

Special warranty conditions for SOLARWATT-solar modules of the glass-foil generation

A Scope

1. The Warranty for SOLARWATT Solar Modules of the glass-foil generation pursuant to these Warranty Conditions (hereinafter "Warranty Conditions") of SOLARWATT GmbH (hereinafter "SOLARWATT") apply in addition to any of the End Customer's statutory rights arising from product defects. These Warranty Conditions do not affect any of the End Customer's statutory rights arising from product defects. Such rights continue to exist regardless of whether a Warranty Claim event is given or asserted.

2. These Warranty Conditions apply to the following Solar Modules of the glass-foil generation:

Black 60M style and Blue 60P

(hereinafter jointly referred to as "Solar Modules" or individually as "Solar Module").

3. The Warranty pursuant to these Warranty Conditions applies to Solar Modules which the End Customer has purchased in countries in which SOLARWATT does not have country-specific warranty conditions for Solar Modules in place. All warranty conditions for Solar Modules are available at <http://www.solarwatt.com>. The Warranty pursuant to these Warranty Conditions shall remain unaffected even if the End Customer transfers the Solar Modules to and operates the Solar Modules in a different country afterwards.

4. These Warranty Conditions do not apply for complete systems from SOLARWATT. For complete systems, SOLARWATT or a third party commissioned by SOLARWATT and working on behalf of SOLARWATT provides the End Customer with additional supplies and services, such as assembly service, in addition to the supply of Solar Modules. Any warranties from SOLARWATT for such complete systems are subject to separate warranty conditions.

B Product Warranty

1. SOLARWATT provides the Warranty pursuant to these Warranty Conditions exclusively to End Customers who have acquired Solar Modules from an authorised SOLARWATT dealer for their own use and not for the purpose of further sale or any other type of commercial exploitation ("End Customer"). SOLARWATT guarantees the End Customer pursuant to these Warranty Conditions that the Solar Modules are free from material and processing defects which influence the functionality of the Solar Modules ("Product Defects") for a duration of ten (10) years from the date of shipment from the SOLARWATT factory ("Warranty Term") ("Product Warranty").

SOLARWATT shall provide the End Customer with the date on which the Solar Module was shipped from the factory immediately after the End Customer's respective request.

2. With Full coverage requirements:

For solar modules with which the Full Coverage requirements are fulfilled, SOLARWATT guarantees the End customer pursuant to these Warranty conditions that these Solar Modules supplied by SOLARWATT deviating from section B.1 shall remain free from product defects for a duration of twelve (12) years from the date of shipment from the factory of SOLARWATT.

C Performance Warranty

SOLARWATT guarantees the End Customer pursuant to these Warranty Conditions:

- During the first (1st) year from the date of shipment from the factory of SOLARWATT, the output of the Solar Modules shall not decrease to less than 97% of the nominal output of the Solar Module as indicated by SOLARWATT on the respective Solar Module minus a tolerance range of 5% under Standard Test Conditions (irradiance 1,000 W/m², spectral distribution AM 1.5, temperature 25±2° C, hereinafter "STC");
- From the beginning of the second (2nd) year until the end of the twenty-fourth (24th) year from the date of shipment from the factory of SOLARWATT, the output of the Solar Modules shall not decrease by more than 0.708%, per year, of the nominal output of the Solar Module as indicated by SOLARWATT on the respective Solar Module minus a tolerance range of 5% under STC;
- During the twenty-fifth (25th) year from the date of shipment from the factory of SOLARWATT the guaranteed output of the Solar Modules is at least 80% of the nominal output on the Solar Module as indicated by SOLARWATT minus a tolerance range of 5% under STC;

(jointly "Performance Warranty", Product Warranty and Performance Warranty jointly "Warranty"). SOLARWATT shall provide the End Customer with the date on which the Solar Module was shipped from the factory immediately after the End Customer's respective request.

D SOLARWATT Warranty Services

1. If one of the Warranty claim events indicated in Section B or C arises during the respective Warranty Term, SOLARWATT shall – at its own discretion –

- a) repair the Solar Module on site at the End Customer's location,
 - b) repair the Solar Module at SOLARWATT's facility or that of a third party,
 - c) supply an additional Solar Module to the End Customer or
 - d) exchange the Solar Module with a replacement module. On receipt of a replacement module by the End Customer, the ownership of the original Solar Module is transferred to SOLARWATT. For replacement modules, the remaining Warranty Term of the relevant Solar Module applies exclusively.
- c) being operated in a manner inconsistent with the intended purpose and especially the instructions for operation in the assembly manual,
 - d) not being maintained properly, in particular not in accordance with the maintenance instructions in the assembly manual,
 - e) being improperly modified by the End Customer or a third party or being otherwise improperly manipulated, or
 - f) of force majeure (in particular lightning, fire or natural disaster). The insurance performance pursuant to the SOLARWATT Full Coverage remains unaffected in this respect.

Insofar as the Solar Module originally supplied by SOLARWATT was not or is no longer manufactured in serial production, an equivalent module shall be supplied as replacement or additional module.

2. If SOLARWATT repairs the Solar Module at SOLARWATT's or a third party's facility pursuant to Section D.1. or supplies an equivalent replacement module pursuant to Section D.1, SOLARWATT will engage a carrier who will collect the affected Solar Module from the End Customer's location.
 3. The Warranty pursuant to these Warranty Conditions comprise the material and labor costs (personnel costs for repairs) for the provision of the warranty services. However, they do not comprise other expenses incurred by the End Customer, such as transport costs for the shipping and return shipment of a solar module or for the supply of additional solar modules or replacement solar modules, measurement costs and costs for obtaining an expert appraisal, nor do they comprise the costs for uninstalling and reinstalling the solar modules. These costs must be borne by the customer.
 4. If the End Customer asserts a Warranty claim under these Warranty Conditions and it turns out that there is no valid Warranty claim event, SOLARWATT reserves the right to invoice the End Customer for any costs incurred for the provided Warranty services, provided that the End Customer knew or gross negligently did not know that no valid Warranty claim event was given.
 5. If a Warranty service of SOLARWATT is unsuccessful, SOLARWATT is entitled to repeat the same form of Warranty service or to provide a different service, unless this is unreasonable for the End Customer.
2. Insignificant changes or changes in appearance, in particular bleaching and discoloration of cells shall not constitute a Warranty claim event pursuant to the Product Warranty pursuant to Section B. The Performance Warranty pursuant to Section C remains unaffected.
 3. The Warranty is furthermore excluded if the End Customer manipulates or removes the serial number or type plate of the Solar Module.
 4. The End Customer bears the burden of proof that the Warranty has not been excluded due to the aforementioned reasons. This does not apply to circumstances which lie within SOLARWATT's sphere of responsibility or that of SOLARWATT's vicarious agents.
 5. The End Customer's Warranty claim is not valid if the notification period set forth in Section G.3 is exceeded unless the End Customer has not culpably exceeded this notification period.

E Exclusion of the Warranties

1. The Warranty does not extend to Solar Modules that are impaired, damaged or destroyed as a result of
 - a) being improperly stored or transported by the End Customer or a third party,
 - b) not being installed or, if applicable, uninstalled or reinstalled, in accordance with the SOLARWATT assembly manual and the recognized good engineering practices,

F Transfer to a new owner

If the End Customer sells and transfers the title to the Solar Module on, this warranty is transferred to the new owner of the Solar Module to the extent of the remaining Warranty Term. The respective new owner is then considered the End Customer for the purposes of these Warranty Conditions. In this event, this Warranty expires for the prior End Customer.

G Provisions on the assertion of Warranty claims

1. Warranty claims have to be asserted in written form and by submitting a copy of the original delivery note or the original invoice issued by the SOLARWATT product dealer, or other proof of purchase. For this purpose, the End Customer shall use the claim form for End Customers, available at www.solarwatt.com.

For an extended warranty in the event of the fulfillment of the Full Coverage requirements (sections B.2), the corresponding registration number must also be specified.

Further documentation (e.g. photos or records) shall be provided to SOLARWATT upon request from SOLARWATT.

2. The existence of a Warranty claim event due to the spontaneous breakage of the glass without any external influences or due to a reduced output of a Solar Module must be verified by an expert appraisal performed by SOLARWATT, a third party commissioned by SOLARWATT or an independent testing institute approved for module certifications in accordance with IEC 61215.
3. If an obvious Warranty claim event occurs, the End Customer must bring a claim in respect of this Warranty claim event as soon as possible and in any event no more than three (3) months after discovery of the Warranty claim event. Claims received after this time may be considered at SOLARWATT's sole discretion.

Recognizable transport damages should be reported using the claim form for transport damages, available from www.solarwatt.com.

H Limitation of liability

1. Any claims for damages or expenses against SOLARWATT irrespective of the legal basis (contract, tort or any other area of law) out of or in connection with the Warranty pursuant to these Warranty Conditions or Warranty services are excluded. SOLARWATT shall in no event and irrespective of the legal basis be liable to pay damages to the End Customer for loss of profit or revenue, loss of use, loss of data, cost of capital, down-time costs, cost of substitute goods, property damage external to the Solar Modules and any damage or loss arising out of such damage or any special, incidental, indirect or consequential damage. This also applies if such damage occurs at a third party's premises. The insurance performance pursuant to the SOLARWATT Full Coverage remains unaffected in this respect.
2. The aforementioned limitations of liability do not apply if SOLARWATT is liable pursuant to product liability law, in cases of willful intent, gross negligence, injury to life, body or health, or breach of material contractual obligations, i.e. obligations that actually enable the proper execution of the contract in the first place and which the End Customer can regularly and fully expect to be met. Compensation for breach of material contractual obligations is, however, restricted to foreseeable losses arising from the type of contract, provided no willful intent or gross negligence is involved, there is no injury to life, body or health, and SOLARWATT is not liable under product liability law.

I Final provisions

1. These Warranty Conditions are subject to German law to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale

of Goods (CISG). This does not affect the End Customer's rights under mandatory local law.

2. If any individual provisions of these Warranty Conditions are or become invalid, the validity of the remaining provisions remains unaffected.

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Place, date