

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

A Area of validity

1. These special warranty conditions for SOLARWATT solar modules of the glass-foil generation (hereinafter "**warranty conditions**") of SOLARWATT GmbH (hereinafter "**SOLARWATT**") apply in addition to any warranty rights from purchase contracts concluded with SOLARWATT. Possible warranty rights are unaffected by these warranty conditions and exist independently of whether a warranty case according these warranty conditions is provided or whether the guarantee is made use of.
2. These warranty conditions apply – insofar as no other agreements apply – for the following solar modules of the glass-foil generation:

SOLARWATT ORANGE 60M Easy-In style
SOLARWATT BLUE 60P

(hereinafter "solar modules" or individually as "solar module") which are labeled with the manufacturer's label.

3. The extended guarantees under sections B.2 apply exclusively to modules demonstrably installed in the EU region and in the territories of Switzerland, Norway, Croatia, Serbia, Montenegro, Kosovo, Bosnia-Herzegovina, Macedonia, Turkey and Albania. The requirement in this respect is that
 - the solar modules are universally installed in one of the aforementioned countries,
 - the customer has purchased the SOLARWATT Complete Cover and
 - the customer has registered under <http://www.solarwatt.de> the solar module within three (3) months after purchasing the SOLARWATT Complete Cover.

(hereinafter "**Complete Cover requirements**").

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 customer with additional supplies and services, such as assembly service, in addition to the supply of solar modules. Any guarantees from SOLARWATT for such complete systems are subject to separate warranty conditions.

B Guarantee with regard to product defects

1. SOLARWATT guarantees the first owner of solar modules, who uses said modules as intended, ("**customer**") pursuant to these warranty conditions for a duration of ten (10) years from the date of shipment from the SOLARWATT factory, that the solar modules provided by SOLARWATT are free from material and processing defects which influence the functionality of the solar module ("**product defects**").
2. With Complete Cover requirements:
 - 2.1 For solar modules with which the Complete Cover requirements are fulfilled, SOLARWATT guarantees the 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 Guarantee with regard to output

1. SOLARWATT guarantees the customer pursuant to these warranty conditions that
 - The output of the solar modules shall not decrease in the first (1st) year from the date of shipment from the factory of SOLARWATT to less than 97% of the nominal output on 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**").
 - The output of the solar modules 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 shall not decrease by more than 0,708%, per year, of the nominal output on the solar module as indicated by SOLARWATT minus a tolerance range of 5% under STC.
 - In 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.

D Warranty services from SOLARWATT

1. If one of the warranty cases indicated in section B or C arises during the respective warranty period, SOLARWATT shall – at its own discretion –
 - repair the solar module on site at the customer's location,
 - repair the solar module at SOLARWATT's location or that of a third party,
 - supply an additional solar module to the customer or
 - exchange the solar module with a replacement module. With the receipt of a replacement module by the customer, the ownership of the original solar module transfers to SOLARWATT. The remaining guarantee for the original solar module is transferred to the replacement module; no guarantee is provided for the replacement module.

Insofar as the module type originally supplied by SOLARWATT was not manufactured in serial production or is no longer produced, a functionally comparable module type shall be supplied as replacement or additional modules.

2. After a corresponding request by SOLARWATT, the customer is obligated to send the objectionable solar module to SOLARWATT or a third party at the customer's own risk.
3. The guarantees of SOLARWATT 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 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 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 customer.

E Exclusion of guarantees

1. The guarantees do not extend to solar modules that are impaired, damaged or destroyed as a result of
 - a) being improperly stored or transported by the 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,
 - 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 customer or a third party or being otherwise improperly manipulated, or
 - f) as a result of *force majeure* (in particular lightning, fire or natural disaster). The insurance performance pursuant to the SOLARWATT Complete Cover remains unaffected in this respect.
2. Excluded from the guarantees according to section B are insignificant or changes or changes in appearance, in particular bleaching and discoloration of cells. The performance guarantee pursuant to section C remains unaffected in this respect.
3. The guarantees are also rendered void if the serial number or type plate of the solar module was manipulated or removed, or if the solar module can no longer be uniquely identified for other reasons.
4. Insofar as a warranty case is not provided in accordance with these warranty conditions, SOLARWATT reserves the right to bill the customer for the costs accrued for services provided (material and labor costs).
5. The customer bears the burden of proof that the guarantees are not voided on the aforementioned grounds. This does not apply for circumstances for which SOLARWATT or vicarious agents of SOLARWATT are responsible.
6. With the lapse of the period of notification pursuant to section H.3, the customer's warranty claims are rendered void unless the customer is not responsible for the lapse of said period of notification.

F Transferability of guarantees

The guarantees are bound to the modules and can be transferred from the respective customer to a new owner of the solar modules in the scope of the still valid warranty period, such as in the event of a resale of the solar modules. In this case the respective new owner applies as the customer in the sense of these warranty conditions. The guarantee provided to the original customer is voided in the event of a transfer to the new owner, effective immediately at the time of the transfer.

G Geographic area of validity

These warranty conditions are not subject to any national boundaries, insofar as no different agreements are in place in the event of fulfillment of the Complete Cover requirements under section A.3 and B.2.

H Provisions for the assertion of warranty claims

1. Warranty claims can only be asserted to SOLARWATT in the written form and with submission of the original delivery note or the original invoice from SOLARWATT or a SOLARWATT dealer. For this purpose, the claim form for customers, available from <http://www.solarwatt.de>, should be used.

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

Additional documentation (e.g. photos, records) must also be provided at the request of SOLARWATT.

2. The existence of a warranty case due to the spontaneous breakage of the glass or foreign influence 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 a warranty case already arises on delivery of the solar modules to the customer, the customer must inform SOLARWATT of this in writing immediately, at the latest within an exclusionary period of four (4) weeks after delivery of the modules. If a warranty case already arises at a later time, the customer must inform SOLARWATT of this in writing immediately, at the latest within an exclusionary period of four (4) weeks after discovery.

Recognizable transport damages should be reported using the claim form for transport damages, available from <http://www.solarwatt.de>.

I Limitation of liability

1. SOLARWATT is not liable for compensation for damages or expenditures from or in connection with these warranty conditions or the provision of warranty services, regardless of the legal grounds. Liability shall not be assumed in particular for damages to other legal property of the customer caused by the solar module, for lost profit and revenue, downtime and production loss, damages resulting from shutdown, data loss, financing costs or for any consequential or indirect damages. This also applies insofar as such damages or expenditures are incurred by a third party. The insurance performance pursuant to the SOLARWATT Complete Cover remains unaffected in this respect.
2. SOLARWATT's liability with regard to compliance with duties from these warranty conditions is limited in total to the purchase price of the defective solar module paid to SOLARWATT.

3. The limitations indicated in sections I.1 and I.2 do not apply if SOLARWATT is liable in accordance with the German Product Liability Act on the basis of intent or gross negligence or on the basis of injury to the life, limb or health. Similarly, they do not apply for a culpable breach of a significant contractual duty. Significant contractual duties are those for which fulfillment is prerequisite for the proper performance of the contract and the fulfillment of which the customer can normally expect and rely upon. However, liability on the basis of a breach of significant contractual duties is limited to compensation for the damages that are foreseeable and typical for the respective type of contract, insofar as it is not case of intent or gross negligence, liability in accordance with the German Product Liability Act or liability on the basis of injury to the life, limb or health.

J Final provisions

1. Insofar as SOLARWATT provides these warranty conditions in multiple languages and there is a discrepancy in regard to the contents of the warranty conditions within the various language versions, the German version of the warranty conditions is binding.
2. 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.
3. If any individual provisions of these warranty conditions are or become invalid, the validity of the remaining provisions remains unaffected.

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