The warranties as set out under section I. can only be granted if the modules manufactured by AUO have been installed and used in a proper and orderly fashion.



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2. Warranty claims must in any event be notified to AUO within the applicable warranty period.
3. Exclusions
  - A. operation under unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions , installation guide or rating plate data;
  - B. alteration, disassembly, reinstallation, and/or improper installation by persons not authorized or qualified by AUO;
  - C. extreme external influences such as smoke, salt, acid rain or other pollutants or persons (vandalism);
  - D. installation on mobile device or marine environment, such as vehicles, ships etc.; direct contact with corrosive agents , salt water , acid rain , pest damage or other pollution;
  - E. any other improper usage, e.g., for another purpose or use other than such provided for and in a manner which does not correspond to the technical or safety regulations applicable in the country in which the module is being operated;
  - F. caused by forces of nature, force majeure and other unforeseeable circumstances outside the range of influence of AUO such as e.g. earthquakes, typhoons, cyclones, volcano eruptions, floods, lightning, snow damages , power outage , surge voltage , or mold discoloration , or other events beyond AUO control including but not limited to any physical or technological event or condition;
  - G. PV module label has been removed, altered or made illegible;
  - H. if modules are coupled or interconnected with other incompatible modules, types or parts;
  - I. naturally occurring scratches, stains, rust, discoloring, or other alteration occurring after the shipment from AUO that have no effect on the power generation performance or mechanical strength of the module.
  - J.

#### **IV. Limitation of the guarantee of performance**

The warranties stated in section I. or the performance guarantee stated in section II. shall not form the basis for further claims against AUO, in particular for compensation due to lost profits, compensation for loss of use, indirect damages or claims for compensation of damages which may occur beyond the product.

The warranties and guarantees made aforesaid is exclusive and stated in lieu of all other warranties, whether express, statutory or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, all of which are hereby expressly disclaimed.

#### **V. Applicable Law**

These guarantee terms shall be governed by the laws of Germany excluding the Convention on Contracts of International Sale of Goods and any conflicts of laws provisions.

#### **VI .Validity**

These Warranty and Performance Guarantee Conditions apply to Modules manufactured by AUO and delivered from July 1<sup>st</sup>, 2013

#### **VII. Notice**

All notice of claims under the warranties specified herein must be made in writing addressed to AUO, Customer Service Department, No.1, Jhong-Ke Rd., Taichung 40763, Taiwan, R.O.C.