

Guarantee by TSMC Solar Europe GmbH ("TSMC")

For TSMC CIGS solar modules:

TS CIGS Series

("Module(s)")

The terms and conditions set forth in this document (collectively, "Guarantee") apply only to TSMC Module(s) supplied on or after March 18, 2011 by or on behalf of TSMC. TSMC offers a limited guarantee for Module (s) to its End Users. Reference to End User in this Guarantee shall mean the first purchaser of the Module(s) who installs and uses the Module(s).

I. Module Guarantee.

- A. TSMC guarantees to End User that, for a period of 10 years from the date of End User's initial purchase of a new Module, as evidenced by the date of invoice ("Date of Shipment"), that new Module, installed in accordance with its installation guidelines effective on the Date of Shipment, as may be amended by TSMC ("Installation Guidelines"), will be free from material and processing defects under normal application, installation, mounting, commissioning, operating and maintenance conditions, use, and service conditions, as specified in those Installation Guidelines. Please refer to the Installation Guidelines included in the shipment or to www.tsmc-solar.com for a full description of the Installation Guidelines. The Installation Guidelines are incorporated by reference into this Guarantee.
- B. If a Module fails to conform to the foregoing guarantee described in Section I.A., TSMC shall, at its sole option, either repair the defect, replace the defective Module or part thereof, or repay the then-current replacement price of the Module provided this price does not exceed the original purchase price. TSMC may, at its sole option, replace Modules or parts thereof with new or equivalent Modules or parts or another Module type if such type is not significantly different from the replaced item. TSMC may keep or destroy replaced Modules or parts thereof.

II. Power Guarantee.

- A: TSMC guarantees to End User that the actual power output of a new Module installed in accordance with that Module's Installation Guidelines shall: (i) during the first 10 years from the Date of Shipment, be at least 90% of the nominal power output for that Module and (ii) for a period of 25 years from the Date of Shipment, be at least 80% of the nominal power output for that Module. The nominal power output can be found on the product label affixed to the Module. Actual and nominal power output is measured on the basis of Standard Test Conditions ("STC") in force at the commencement of this Guarantee.
- B. If a Module fails to conform to the foregoing guarantee described in Section II.A. and inspections conducted by TSMC reveal that such power loss is exclusively attributable to defects of the Module, TSMC shall, at its sole option, either repair the Module, replace the defective Module, supply additional Module(s) to compensate the power loss of the Module, or repay the then-current replacement price of the Module (after deduction of depreciation from the original purchase price at an annual depreciation rate of 4%), provided this price does not exceed the original purchase price. TSMC may, at its sole option, replace Modules or parts thereof with new or equivalent Modules or parts or another Module type if such type is not significantly different from the replaced item. TSMC may keep or destroy replaced Modules or parts thereof.

III. Return Policy and Claims Procedure.

TSMC's obligations under this Guarantee are conditioned upon the following:

- (i) End User discovers the alleged defect (meaning that the Module does not comply with the Guarantee described in I.A or II.A, above) within the applicable guarantee period;
- (ii) Upon discovery of the alleged defect, End User promptly notifies TSMC in writing of its claim under this Guarantee and provides TSMC with the serial number of the Module along with a detailed description of the alleged defect and a copy of the corresponding invoice.
- (iii) If TSMC provides End User with a return merchandise authorization ("RMA") number and requests End User to return a Module, End User returns that Module to TSMC. TSMC will not accept any Module End User returns to TSMC unless TSMC has issued an RMA to End User and End User returned the Module in accordance with the instructions contained in the RMA, if any.

Claims should be directed at TSMC Solar Europe GmbH.

The statute of limitation for such claims is one (1) year after the date when the defect occurred or the date when End User discovered the defect, whichever is later. TSMC will not honor claims filed after the expiration of the statute of limitations.

IV. Exclusions.

- A. End User's sole rights under this Guarantee are repair or replacement of the defective Module, supplement, or repayment of the then-current replacement price of the Module as described under I.B and II.B, above. This Guarantee does not cover any additional, consequential, indirect or other damages such as losses resulting from any kind of lost income, including without limitation, income from feed-in tariffs for power or salable renewable energy certificates generated by the Module, irrespective of the cause of the lost income and whether such lost income is due to non-compliance with this Guarantee, unless provided otherwise in this Guarantee. Furthermore, this Guarantee does not cover the transport costs for the return shipment of the Module, costs for mounting, disassembly, dismantling, removal, reinstallation or installation of the Module as well as accompanying or other consequential costs.
- B. TSMC's obligation under this Guarantee shall be void and of no effect if, in TSMC's judgment, any of the following apply:
- Inspections by TSMC reveal that (a) a Module has not been properly installed, uninstalled, commissioned, maintained, operated or used, as

specified in the Installation Guidelines, or as instructed by TSMC; (b) a Module has been subject to an accident or damaged through misuse, modification, inadequate installation, operation or negligence during storage, transportation or handling; or (c) a Module has been repaired or modified by any third parties other than TSMC or by any third parties other than parties which have been expressly authorized by TSMC.

- The photovoltaic system containing the Modules was not installed by properly licensed personnel or in accordance with the Installation Guidelines.
- The defects result from inappropriate handling during transportation or storage or are caused by accident, neglect, or abuse.
- The defects result from any of the following: improper mounting, set-up on any unsuitable sub-structures, any non-compliance with static requirements, improper and/or insufficient system layout or configuration, improper handling, improper execution of any of the installation steps, improper wiring work, non-compliance with the Installation Guidelines, or improper handling during the execution of any such work.
- The Modules were used as a component part of a module system expressly warranted by another party.
- The defects result from operation or commissioning under unfavorable or impermissible ambient conditions, or unsuitable methods deviating from the Installation Guidelines or operating modes, which are not in accordance with the intended use.
- The defects result from negligent maintenance or non-performance of the periodic function checks of the system and Module configuration(s) or from unsuitable measuring and testing procedures.
- A component or part was not installed in accordance with its intended purpose or was replaced with an incompatible component or part.
- The Module was installed in a mobile or marine environment such as vehicles, ships, buoys, offshore structures, or used for unusual purposes, unless exceptions are expressly permitted by technical specifications of TSMC.
- The defects are caused by factors such as voltage fluctuations, power surges, excess current, any input voltage that creates operating conditions beyond the maximum or minimum limits specified in the Installation Guidelines, problems related to the system grid connection, or other events outside TSMC's control.
- The defects result from incompatibility with chemicals, sealants, glue, kerosene, or other deposits and foreign substances, or they are the result from glass breakage or glass damage or other external impacts.
- The defects result from other influences such as dirt on the front pane, contamination or damage due to climatic conditions, smoke, salt, water, corrosion, acid rain, or other pollution, unless exceptions are expressly permitted by technical specifications of TSMC.
- The defects are caused by force majeure, force of nature or climatic conditions, acts of violence, intervention by third parties or other external forces such as explosions, riots, war, or theft, damage by animals, flood, avalanches, fire, storm, lighting, or ground movements.
- The defects are only in the appearance of the Modules that do not affect their performance or functionality, such as naturally occurring scratches, stains, mechanical wear, external corrosion, mold, discoloring, and other changes in appearance.
- The serial number of the Module has been altered, removed, or made illegible.

V. Limitations of the Guarantee.

- This Guarantee applies in addition to End User's rights against the seller of the Module and does not limit the compulsory liability of TSMC towards the End User, in particular TSMC's liability pursuant to the German Product Liability Act. This Guarantee supersedes and equally expressly excludes all other explicit and implicit guarantees including without limitation, guarantees of civil law and suitability for particular applications and, moreover, all other obligations or liabilities contained in a guarantee on the part of TSMC, unless such other guarantees, obligations or liabilities have been expressly granted by TSMC in writing. To avoid any doubt, TSMC is not liable for any claims of infringement or misappropriation of any intellectual property rights, including without limitation, patents, copyrights, trademarks, other trade secrets or proprietary information and other intellectual property rights.
- This Guarantee is limited to the following components: frames, front and back glass, solar cells, connection cables including connector plugs, junction boxes, and backsheet foil. If the Module is integrated into further products or is subjected to substantial modifications, TSMC immediately disclaims any obligations under this Guarantee. This Guarantee excludes wear and tear.
- A transfer of guarantee claims is not permitted.
- The rendering of service, repair, exchange, or supply of additional Modules under this Guarantee shall constitute neither a new commencement of the time period during which the Guarantee applies nor any extension of that period. None of the Guarantee rights set forth herein shall be renewed or extended in any manner.
- Upon TSMC's written consent, End User may transfer this Guarantee to a new owner of the location where the Modules are installed.

VI. Governing Law and Choice of Venue.

This Guarantee is governed by and interpreted in accordance with the laws of Germany without regard to its conflict of law principles and rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply in any manner to the Guarantee.