

Manufacturer's warranty provisions of the company Soluxtec GmbH, Werner-von-Siemens-Straße 25, 54634 Bitburg for the photovoltaic modules of the series SOLUXTEC-Das MODUL | Powerslate

I. Scope of application

The warranty for SOLUXTEC GMBH's **SOLUXTEC-Das MODUL | Powerslate** photovoltaic modules according to these provisions (hereafter "warranty provisions") of the SOLUXTEC GMBH, applies besides the possible statutory warranty rights of the customer. The rights of the customers are not affected and remain independently from the occurrence of a warranty claim, according to these warranty provisions and / or if the customer claims his warranty.

1. The warranty provisions apply for the products of SOLUXTEC GMBH (hereafter respectively referred to as "photovoltaic modules" or as "photovoltaic module").

The warranty according to these warranty provisions applies for photovoltaic modules, which the end customer acquires from SOLUXTEC GMBH in continental Europe. It is possible to contractually agree with the manufacturer on a specific country application within continental Europe in terms of these warranty provisions.

2. Product warranty

In terms of these warranty provisions, SOLUXTEC GMBH provides a manufacturer's warranty exclusively to end customers, which have acquired the photovoltaic modules from a SOLUXTEC GMBH dealer for their own use and not for the purpose of reselling or for another commercialisation ("Customer"). SOLUXTEC GMBH provides a warranty to customers according to these provisions for a period of twenty (20) years from the dispatch date from the SOLUXTEC GMBH factory ("Warranty period") that the photovoltaic modules delivered do not contain any material or processing defects, which have an impact on the functionality of the photovoltaic module.

SOLUXTEC GMBH undertakes to inform the customer in the appropriate form upon his request, about the dispatch date from the factory of the photovoltaic module acquired, at any time.

3. Performance warranty

SOLUXTEC GMBH warrants to the customer according to these warranty provisions, that

- the power output of the photovoltaic modules decreases to a maximum of 97% of the nominal capacity specified SOLUXTEC GMBH in the first (1) year from the dispatch date from the SOLUXTEC GMBH factory, less a tolerance range of 5% under standard test conditions. Irradiance of 1,000 W/m², spectral distribution AM 1.5, temperature 25 ± 2 °C. hereafter „STC“);
- the power output of the photovoltaic modules decreases to a maximum of respectively 0.7% per year of the nominal capacity specified by SOLUXTEC GMBH until the end of the twenty-fourth (24) year from the dispatch date from the SOLUXTEC GMBH factory, less a tolerance range of 5% under STC.

- the warranted power output of the photovoltaic modules in the twenty-fifth year (25th) year from the dispatch date from the SOLUXTEC GMBH factory is at least 80.2% of the nominal capacity specified SOLUXTEC GMBH, less a tolerance range of 5% under STC.

SOLUXTEC GMBH certifies to the customer in the appropriate form upon his request, the dispatch date from the factory of the photovoltaic module acquired, at any time in the appropriate form

4. Performance warranty of SOLUXTEC GMBH

If during the respective warranty, one of the above-mentioned warranty claims occurs, SOLUXTEC GMBH will, according to its choice:

- repair the photovoltaic module on-site at the customer's premises,
- repair the photovoltaic module at SOLUXTEC GMBH's premises or at that of a third party,
- deliver an additional photovoltaic module to the customer or
- exchange the photovoltaic module with a replacement module.

Upon receipt of a replacement module by the customer, the property of the original photovoltaic module is transferred to SOLUXTEC GMBH. For replacement modules delivered, only the remaining warranty of the reclaimed photovoltaic module shall apply. If the original module delivered is not manufactured (in series) by SOLUXTEC GMBH anymore, an equivalent additional photovoltaic module or replacement module will be delivered.

5. In case SOLUXTEC GMBH repairs or has a third party repair the photovoltaic module in case of a warranty claim of SOLUXTEC GMBH, or delivers an equivalent replacement module, the reclaimed photovoltaic module will be picked up at the customer's premises by a company mandated by SOLUXTEC GMBH.

6. The warranty of SOLUXTEC GMBH regarding these warranty provisions also include transport costs for the re-sending of a photovoltaic module and for the delivery of additional photovoltaic modules or replacement modules. For the upgrading of the original photovoltaic module and the installation of the additional photovoltaic module or the replacement module, SOLUXTEC GMBH reimburses a lump sum of €150.00 per installation (photovoltaic plant with a connection to the network) and in case of a warranty claim, plus €25.00 for each product concerned, the customer carries further costs for the upgrading of photovoltaic modules and for the installation of an additional photovoltaic module or a replacement module himself. Measuring costs and costs to obtain an expert assessment (e.g. in case there is no warranty claim according to SOLUXTEC GMBH or if the customer himself cannot undertake the necessary measures/tests himself) shall be determined separately in writing with SOLUXTEC GMBH before the execution with regard to the carrying of costs.

To the extent that no warranty claim exists, SOLUXTEC GMBH reserves itself the right to invoice to the customer the costs incurred for the services provided.

If SOLUXTEC GMBH's warranty fails, SOLUXTEC GMBH retains the right to perform the same or another form of warranty again, insofar as this is reasonable for the customer.

II. Warranty exclusions

1. The warranty does not extend to photovoltaic modules, which are impaired, damaged, or destroyed, because they

- a) were not appropriately and correctly placed or transported by the customer or a third party,
- b) were not installed or uninstalled, or reinstalled according to SOLUXTEC GMBH's assembly instruction as well as the known techniques rules,
- c) were used against their intended purpose and especially against the operating notes in the assembly instructions,
- d) were not maintained appropriately and correctly according to the maintenance notes in the assembly instruction,
- e) were modified improperly by the customer or a third party or other improper interventions occurred, or
- f) were exposed to an event of force majeure (in particular vandalism, lightning strike, fire, forces of nature, and catastrophes).
- g) due to influences such as impurities on the front glass or due to unusual environmental or weather influences such as smoke, salty air near the coast or other such influences
- h) through the use of mobile units such as vehicles, ships, etc., to the extent that this use is not expressly authorised
- i) extreme influences due to people or animals (e.g. marten bites))

2. Minimal or optical changes, in particular the bleaching or a mere discoloring of the cells of the photovoltaic modules are not warranty claims in terms of the product warranty. The performance warranty remains unaffected in this respect.

3. The warranties disappear if the customer manipulates the series number or the type plate of the photovoltaic module, which means it is substantially changed or removed.

III. Transferability of the warranties

The warranties are attached to the module and are included within the scope of the remaining warranty time, from the respective customer to the new owner of the photovoltaic module, e.g. in case of a subsequent disposal. The respective new owner is considered as a customer in terms of these warranty provisions. The warranty on the photovoltaic modules expires for the original owner from the moment of the transfer to the new owner.

IV. Submission of warranty claims

1. The warranty can only be claimed against SOLUXTEC GMBH in writing and by presenting a copy of the original proof of delivery or the original invoice from a SOLUXTEC GMBH dealer. Further documents (e.g. photos, notes) shall be provided upon SOLUXTEC GMBH's request.

2. The presentation of a warranty claim due to glass breakage without outside intervention or due to a reduced output of a photovoltaic module must be determined by an assessment from SOLUXTEC GMBH, a third party mandated by SOLUXTEC GMBH or by an independent testing institute, which is authorised to certify modules according to IEC 61215.

3. If an obvious warranty claim occurs (that is a warranty claim, which is so easily recognisable that it appears to the customer without any substantial effort and without an expert investigation), the end customer shall notify the warranty claim to SOLUXTEC GMBH immediately, however at the latest within a cut-off period of four (4) weeks after the discovery..

Obvious transport damages shall be notified in writing to SOLUXTEC GmbH immediately after their detection.

V. Limitation of liability

1. SOLUXTEC GMBH is not liable for damages or expenses from or in connection with these warranty provisions or the performing of the warranty services, on whatever legal basis. In particular, there is no liability for damages caused by a photovoltaic module to other rightful assets of the customer as well as for lost profit and revenue, for a loss of use and production, and damages following a business interruption, a loss of data, financial costs as well as all subsequent damages and indirect damages. This also applies to such damages or expenses caused by a third party.

2. The above limitations of liability do not apply for a liability of SOLUXTEC GMBH according to the law on product liability on account of intent or gross negligence or on account of an injury to life, body, or health. They also do not apply for the violation of a substantial contractual obligation. Substantial contractual obligations are obligations, whose fulfilment allow the regular performance of the contract in the first place, and on the fulfilment of which the customer regularly relies and may rely. The liability on account of a violation of substantial contractual obligations is however limited to damages that are typical and foreseeable, save for the case of intent or gross negligence, liability in terms of the law on product liability, or on account of an injury to life, body, or health.

VI. Final provisions

These warranty provisions are governed by German law excluding the provision of conflicts of laws and of the United Nations Convention on Contracts for the International Sale of Goods (UN sales law).

If individual provisions of these warranty provisions are or were to become invalid, this does not affect the validity of the remaining provisions.

Status of the provisions: 16/01/2017