

APPENDIX 2

THIN FILM PHOTOVOLTAIC MODULE LIMITED WARRANTY CERTIFICATE

The warranty for Mitsubishi Heavy Industries brand PV modules has to comply with following text :

Mitsubishi Heavy Industries brand PV modules

Mitsubishi Heavy Industries (hereinafter called as "MHI") provides the following limited warranties of MHI Photovoltaic Module (hereinafter called as "MHI MODULE"), subject to the exclusions contained below :

Article 1: Limited Product Warranty – 5Years

MHI warrants Phoenix SonnenStrom AG (hereinafter called as "PHOENIX") that the MHI MODULE shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, **provided however that such minor imperfection are shown in MHI's MA100T2 General Instruction Guide Sep. 2005 edition are excluded from this warranty.**

If MHI MODULE fails to conform to this warranty, then for a period ending five (5) years from the date of (□) receipt of MHI MODULE by the client of PHOENIX or (□) completion of installing MHI MODULE by PHOENIX, whichever earlier, MHI will, at its option, either repair or replace MHI MODULE, provided however in any case such period of Warranty shall not extend 63 months from the date of MHI's delivery of MHI MODULE to PHOENIX's warehouse in Germany or construction site designated by PHOENIX. The repair or replacement shall be the sole and exclusive remedy provided under this warranty and shall not extend beyond the period set forth herein. MHI warrants the replaced or repaired MHI MODULE only for the unexpired term of the original warranty for the defective MHI MODULE.

Article 2: Limited Power Output Warranty – 10Years/20Years

If, within ten (10) years from the date of production of MHI MODULE, any MHI MODULE exhibit a power output less than 90% of the nominal minimum power specified in specification sheet at the time of delivery or if, within twenty (20) years from the date of production of MHI MODULE, any MHI MODULE exhibits a power output less than 80% of the nominal minimum power specified in specification sheet at the time of delivery, then provided that such loss in power is measured and determined by using MHI standard test conditions (at its sole discretion and absolute discretion) in both cases, to be due to defects in material and workmanship of MHI MODULE under

normal application, installation, use and service conditions, MHI will replace such loss in power by either providing to PHOENIX additional MHI MODULE(s) to make up total wattage lost, or by repairing or replacing the MHI MODULE, at its option. The repair or replacement shall be the sole and exclusive remedy provided under this extended term warranty and shall not extend beyond the period set forth herein. MHI warrants the additional, replaced or replaced MHI MODULE only for the unexpired term of the original warranty for the defective MHI MODULE.

Article 3: Warranty Exclusions

The limited warranties set forth herein do not apply to any MHI MODULE (□) which in MHI's sole and absolute judgement, has been subjected to misuse, neglect or accident, (□) which has been damaged through abuse, alteration, improper installation□wiring□grounding□application or maintenance not to follow MHI's instructions in 'MHI's MA100T2 General Instruction Guide Sep. 2005 edition', negligence in use, storage, transportation or handling, or (□) which has been repaired, or in any way tampered with, by anyone other than MHI. The limited warranties do not cover damages which are caused by power failure surges, fire, natural disasters such as lightning, flood, hail, sand storm, pest damage, accidental breakage, and other events or accidents outside MHI's reasonable control or not arising under normal conditions. **MHI is not responsible for any transportation costs for return of MHI MODULE or for re-shipment of any repaired or replaced MHI MODULE, cost associated with installation, removal or re-installation of MHI MODULE.**

Article 4: Warranty Limitations

The limited warranties set forth herein are expressly in lieu of and exclude all other statutory, express or implied warranties including but not limited to the warranties of merchantability and fitness for a particular purpose or application, and all other obligations or liabilities on the part of MHI, unless such other warranties, obligations or liabilities are agreed to in writing by MHI.

MHI has no responsibility or liability whatsoever for damage or injury to person or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the module, including, without limitation, any defects in the MHI MODULES or from use or installation. Under no circumstances shall MHI be liable for incidental consequential or special damages or for any loss of profit, loss of use, loss of any conduct, loss of production, and/or loss of raw materials, howsoever caused.

MHI shall not be in any way responsible or liable to PHOENIX, or to any third party, for any loss or damage arising out of non-performance or delay due to acts of god, war riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood by MHI at the time of sale.

Phoenix waives any rights or entitlements indicated in said limited warranties without presentation of this limited warranty certificate shall not be re-issued for any reason. Accordingly, PHOENIX should store it with care.

Mitsubishi Heavy Industries Ltd.