

# Guarantee Terms for Photovoltaic Modules Series ND- and NU- being purchased by end customers from October, 1<sup>st</sup>,2016.

## Dear SHARP customer,

the SHARP photovoltaic modules of the ND- and NU-series , later on "Modules", that you purchased, have been carefully manufactured and subjected to a final inspection. Should a module nevertheless within the guarantee period have a manufacturing-related defect in material or workmanship or manufacturing-related loss of power output, then you can, in addition to the statutory warranty rights that you have against your seller, bring forth claims against SHARP Electronics GmbH (hereinafter "SHARP") from this guarantee subject to the following terms.

## Section A: Scope of Guarantee

This guarantee applies only to modules, which were placed into the market by SHARP in the EU, in Albania, Bosnia and Herzegovina, Croatia, Iceland, Israel, Liechtenstein, Macedonia, Montenegro, Norway, Serbia, Switzerland, Turkey and Ukraine and which have been installed in one of these countries. If there is doubt whether this guarantee applies to your modules, please contact SHARP. Please note: This guarantee does not apply to modules with the type designation SZ-N(...).

#### Section B: Guarantee Services

SHARP offers two types of guarantee services that you can claim independently of each other: A 10-year product guarantee (1) as well as a 25-year power output guarantee (2). We shall demonstrate under (3) which services are not covered by the guarantees.

## 1) 10-Year Product Guarantee

SHARP offers you a 10-year product guarantee exclusively on manufacturing-related material and workmanship defects for the photovoltaic modules..

## Commencement of the Guarantee Period

The guarantee period begins on the day on which SHARP or the retailer delivered the module to the end customer.

#### Services in the Product Guarantee Case

If within the 10-year guarantee period a manufacturing-related material and / or workmanship defect occurs in one of your modules, then SHARP shall at its own discretion repair free of charge or replace the defective module with a comparable non-defective module. If the module type under guarantee is no longer manufactured, an actual and technically compatible module shall be delivered as a replacement.

## 2) 25-Year Power Output Guarantee

In addition to the 10-year product guarantee, SHARP offers you a 25-year power output guarantee on photovoltaic modules for manufacturing-related power losses of the modules.

## **Commencement of the Guarantee Period**

The guarantee period begins on the day on which SHARP or the retailer delivered the module to the end customer.



## **Scope of Guarantee**

SHARP shall guarantee 97% of the minimum output power during the first year of the guarantee. From the second guarantee year and for each subsequent year, the guaranteed power output is reduced by 0.7083% in each case calculated from the initial minimum output power. In the 25<sup>th</sup> year, 80% of the initial minimum output power is still guaranteed. This guarantee shall terminate automatically at the end of the 25<sup>th</sup> guarantee year. A detailed list of the annual guarantee values is shown in the following table:

Year	guaranteed percentage of the minimum output power	Year	guaranteed percentage of the minimum output power
1	97,0%	14	87,8%
2	96,3%	15	87,1%
3	95,6%	16	86,4%
4	94,9%	17	85,7%
5	94,2%	18	85,0%
6	93,5%	19	84,3%
7	92,8%	20	83,5%
8	92,0%	21	82,8%
9	91,3%	22	82,1%
10	90,6%	23	81,4%
11	89,9%	24	80,7%
12	89,2%	25	80,0%
13	88,5%		

The values in the table have for simplified presentation been rounded to one decimal place.

## **Determining the Minimum Output Power and the Guaranteed Percentage**

100% of minimum output power is calculated from the maximum power indicated on the nameplate minus the tolerance likewise indicated there.

The actual power of the module is determined and tested subject to the following conditions:

Cell temperature of 25 degrees Celsius; radiation power 1000 W / m² with AM 1.5 spectrum, on a system calibrated by SHARP (according to IEC 60904).

## **Services in the Power Output Guarantee Case**

If the actual power output of the module is less than the guaranteed power output resulting from the table, then SHARP shall at its own discretion either

- repair the respective module or
- replace the respective module

## 3) Exclusions of the Product and Power Output Guarantee

SHARP shall assume no guarantee for defects that are not caused by material or the manufacturing process of the module, especially by improper use. Improper use is given in particular when you do not comply with SHARP's requirements for the installation, maintenance and operation of the modules that are listed in the (safety) instructions, the installation instructions, and the specifications. The guarantee is only applicable to modules that are in the installation where they have been first put in operation.

Please note that the modules were not designed for use on mobile units such as ships and other vehicles and therefore the use of the modules on mobile units is **improper** use.

## Section C: No Extension of the Guarantee Period

Rendering guarantee performance within the framework of one of these guarantees and the re-sale of the module to the next operator / end customer does not extend the original duration of the guarantees.



## Section D: Asserting the Product or Power Output Guarantee

In order to be able to assert the product or power output guarantee, you need to provide us with the delivery note indicating the delivery date, the invoice indicating the model name and serial number of the module (see type plate) and information about the time of discovery of the product defect or loss of power output. You can assert claims due to a defect or loss of power output under this guarantee only in writing to

SHARP Electronics GmbH
SESE, Keyword: Solar Guarantee,
Nagelsweg 33-35
20097 Hamburg
Germany
E-mail: solarservice@sharp.eu

Claims must be asserted within three months from discovery of the defect or loss of power output. Defects and power output losses that are asserted after this period are no longer covered by the product or power output guarantee.

SHARP shall not accept any returns shipments of modules without prior written instruction to do so.

## **Section E: Guarantor**

SHARP Electronics GmbH, Nagelsweg 33-35, 20097 Hamburg, Germany www.sharp.eu

## Section F: Governing Law, Place of Jurisdiction

- 1) Governing Law: These manufacturer's guarantees shall be subject to the law of Germany, excluding international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- **2) Place of Jurisdiction:** Germany shall be the exclusive place of jurisdiction for merchants, legal entities under public law or public funds.