Warranty Conditions for Solarwatt Panel vision M / XS

A Scope

1. The Warranty for Solarwatt Solar Modules of the glass-glass generation pursuant to these Warranty Conditions (hereinafter "Warranty Conditions") of Solarwatt GmbH (hereinafter "Solarwatt") applies in addition to any of the End Customer's statutory rights arising from product defects. In addition to the Warranty, the End Customer also has statutory rights arising from product defects against their contractual partner from whom the End Customer purchased the Solarwatt Solar Module of the glass-glass generation. Asserting any statutory rights arising from product defects is free of charge. 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 is given or asserted.
2. These Warranty Conditions apply to the following Solar Modules of the glass-glass generation:

   SOLARWATT Panel vision M
   SOLARWATT Panel vision XS

   (hereinafter jointly referred to as "**Solar Modules**" or individually as "**Solar Module**").
3. Solarwatt provides the Warranty pursuant to these Warranty Conditions exclusively to End Customers who have acquired Solar Modules for their own use and not for the purpose of further sale or any other type of commercial exploitation (**"End Customer"**).
4. The warranty pursuant to these Warranty Conditions applies to products purchased from Solarwatt or an authorized Solarwatt distribution partner and installed and operated within the European Economic Area (EEA), Switzerland, the United Kingdom, or Australia. The provisions set forth in Section E apply to the transferability of the warranty and the relocation of products to another location.

B Product Warranty

Solarwatt guarantees the End Customer pursuant to these Warranty Conditions that the Solar Modules supplied by Solarwatt are free from material and manufacturing defects which influence the functionality of the Solar Modules (**"Product Defects"**) for a period of thirty (30) years as from the date of the invoice to the End Customer for the purchase of the solar modules ("**Warranty Term**") (together "**Product Warranty**"), and no later than six (6) months from the shipping date from the Solarwatt warehouse. Solarwatt shall provide the End Customer with proof of the despatch date of the Solar Modules from the Solarwatt warehouse in a suitable form at any time on request.

C Performance Warranty

Solarwatt guarantees the End Customer pursuant to these Warranty Conditions, from the date of the invoice to the End Customer for the purchase of the solar modules, and no later than six (6) months from the shipping date from the Solarwatt warehouse, that

- During the first (1st) year, the output of the Solar Modules shall not decrease to less than 99 % of the nominal output of the Solar Module as indicated by Solarwatt 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-ninth (29th) year, the output of the Solar Modules shall not decrease by more than 0,31 %, per year of the indicated nominal output of the Solar Module minus a tolerance range of 5 % under STC;
- During the thirtieth (30th) year, the guaranteed output of the Solar Modules is at least 90 % 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 proof of the despatch date of the Solar Modules from the Solarwatt warehouse in a suitable form at any time on request.

D Solarwatt Warranty Services

1. If one of the Warranty claims indicated in Section B or C arises during the respective Warranty Term, Solarwatt shall – at its own discretion and cost –,
   - repair the Solar Module on site at the End Customer's location,
   - repair the Solar Module at Solarwatt's facility or that of a third party,
   - supply an additional Solar Module to the End Customer or
   - 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 original Solar Module applies exclusively.
     If 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. In accordance with the Solarwatt Warranty Conditions pursuant to Section D.1
   - Solarwatt will engage a carrier who will collectthe Solar Module subject to the complaint from the End Customer's location.

- Solarwatt shall cover the transport costs for the collection of the Solar Module subject to the complaint and for shipping a replacement or additional module.
- Solarwatt shall cover the necessary expenses for the removal of the Solar Module subject to the complaint and the installation of a replacement module or additional module.

3. Costs for measurements and for assessments by qualified experts (e.g. if Solarwatt rejects a Warranty Claim or if the End Customer cannot conduct such measurements/tests personally) must be coordinated and aligned with Solarwatt before such costs are incurred. Only in that case will these costs be covered by Solarwatt.

4. If pursuant to these Warranty Conditions, the warranty claim proves to be invalid, Solarwatt reserves the right to invoice the End Customer for any costs incurred if the End Customer knew or should have known that the Warranty Claim was invalid.

5. In the event of an unsuccessful warranty performance by Solarwatt, Solarwatt is entitled to repeat the same form of Warranty performance or to provide a different service, unless this is unreasonable for the End Customer.

E Exclusion of Warranties

1. The Warranty does not extend to Solar Modules that are impaired, damaged or destroyed as a result of
   - being improperly stored or transported by the End Customer or a third party.
   - not being installed, uninstalled or reinstalled as applicable, in accordance with the Solarwatt installation instructions and recognized good engineering practices.
   - being operated in a manner inconsistent with the intended purpose and especially contrary to the instructions for operation in the installation instructions.
   - not being maintained properly, in particular not in accordance with the maintenance instructions in the installation instructions.
   - being improperly modified by the End Customer or a third party or being otherwise improperly manipulated.
   - being exposed to force majeure (in particular lightning, fire or natural disaster). The insurance performance pursuant to the Solarwatt Full Coverage remains unaffected in this respect.

2. Insignificant changes or changes in appearance, in particular bleaching and discolouration of cells shall not constitute a Warranty Claim pursuant to Section B. The Performance Warranty pursuant to Section C also remains unaffected.

3. Warranty is also excluded if the End Customer manipulates or removes the serial number or type plate of the Solar Module.

4. 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.

F Transfer of warranties

1. Warranties are attached to the modules. If the End Customer sells and therefore transfers the title to the Solar Modules , this Warranty is transferred to the new owner of the Solar Module for the remainder of the Warranty Term. The respective new owner is then considered the End Customer for the purposes of these Warranty Conditions. With the transfer of title of the Solar Modules to the new owner, the Warranty of the original customer shall then expire for the original at the time of their transfer.

2. Relocating the products to another location within the scope of this warranty as specified in Section A.4 does not preclude the transferability of the warranty, provided that disassembly, transport, storage, and reinstallation are performed properly and in accordance with Solarwatt's applicable installation, operation, and maintenance instructions. Damage or defects attributable to disassembly, transport, storage, or reinstallation are not covered by the warranty.

G Provisions on the assertion of warranty claims

1. If the Solar Modules were supplied by a third party (e.g. installer) or if service and maintenance services are provided by a third party, the third party can assert the End Customer's warranty claims against Solarwatt. If the third party is willing to do so, the End Customer is kindly requested to assert any warranty claims against Solarwatt via the third party.

2. The End Customer itself can assert any warranty claim against Solarwatt by contacting Solarwatt's customer service, stating the End Customer's address and telephone number. The following e-mail address should be used for this purpose: service@solarwatt.com.

3. The following documents must be submitted via e-mail to assert any warranty claims: copy of the original invoice to the End Customer. Further documents (e.g. photos, records) must be provided at Solarwatt's request.

4. The existence of a Warranty claim due to the spontaneous breakage of the glass without any external influences or due to a reduced output of a Solar Module (according to the guaranteed performance specified in Section C) 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. An assessment by an independent testing institute should be obtained in particular if Solarwatt rejects the Warranty claim and the End Customer requests such

an assessment. The costs for obtaining an assessment from an independent testing institute must be agreed with Solarwatt before such costs are incurred and shall be borne by Solarwatt if agreed accordingly

5. In the event of an obvious Warranty claim (i.e. a Warranty claim that is so obvious that it is noticeable to the End Customer with no special effort and without an expert appraisal), the End Customer must submit a Warranty claim in writing as soon as possible and in all cases no more than three (3) months after discovery of the Warranty claim.
   Recognizable transport damages should be reported using the claim form for transport damages, available from Solarwatt.com.

H Limitation of liability

1. Any claims for damages or expenses against Solarwatt arising from these Warranty conditions or the provision of Warranty performance irrespective of the legal basis, are excluded. Solarwatt shall in no event be liable for loss of profit or revenue, loss of use and production downtime, damages resulting from downtime, loss of data, financing costs or any indirect or consequential damages. This also applies if such damages occur at a third party's premises. The insurance performance pursuant to the Solarwatt Full Coverage remains unaffected in this respect.
2. The preceding limitations of liability do not apply if Solarwatt is liable pursuant to the Product Liability Act, in cases of wilful intent, gross negligence, injury to life, body or health. They also do not apply to the breach of a material warranty obligation. Material warranty obligations are those obligations that actually enable the proper granting of the Warranty in the first place and which the End Customer can regularly and fully expect to be met. However, liability for breach of material warranty obligations is restricted to compensation for foreseeable damages arising from the type of contract, provided no wilful intent or gross negligence is involved, there is no injury to life, body or health, and there is no liability for Solarwatt under the Product Liability Act.

I Final provisions

1. These Warranty Conditions are subject to German law. The application of mandatory statutory provisions which may not be deviated from by agreement to the detriment of the End Customer under the legal system of the country in which the End Customer has his habitual residence shall remain unaffected by this choice of law. (Art. 6 (2) ROM I-VO).
   The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. If any individual provisions of these Warranty Conditions are or become invalid, the validity of the remaining provisions remains unaffected.
3. These warranty terms and conditions are available in German, English, French, Italian and Dutch. In the event of discrepancies, contradictions or differing interpretations between the language versions, the German version shall prevail.

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