



LATITUDE**SOLAR**

***Limited Warranty
for
PV modules
from
Latitude Solar***

(Conditions apply to modules delivered as from October 2008)

1) Workmanship

Latitude Solar and subsidiaries of Latitude Solar manufacturing solar PV modules (hereinafter referred to as “Latitude Solar”) guarantee that, in accordance with the contractual agreements applying to those standard photovoltaic modules manufactured by them and which are not explicitly regarded as prototypes, the modules will be free of material or manufacturing defects under normal conditions of use, installation, operation and maintenance for a term of **five (5) years** as from the delivery of the modules by Latitude Solar to the customer.

Should a module be defective, Latitude Solar will, in accordance with the provisions of the contract – at its own option – repair the defect module or supply a module with no defects. In cases where subsequent delivery has failed or where a defect cannot be removed, the customer will be required to accept a further attempt within reasonable time to make a subsequent delivery or to repair the defect before he makes any further statutory guarantee claims.

The details of guarantee rights are regulated by the contract of delivery with the customer.

If a guarantee claim is accepted by Latitude Solar, the defective module is to be sent to Latitude Solar on request. In cases where recourse is justified, Latitude Solar will bear the costs of transport and re-installation.

2) Power Output Guaranties

Latitude Solar gives the following power output guarantee for those of its standard photovoltaic modules that are not explicitly regarded as prototypes:

- a. a module should perform with at least **90% of its minimum capacity** as shown in the specification sheet within a **period of ten (10) years** as from the date of sale by Latitude Solar or
- b. a module should perform with at least **80% of its minimum capacity** as shown in the specification sheet within a **period of twenty-five (25) years** as from the date of sale by Latitude Solar.



The above mentioned guaranties provides that Latitude Solar attributes a loss of output of this nature to the ageing of glass, the cell or EVA foil (de-lamination) following its own investigation with its own Latitude Solar measuring instruments under standard industry test conditions.

Latitude Solar will – at its own option – replace the defective output either by supplying additional modules or by delivering a replacement module.

The replacement or the additional delivery of modules neither renews nor extends the guarantee period (“Workmanship”) or the period of power output guarantee. Latitude Solar is entitled to deliver other types of modules (varying in size, colors and/or output parameters) to fulfill its obligations under this paragraph. Replaced modules under the guarantee will become the sole property of Latitude Solar.

This power output guarantee does not give any basis for further claims against Latitude Solar, in particular not for compensation claims due to lost profit, loss of use, indirect damage and claims for replacement due to damage occurring exterior to the product.

Costs regarding the removal of defective modules, transportation of same and re-installation of replacement modules are not governed by this power output guarantee and such costs are to be held by the customer.

The power output guaranties apply only to modules used on the dry land, and the guaranties do not prevail if major effects on the material of the modules cause increased ageing symptoms due to special circumstances of use or influence beyond Latitude Solar’s sphere (e.g. operation under unsuitable environmental conditions, operation without following the operations instructions, unauthorized altering of the modules or serial numbers, extreme external influences of smoke, acid rain or other pollutants, use on transport units, use for other purposes than provided etc.).

If a customer believes that he has a claim under this power output guarantee, he shall immediately inform Latitude Solar and at the same time provide Latitude Solar with a copy of the original invoice or sales slip showing the date of delivery, module type and serial number.

Peter Melchior Roedder
CEO – Latitude Solar AB