

GUARANTEE TERMS AND CONDITIONS FOR SOLARPARK PHOTOVOLTAIC MODULES

(For International distribution, excluding Korea)

Dear Customer,

Thank you and congratulations on your choice of photovoltaic module ("the Product") from SolarPark Korea Co., Ltd. ("SolarPark"). In our Product, you have made a sound investment in quality and reliability. It is our pleasure to provide to you, as the Final Customer, in addition to the statutory warranties to which you are entitled, with our industry-leading Product and Performance Guarantee. Before using the Product, please take a moment to review the following guarantee terms and conditions. By using the Product, you agree to accept the conditions herein. Should you have any questions, please contact your vendor or e-mail to our service team support@solarpark-korea.com.

Respectfully yours,
Hyunwoo Park, CEO

SECTION I. Warranty Description

A. Product Guarantee

1. SolarPark guarantees that the Product will not develop any material and/or workmanship defects for a period of ten (10) years from the date of Original Purchase.
2. In case of a valid Product Guarantee claim, SolarPark shall, at its discretion either a) repair the defect, or b) replace the defective Product with a functioning Product, free of defects, of the same or similar type.

B. Performance Guarantee

1. SolarPark guarantees that the power generated by the Product is at least the "Guaranteed Power" for a period of 25 years from the date of the invoice for the Original Purchase. Guaranteed Power is defined as:
 - At the end of the first year, 96% of the power stated on the Product label,
 - At the end of each subsequent year, the Guaranteed Power of the previous year, less 0.66% of the power stated on the Product label, such that at the end of the 25th year after the Original Purchase, the Product will still deliver at least 80.2% of the power stated on the Product label.
2. In case of a valid Performance Guarantee claim, SolarPark shall, at its discretion:
 - a) repair the defect, replace the under-performing Product with a Product of the same or similar type functioning in compliance with the Guarantee, or
 - b) supply additional component(s), in order to bring the performance of the Product above the Guaranteed Power.

SECTION II. Guarantee Conditions

A. General

1. This Guarantee is granted to the Final Customer of the Product, i.e. the owner of the Product at the time the Product was first placed into operation correctly ("Original Purchaser", whom makes the "Original Purchase"), or any subsequent owner whom has legitimately purchased the product from a previous owner.
2. This Guarantee is granted independently of legal warranty claims of the Final Customer against the seller of the Product and irrespective of any non-contractual claims. Any liability outside this Guarantee is excluded. SolarPark is, in particular, not liable for interruptions of the installation or loss of profit. The exclusion of liability does not apply if mandatory liability applies e.g. under the Product Liability Act, in cases of intent, gross negligence, injury to life, body or health.
3. In case these guarantee conditions deviate from those specified in Product information sheets, the conditions herein shall prevail.
4. No extension or suspension of the warranted periods is permitted, including in cases where the Product has been repaired, replaced, or resold.
5. SolarPark may, at its discretion, use refurbished parts or Products for any remedies under this Guarantee. All replaced parts or Products shall become the property of SolarPark.

B. Disclaimers/Liability Limitations

1. This Guarantee is only valid for Products used correctly (including compliance with applicable Product installation, operating and maintenance instructions) and under normal operating conditions.
2. The Product must not be modified or disassembled, and its original serial number and type label must be undamaged, unaltered and clearly distinguishable.

3. This Guarantee does not cover damage, imperfection, faults, defects in material or workmanship, non-conformity with applicable Product datasheets, reduced output, service failure or malfunctions of Product caused by:
- Force majeure (lightning, fire, hail, snow, frost, tidal waves, typhoons, tornados, volcanic eruptions, ground motions, landslides, avalanches, storms, floods, plagues of insects, power outages, acts of war, etc.) or any other causes beyond SolarPark's sphere of influence (acts of vandalism, theft, or by animals, acid rain, salty air etc.).
 - Unprofessional transportation, handling, stress, installation, operation, extension, alteration to the Product, removal and/or reinstallation of modules (non-compliance with installation and/or operating instructions, non-compliance with local safety and/or legal requirements, etc.).
 - Inappropriate design and/or parts selection, incorrect system configuration (with regard to system size, incompatible inverter, mounting structures, poor ventilation, etc.) of the system in which the Product is installed.
 - Inadequate or unprofessional maintenance and/or repair.
 - System-related damage and defects (voltage fluctuations, power peaks, excess current, voltage surge, power failure/surge, poor electrical or mechanical engineering work, etc.).
 - Connection to modules made by other manufacturers.
 - Cosmetic flaws occurring after Original Purchase (e.g. scratches, mould, discolouring etc.).
 - Abuse, improper use, and/or negligent acts (incorrect or inadequate maintenance, etc.).
 - Use on mobile units (vehicles, ships, etc.).
 - External sources (dirt, smoke, salt, chemicals, etc.).
 - Exposure to abnormal environmental conditions (laboratory, ammonia, gas, direct salt water, marine environment)

SECTION III. Making Guarantee Claims

1. All claims must be submitted in writing to SolarPark or SolarPark's authorized agents.
2. Claims must be asserted within 2 months after knowledge of the event giving rise to the claim is acquired by the entitled user, and within the applicable guarantee period. Late claims are excluded.
3. Claims must be accompanied by: a) sales invoice from the Original Purchase, and b) evidentiary documents to support the claim.

4. In case of Performance Guarantee claims, proof of Product under-performance is a prerequisite for claim consideration. SolarPark will undertake to verify the under-performance, which may include performance measurements by SolarPark, or by a recognized measuring institute. In all cases performance shall be measured under standard test conditions (1000 W/m², 25°C, and spectrum AM 1.5). If the result of the performance verification is that the under-performance is permissible, or that no under-performance exists, SolarPark shall be entitled to claim against the claimant a reimbursement of the test costs.
5. Any actions to be undertaken by SolarPark in providing this Guarantee, including acceptance of returns of Product, must be expressly authorized by SolarPark.
6. If you have any questions in relation to this Guarantee, please contact your vendor, or e-mail support@solarpark-korea.com.

SECTION IV. Choice of Law

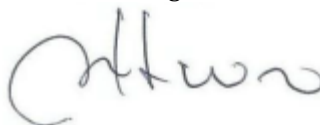
This Guarantee and any claim arising from this Guarantee are subject exclusively to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods. If the beneficiary of the Guarantee is a merchant in the meaning of the Commercial Code, a legal person of public law or a public law special fund the exclusive place of court – including international –jurisdiction for all disputes arising directly or indirectly out of this Guarantee is District Court (Landgericht) Munich I.

SECTION V. Validity

This Guarantee shall until further notice apply to all Products, listed below, sold by SolarPark or its authorized agents, from August 19th, 2014.

*SPP 230 | 235 | 240 | 245
*SPP 250 | 255 | 260 | 265 mono
*SPP 230 | 235 | 240 | 245 | 250 smart
*SPP 250 | 255 | 260 | 265 smart mono
*SPP 280 | 285 | 290 | 295 | 300 | 305 | 310
*SPP 230 | 235 | 240 | 245 | 250 | 255 | 260 | 265 | 270 SR
*ODM Products with VDE Co-Licensing OR UL Multi Listing

Seoul, Korea, August 19th, 2014



Hyunwoo Park, CEO