



**Warranty and Performance Guarantee Conditions of  
AU Optronics Corporation (“AUO”) PV module  
AUO limited warranty for photovoltaic modules: PM220P04**

**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( PV modules) shall be free from defects in materials and workmanship under normal use conditions (see section III.) for a term of five (5) years from the date of delivery of the modules by AUO to the authorized dealer.
2. Defects which are recognizable at the time of delivery must be reported to either AUO or the authorized dealer in written form immediately, and in any event, no later than within seven days of the date of the original purchase. Defects which appear later or unknowable defects shall be reported to either AUO or the authorized dealer in writing within seven days from actual knowledge of the relevant defect.
3. Should a module not be free of defects, 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, as the case may be, fails, the end customer is entitled to require either a further correction of the relevant defect, a replacement of the defective module by providing compatible model, or a refund of the value of the defective module based on a mutual agreed price at the option of AUO.
4. Each notice relating to a defective module shall be accompanied by the relevant original purchase documentation as proof of the date of the acquisition. The return of products to AUO, or the authorized dealer, is allowed only after written consent from AUO.

**II. Performance guarantee**

1. With respect to modules of AUO limited warranty PV module, AUO guarantees that within a term of ten (10) years from the date of sale by AUO, the performance of a module will not be below 90% of the minimum performance standards of the module as stated in the relevant data sheet, and within a term of twenty-five (25) years from the date of sale, by AUO, the performance of a module will not be below 80% of the minimum performance standards of the module as stated in the relevant data sheet.
2. Should the actual performance of the modules be below the parameters stated in section II.1 and should this defect be proven by AUO’s customer by applying a generally accepted test procedure of an IECCE accredited PV-testing laboratory, AUO will compensate for the loss of performance in power either by – subject to its own choice - delivering additional modules of compatible model to make up such loss in power, or providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing a defective module, at the option of AUO.
3. In the event of a replacement delivery made by AUO, the customer is not entitled to receive new or as good as new products. AUO is authorized to also supply used or repaired products.
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. The costs and/or expenses for (a) the removal of a defective product, (b) the (re-)shipping to AUO or the authorized dealer or for (c) re-installation are excluded from this guarantee.
6. Claims under this guarantee must be made according to the conditions as set out above versus AUO or the relevant authorized dealer within 14 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 products manufactured by AUO have been installed and used in a proper and orderly fashion.
2. AUO shall not be liable under the warranties stated in section I. or the performance guarantee stated in section II. and no claim shall be made against AUO pursuant to sections I and II whatsoever if any one of the following circumstances applies in respect of the usage of the modules manufactured by AUO:
  - A. operation under unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions or rating plate data;
  - B. replacement, repair, or modification by persons not authorized by AUO;
  - C. extreme external influences such as smoke, salt, acid rain or other pollutants or persons (vandalism);
  - D. usage on mobile applications, such as vehicles, ships etc.;
  - 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; or



- F. influence of forces of nature, force majeure and other unforeseeable circumstances beyond the control of AUO such as e.g. earthquakes, typhoons, cyclones, volcano eruptions, floods, lightning, snow damages etc.. In addition, the warranties stated in section I. or the performance guarantee stated in section II. shall not apply if the type number or the serial number of the module has been altered, deleted, removed or made illegible.
- G. if modules are coupled or interconnected with other incompatible modules or types.

#### **IV. Broken Glass**

Due to the high quality standards of the glass used by AUO for its glass-solar modules, breakage of glass can only be caused by the influence of third parties. Therefore, an extended warranty or guarantee is excluded.

#### **V. 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.

#### **VI. Applicable law**

These guarantee terms shall be governed by the laws of Taiwan (R.O.C.) excluding the Convention on Contracts of International Sale of Goods and any conflicts of laws provisions.

#### **VII. Validity**

These Warranty and Performance Guarantee Conditions apply to modules manufactured by AUO and delivered from Feb1<sup>st</sup>, 2010.