



STANDARD LIMITED WARRANTY

BISOL photovoltaic modules manufactured by BISOL Production, Ltd. ("BISOL") (hereinafter referred to as: Products) are produced in accordance with the highest industry standards to offer the best value for the customer. BISOL's continued commitment to quality is reflected in every aspect of BISOL module manufacturing leading to longer service-life and higher energy yields. BISOL assumes that use in accordance with this Limited Warranty will maintain the function of the Products (hereinafter referred to as: Functional Capability) as well as maintain the electrical performance of the Products (hereinafter referred to as: Electrical Performance). As a result of BISOL's strong focus on quality of its Products and comprehensive tests performed on the Products, BISOL grants to the end-user of the Products (i.e., private or physical person who has put the Products correctly into operation for the first time or private or physical person who has legitimately purchased the Products from such an end-user without any modifications) a 10-year Limited Product Warranty and a 25-year Limited Linear Electrical Performance Warranty, subject to the following conditions:

I. 10-year Limited Product Warranty

1. BISOL guarantees Functional Capability of the Products over a period of ten (10) years starting with the purchase date of the Products and guarantees that the Products:

- Will not suffer from any mechanical adverse effects, which would reasonably limit the mechanical properties of the Products. This is under the condition that the Products are correctly installed and used in accordance with regulations and all relevant professional standards, as well as in accordance with the installation instructions enclosed with the Products or published on BISOL's official website;
- With cables and connector plugs will remain safe and operational, unless they are installed unprofessionally and/or are permanently positioned in water or in high moisture environment. However, damage to the cables and connectors, which is caused by abrasion on a rough surface owing to insufficient fixing or owing to unprotected laying of the cables over sharp edges, is excluded from this warranty. Any damage caused by animals (e.g., rodent bites, birds, and insects) or which occurs due to expiry of consumable components (e.g. diodes) is exempted as well.

The visual appearance of the Products as well as any scratches, stains, mechanical wear, rust, mould, optical deterioration, naturally occurring oxidation and other changes do not represent defects, insofar as the change in visual appearance does not lead to deterioration in the Functional Capability of the Products. A claim in the event of glass breakage arises only to the extent that there was no external influence on the glass, including all influences on the Products' frame (e.g., improper installation, hitting or dropping the Product on the frame, etc.).

2. If during the warranty period the Products exhibit one of the above-mentioned defects, and this has an effect on the Functional Capability of the Products, BISOL will, at its own discretion, repair the defective Products, supply replacement Products or compensate the end-user with an appropriate residual value of the Products.

II. 25-year Limited Linear Electrical Performance Warranty

1. BISOL guarantees that during the initial year from the date of purchase, the Measured Output of the Products will amount to at least 97 % of the Effective Output. The Effective Output is defined as the lowest power output of the specific nominal power class of the Products determined in accordance with the Product specification. Over the following 24 years, starting with the beginning of each year, the annual decrease in the Measured Output of the Products will be no higher than 0.50 %. By the end of the 25th year from the purchase of the Product, the Measured Output of at least 85 % of the Effective Output is guaranteed. For Products installed in the desert, marine, tropical or equatorial environments, BISOL guarantees that during the initial year from the date of purchase, the Measured Output of the Products will amount to at least 97 % of the Effective Output, while over the following 14 years, starting with the beginning of each year, the annual decrease in the Measured Output of the Products will be no higher than 0.857 %. By the end of the 15th year from the purchase of the Product, the Measured Output of at least 85 % of the Effective Output is guaranteed.

2. In the event of a negative deviation of the Measured Output from the guaranteed Effective Output determined above, BISOL will, at its own discretion, either supply replacement or additional Products to compensate for the total loss of power, or carry out the necessary repair measures, or grant a financial compensation for the reduced power of the Products. The financial compensation (providing residual value) will amount to/reflect the price difference between the guaranteed power output of the Products under this warranty and the Measured Output. No compensation is owed or given for loss of income, profits or any other potential losses.

3. BISOL may supply used or repaired Products as replacements. There is no entitlement for the receipt of new Products, however they may be provided at BISOL's own discretion.

III. Further conditions of entitlement

1. The period of the Limited Product Warranty and the Limited Linear Electrical Performance Warranty is determined in paragraphs I. and II., and starts on the day of the initial purchase of the Products from BISOL. The warranty period will not be extended under any circumstances, even in the event of repair or exchange of the Products. Ownership of all replaced Products will pass on to BISOL.

2. BISOL does not give warranty for Products, which have not been paid in full to BISOL. It is therefore the responsibility of the party claiming the warranty to make sure that the Products have been fully paid for. If in doubt, the end user can ask BISOL to check and confirm the payment status before purchasing the Products.

3. In the event of a Linear Electrical Performance Warranty claim the Effective Output and Measured Output of the Products will be measured using standard test conditions, specified in the IEC 60904 standard. The decisive measurement of power output must be carried out by BISOL in-house measurements or alternatively, by BISOL approved measuring laboratory (the assessment of measurement tolerances is undertaken in accordance with EN 50380 standard). Electrical Performance Warranty claims can also be denied on the grounds of mechanical adverse effects on the Products.

4. Transport costs are not covered by any of the warranties determined in paragraphs I. and II., or otherwise, in particular, but not limited to the return of the Products to the production facility or to any other measuring facility, or to a new delivery of repaired or replacement Products. The warranties do not cover any costs related to testing, removal or installation of the Products, as well as any other expenditures incurred by the seller, installer or end-user.

5. The term of the rights granted under this warranty as specified in paragraphs I. and II. starts with the date of the initial purchase of the Products from BISOL, insofar as they were purchased by the original end-user after April 1, 2016 and produced after February 1, 2016.

6. BISOL reserves the right to adjust the Standard Limited Warranty described in this document at any time. However, any product purchases, which have been concluded prior to the modification, remain unaffected by this clause. The most recent version of the Standard Limited Warranty is published on www.bisol.com website.

IV. Assertion of claims

The assertion of the services specified in paragraphs I. and II. requires the end-user (i) to inform the authorized seller/dealer of the Products of the alleged defect in writing, or (ii) if the seller/dealer no longer exists (e.g., due to business closure or insolvency), to send a written notification of claim directly to BISOL to the address mentioned in the latest version of the Special Limited Warranty. Any notification of defects must be sent in a standard form provided by BISOL, together with the original sales receipt proving the time of purchase, information about the serial numbers, high-resolution pictures of the defect and entire surface of the Product. The notification of claim must be sent within 30 days from the occurrence of the defect. The 30-day term starts when the defect in material and/or workmanship errors and/or reduced performance of the Products is first noticed. The return of the Products is permitted strictly after a written consent has been obtained from BISOL.

V. Use in accordance with this Limited Warranty

1. The entitlements referred to in paragraphs I. and II. will be granted only if the Products are used, operated, and installed in a proper way. BISOL is therefore not obliged to offer any of the above specified services, if the defects of the Products do not clearly and exclusively originate from the Products themselves; e.g., in the following cases:

- i) Errors, delays, and omissions on the part of the end-client or on the part of the installer in observing the assembly, operational, and maintenance instructions or information, if these lead to defects and/or loss of performance of the Products;
- ii) Exchange, repair or modification of the Products, if these are not done in a proper and professional way;
- iii) Incorrect use of the Products;
- iv) Vandalism, destruction through external influences, and/or by persons or animals;
- v) Incorrect storage or inappropriate transport before installation (e.g. if stagnant water is left on glass surface), if these lead to defects and/or a reduction of performance of the Products;
- vi) Damage to the end-user's solar system or incompatibility of the end-user's solar system equipment with the Products, if these lead to defects and/or a reduction in performance of the Products;
- vii) Use of the Products on mobile units such as vehicles or ships;
- viii) Influences such as dirt or contamination on the face-plate, contamination or damage by smoke, stagnant water, extraordinary salt contamination, or other chemicals;
- ix) Force majeure such as, but not limited to, flooding, fire, explosions, rock-falls, direct or indirect lightning strikes, or other extreme weather conditions such as hail, hurricanes, whirlwinds, sandstorms or any other circumstances outside the control of BISOL.

2. The entitlements referred to in paragraphs I. and II. will not be granted, if and as soon as the manufacturer's labels or serial numbers on the Products have been changed, deleted, peeled off or made unrecognizable.

VI. Exclusion of liability

The remedies set forth in this Limited Warranty are the exclusive remedies available to the end-client as the Products purchaser. BISOL shall not be liable for any damage, injury or loss arising out of or related to the Products, except as set forth in this Limited Warranty. In particular, under no circumstances BISOL shall be liable for incidental, consequential, special or other indirect damages in any way connected with the Products. BISOL's aggregate liability, if any, shall be limited to the Products' purchase price or any service furnished in connection with the Products, as the case may be.

VII. Contacts

To receive service under this Limited Warranty, please contact the authorized seller/dealer of the Products or contact BISOL directly at the following address: Latkova vas 59a, Prebold, Slovenia; e-mail: warranty@bisol.com; phone: + 386 (0)3 703 22 50; fax: + 386 (0)3 703 22 63.

VIII. Choice of law

This Limited Warranty, including without limitation the rights and responsibilities granted hereunder, shall be governed and construed in accordance with the laws of the Republic of Slovenia, excluding the United Nations Convention on Contracts for the International Sale of Goods as well as the conflict of law rules on International Private Law.

IX. Validity

This Standard Limited Warranty applies to the following current Product series and Product types:

- BISOL Premium, PeakPerformance, Project, Spectrum, XL, BIPV (exclusively for Products with Solrif® frame), and Lumina Product series;
- BISOL BMU-xxx, BMO-xxx, BSU-xxx, BSO-xxx, BLU-xxx, BLO-xxx, BXO-xxx and BXU-xxx Product types.

B-grade, C-grade, D-grade or lesser grade PV modules and Products, which are not included on the above list, are not covered by this Limited Warranty. Product grade is specified on either the pro forma invoice or invoice issued by BISOL to the initial buyer.

X. Exclusion of any other warranties and Severability

This Limited Warranty is expressly intended to exclude all other express or implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose, to the periods set forth herein.

If a court or other body of competent jurisdiction holds any provision of this Limited Warranty unenforceable or illegal, such provisions shall be modified to the minimum extent required for the rest of this Standard Limited Warranty to continue in full force and effect.

Prebold, May 1, 2017

Dr. Uroš Merc, President and CEO
BISOL Production, Ltd.

Marko Poličnik, Vice-President and CTO
BISOL Production, Ltd.