

**Warranty Provisions
of the manufacturer, SoLuxTec GmbH, Werner-
von-Siemens-Strasse 25, 54634 Bitburg,
Germany,
for series SOLUXTEC-Das MODUL | Powerslate
photovoltaic modules**

I. Scope of Application

The warranty for **SOLUXTEC GMBH's SOLUXTEC-Das MODUL | Powerslate** photovoltaic modules according to these provisions (hereafter referred to as "warranty provisions") of SOLUXTEC GMBH, applies alongside any possible statutory warranty rights of the end customer. The rights of the customers are not affected and remain independent of a warranty claim, according to these warranty provisions and / or if the customer claims their warranty.

1. These warranty provisions apply to products from SOLUXTEC GMBH (hereinafter called "photovoltaic modules" or "photovoltaic module").

The warranty according to these warranty provisions applies for photovoltaic modules, which the end customer acquires from SOLUXTEC GMBH in continental Europe. Specific country coverage beyond continental Europe can be contractually agreed with the manufacturer on the basis of these warranty conditions.

2. **Product warranty**

In terms of these warranty provisions, SOLUXTEC GMBH provides a manufacturer's warranty exclusively to end customers who have purchased photovoltaic modules from a SOLUXTEC GMBH dealer for their own use and not for the purpose of reselling or for other **remarketing purposes**.

SOLUXTEC GMBH provides a warranty to customers according to these provisions valid for a period of **twenty (20) years** from the dispatch date from the SOLUXTEC GMBH factory ("Warranty period") that the delivered photovoltaic modules 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 end customer, in an appropriate manner and at any time upon their request of the date on which the purchased photovoltaic module(s) were dispatched from the factory.

3. **Performance Warranty**

SOLUXTEC GMBH warrants to the customer, according to these

Warranty Provisions that

- in the first year from the date of dispatch from the factory of SOLUXTEC GMBH the power output of the photovoltaic modules shall decrease to a maximum of 97% of the rated capacity stated on the SoluxTEC GMBH's photovoltaic module, minus a tolerance range of 5% under the standard test conditions, radiation strength 1.000 W/m², spectral distribution, AM 1.5, temperature 25±2° C, hereinafter "STC");

- from the beginning of the second year till the end of the twenty-fourth (24th) year the power output of the photovoltaic modules shall decrease annually to a maximum of respectively 0.7% of the rated 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.

- in the twenty-fifth (25th) year from the date of dispatch from the factory of SOLUXTEC GMBH, the guaranteed power output of the photovoltaic modules will remain at the level of at least 80.2% of the rated power stated on the photovoltaic module, minus a tolerance range of 5%, under the STC conditions

4. **Performance Guarantee from SOLUXTEC GMBH**

If, during the respective warranty period, one of the above-mentioned warranty claims occurs, SOLUXTEC GMBH will - at its discretion -

- repair the photovoltaic module on-site at the customer's premises,
- repair the photovoltaic module at the appropriate place of business or a branch of the SOLUXTEC GMBH or a third party selected by SOLUXTEC
- 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, ownership of the original photovoltaic module is transferred to SOLUXTEC GMBH. For the replacement modules delivered, only the remaining warranty period applicable to the returned photovoltaic module shall apply. If the original module delivered is no longer manufactured (in series) by SOLUXTEC GMBH, an equivalent additional photovoltaic module or replacement module will be delivered.

5. If SOLUXTEC GMBH repairs the photovoltaic module itself or with the assistance of a third party in the case of a warranty claim at SOLUXTEC GMBH, or delivers an equivalent replacement module, the claimed photovoltaic module will be picked up at the customer's premises by a company entrusted by SOLUXTEC GMBH.

6. The warranty from SOLUXTEC GMBH pursuant to these warranty provisions shall also include transportation costs for sending back the photovoltaic module and for the delivery of the additional photovoltaic modules or replacement modules. SOLUXTEC GMBH shall reimburse a lump sum of €150.00 per plant (photovoltaic plant with a connection to the network) and per warranty case, plus €25.00 for each affected product for the upgrading of the original photovoltaic module and installation of the additional photovoltaic module or the replacement module. Any additional costs incurred for the photovoltaic module extension and the installation of an additional photovoltaic module or a replacement module shall be borne by the end customer. Measuring costs and costs to obtain an expert assessment (e.g. in the cases which are not warranty claims according to SOLUXTEC GMBH and the customer cannot undertake the necessary measures/tests himself) shall be separately determined in writing and discussed in advance with SOLUXTEC GMBH prior to carrying out the respective measuring and assessment.

If no warranty case exists in accordance with the present provisions, SOLUXTEC GMBH reserves the right to invoice the costs incurred for the services provided to the end customer.

If SOLUXTEC GMBH's warranty fails, SOLUXTEC GMBH shall be entitled to perform the warranty service a second and third time in the same or another manner, insofar as

this is reasonable for the end customer.

II. Warranty exclusions

1. The warranty does not apply to photovoltaic modules that are adversely affected, damaged, or destroyed, as a result of one of the following cases:

- a) improper and non-professional transportation or storage by the end customer or third parties,
- b) installation, de-installation or re-installation not in accordance with the Assembly Instructions provided by SOLUXTEC GMBH, or not according to professional engineering practice,
- c) usage not in accordance with their intended purpose and, in particular, usage in violation of the operating directions provided in the Assembly Instructions,
- d) improper or non-professional maintenance, especially when in violation of the operating directions provided in the Assembly Instructions,
- e) improper modification by the end customer or a third party or other improper interventions, or
- f) exposure to acts of force majeure (in particular vandalism, lightning strike, fire, forces of nature, and catastrophes).
- g) 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) use on mobile units such as vehicles, ships, etc., if such use was not expressly authorised at the time of purchase
- i) extreme influences caused by people or animals (e.g. marten bites)

2. Minimal or visual changes, in particular, bleaching or mere discolouration of the photovoltaic module cells do not entitle the end customer to warranty claims in accordance with the terms of this Product Warranty. In this respect, the performance warranty remains unaffected.

3. The warranties expires if the customer manipulates the series number or the name plate of the photovoltaic module, this includes cases where the series number has been substantially changed or removed.

III. Transferability of the Warranties

The warranties apply to a certain module and will be transferred from the respective customer to the new owner of the photovoltaic module within the scope of the remaining warranty time, e.g. in case of resale. The respective new owner will then be considered as a customer in accordance with these Warranty Provisions. The warranty on the photovoltaic modules expires for the original owner from the moment of their transfer to the new owner.

IV. Submission of warranty claims

1. Warranty claims against SOLUXTEC GMBH can only be asserted in the form of a written text and by presenting a copy of the original delivery document or the original invoice from a SOLUXTEC GMBH dealer

Further documents (e.g. photos, notes) shall be provided by the end customer 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 in accordance with IEC 61215. The appointment of an independent audit organisation shall only take place in the event of a

dispute; the evaluation costs shall be borne by the party which finally loses the dispute.

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 following its discovery.

Obvious transport damages shall be notified in writing to SOLUXTEC GmbH immediately (5 days at the latest) following 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 the customer's other rightful assets as well as for lost profit and revenue, for a loss of use and production, and damages following a business interruption, loss of data, financial costs as well as all subsequent damages and indirect damages. This also applies to damages or expenses of this kind caused by a third party.

2. The above limitations of liability shall not apply in the event of SOLUXTEC GMBH's liability under the Product Liability Act, for intent or gross negligence or for damages to life, the body or health. They also do not apply for any violation(s) of a substantial contractual obligation. Essential contractual obligations are such obligations, the fulfilment of which enables the proper execution of the contract at all and on whose compliance the customer regularly trusts and can trust. However, liability for the violation of essential contractual obligations shall be limited to compensation for typical and foreseeable damages, unless caused by intent or gross negligence, liability under the Product Liability Act or due to damages to life, the body or health.

VI. Final Provisions

These warranty conditions are subject to German law, excluding conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (UN CISG).

This warranty does not affect mandatory legal regulations applicable in the country of the end customer's regular stay and may not be imposed by these General Terms and Conditions.

Should individual provisions of these warranty provisions be or become invalid, this the validity of the remaining provisions shall remain unaffected.

Status of the provisions: 15/08/2020