



Limited warranty – IBC FlexiSun H1Z2Z2-K solar cable

The IBC SOLAR AG
Am Hochgericht 10
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(hereinafter referred to as "IBC")

IBC provides a limited 10 (ten) year warranty (hereinafter referred to as „warranty“) for the IBC FlexiSun H1Z2Z2-K solar cable (hereinafter referred to as „FlexiSun“) subject to the conditions set out herein.

Contractual or statutory rights against the respective seller shall not be restricted or affected in any way by this warranty.

1. Warranty

1.1. General

Buyers of IBC FlexiSun shall be IBC-partners only. IBC-partner resells the FlexiSun to an end customer within the meaning of clause 2.2. herein and takes over the installation of FlexiSun. IBC provides a limited warranty within the meaning of clause 2.2. herein to the end customer according to this warranty.

1.2. Warranty

IBC provides a limited warranty to the end customer within the meaning of clause 2.2. herein subject to FlexiSun operation within manufacturer´s specifications under normal conditions and compliance with the engineer standards set out in the data sheets valid at the time of delivery.

2. Warranty period, warrantee, scope

2.1. Warranty period

The warranty applies to all FlexiSun sold by IBC SOLAR after January 1, 2012, provided the affected FlexiSun is still part of the solar energy system in which it was taken into operation for the first time. FlexiSun that have been removed and reinstalled for non-repair purposes are not covered by the warranties.

The warranty period shall be valid 10 (ten) years and commences at the date of delivery of the FlexiSun from IBC to the IBC-partner whereby the date written on the delivery note issued to the IBC-partner shall be applicable to determine the date of delivery.

2.2. Warrantee

End customer and warrantee within the meaning of this warranty shall be every individual or legal entity, which purchased the FlexiSun for its own usage and in connection with photovoltaic systems only. This warranty shall be transferable. Insofar as the term "end customer" is used within this warranty, this shall refer to the warrantee.



2.3. Scope

This warranty extends to those FlexiSun only, which are installed/ plugged within the territory of the European Union, Japan or any other country in which the FlexiSun has been put on the market by IBC itself or with his approval. The warranties do not cover FlexiSun cables that are installed on "offshore" systems or FlexiSun that are not firmly attached to the energy systems firmly attached to the land (e.g. buoys, ships, vehicles, etc.)

3. Procedures for Obtaining Warranty Service

Claims under this warranty shall be made in written form only to:

IBC Service

Email: service@ibc-solar.de

Fax: +49 (0)9573/ 92 24 555

without undue delay after end customer obtained knowledge of circumstances, that may constitute a warranty claim, whereas such notification shall include all information about the circumstances justifying a claim against this warranty as well as providing relevant proof (e.g. invoices, serial numbers, description of the malfunction, photos, etc.).

4. Warranty Claim

4.1. Determination of a warranty claim

Firstly, IBC shall verify on the basis of the proof provided (invoices, serial numbers, description of the malfunction, photos etc.), if a warranty claim is to be considered. If, on the basis of the proof provided, a warranty claim seems likely, IBC shall have the right, to examine or have examined the FlexiSun in built-in condition. Where required, IBC will have the defective FlexiSun examined in a testing laboratory to be chosen in IBC sole discretion.

4.2. Remedy

In the event end customer should disagree with the results of the examination according to clause 4.1., he should have the right to object against the results of the examination within five (5) days (Mo. to Fr., with exception of public holidays in Bavaria, Germany) after receipt of the results in written form setting out his reasons. In such case, IBC and end customer shall agree on the commissioning of another testing laboratory with the examination of the objected FlexiSun within further five (5) days (Mo. to Fr., with exception of public holidays in Bavaria, Germany).

4.3. Arbitration

In the event, IBC or end customer disagrees with the results of the second examination according to clause 4.2., each of them shall have the right to inquire an arbitration opinion. The inquiry shall be made within two (2) weeks after receipt of the second opinion according to clause 4.2. towards the respective party. The inquiry shall be made in written form by registered mail. After receipt of the inquiry IBC and the end customer shall without undue delay request the president of the IHK Würzburg (chamber of industry and trade in Würzburg, Germany) to nominate an officially appointed and sworn expert. The expert shall be specialized in solar technology. The result of the arbitration opinion shall be binding for both parties, IBC and the end customer.

4.4. Costs of detections

In case it should be ascertained within the scope of the aforementioned inspection (clauses 4.1. to 4.3.) that it is a warranty case, IBC shall bear all costs incurred by the inspection, otherwise the end customer. This also includes the costs for dismantling and reinstallation (service fees), costs for shipping and handling and costs incurred by the expert.



5. Reimbursements under the warranty

5.1. Scope of warranty

In case of an ascertained warranty claim, IBC may, in its sole discretion, reimburse the purchase price to the end customer less a lump-sum for compensation of use of 10 per cent p.a. of the purchase price beginning with the second year of the warranty period according to clause 2.2. or exchange the defective FlexiSun. The exchange FlexiSun shall be free of charge. In any case IBC shall not bear or compensate for any costs occurring in connection with such exchange, e.g. but not limited to labor costs, packaging and shipment. Further claims of the end customer, especially claims for damages, shall be excluded.

5.2. No extension of the warranty period

No reimbursement under this warranty shall accrue to an extension of the warranty period.

5.3. Statutory Rights

The end customer shall, notwithstanding this warranty or any reimbursement made hereunder, be entitled to claim any statutory or contractual warranty rights.

6. Exclusion and limitation

6.1. Exclusion

Coverage under this warranty shall be excluded, in case:

- The installation, integration or use of the product not compliant with its specifications or valid engineer standards.
- The use of the product under conditions not compliant with the conditions of use described in the data sheet.
- The malfunction of the product is attributable improper storage beyond IBC control, in particular by the end customer.
- The malfunction of the product is attributable to fire, force majeure or undue force.
- The malfunction of the product is attributable to damages caused by (rodent) animals or insects.
- The unauthorized alteration of the product.

6.2. Limitation

Under this warranty only the reimbursements stated under clause 5. shall be due. Aside the reimbursements stated in clause 5. no further claims can be made against this warranty. This warranty shall not constitute no independent cause in law for compensation for any damages or consequential damages. The total value of reimbursements made under this warranty according to clause 5. shall be limited to the purchase price paid by the end customer.

7. Final Provisions

7.1. Applicable law

For all disputes arising out of or in connection with this warranty German law shall apply.

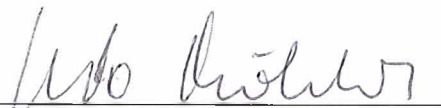
7.2. Written form

No ancillary agreements have been made aside of this warranty. Amendments to this warranty of any kind need to be made in written form. This also applies to the amendment of this written form clause itself.

7.3. Discrepancies

There is a German and English version of the warranty available. In case of any discrepancies between these versions, the German version shall always prevail.

Bad Staffelstein, 20.02.2017



Udo Möhrstedt
CEO
IBC SOLAR AG



Jörg Eggersdorfer
CFO
IBC SOLAR AG