



Creating a Powerful Future

Limited Warranty

of Solar Fabrik GmbH, Laufach, for
glass-glass solar modules.

Solar Fabrik GmbH, as the manufacturer of solar modules, provides a limited warranty for all glass-glass modules subject to the following warranty conditions. These warranty conditions therefore do not apply to glass-backsheet modules or project modules.

1 Performance Warranty

Solar Fabrik GmbH warrants to the claimant within the meaning of Clause 4.1 the performance of the solar modules it manufactures, subject to the following provisions:

1.1 Twenty-year warranty period

Solar Fabrik GmbH warrants that the solar modules it supplies will deliver at least 91% of the minimum power output (= rated power according to the data sheet less the power sorting tolerances according to the data sheet) for a period of twenty (20) years, starting upon delivery by Solar Fabrik GmbH to the first purchaser:

During the	Minimum power output
first (1st) year after delivery	99.00%
second (2nd) year after delivery	98.60%
third (3rd) year after delivery	98.20%
fourth (4th) year after delivery	97.80%
fifth (5th) year after delivery	97.40%
sixth (6th) year after delivery	97.00%
seventh (7th) year after delivery	96.60%
eighth (8th) year after delivery	96.20%
ninth (9th) year after delivery	95.80%
tenth (10th) year after delivery	95.40%
eleventh (11th) year after delivery	95.00%
twelfth (12th) year after delivery	94.60%
thirteenth (13th) year after delivery	94.20%
fourteenth (14th) year after delivery	93.80%
fifteenth (15th) year after delivery	93.40%
sixteenth (16th) year after delivery	93.00%
seventeenth (17th) year after delivery	92.60%
eighteenth (18th) year after delivery	92.20%
nineteenth (19th) year after delivery	91.80%
twentieth (20th) year after delivery	91.40%

1.2 Thirty-year warranty period

Solar Fabrik GmbH further warrants that the solar modules it supplies will deliver at least 87.40% of the minimum power output for a period of thirty (30) years, starting upon delivery by Solar Fabrik GmbH to the first purchaser.

During the	Minimum power output
twenty-first (21st) year after delivery	91.00%
twenty-second (22nd) year after delivery	90.60%
twenty-third (23rd) year after delivery	90.20%
twenty-fourth (24th) year after delivery	89.80%
twenty-fifth (25th) year after delivery	89.40%
twenty-sixth (26th) year after delivery	89.00%
twenty-seventh (27th) year after delivery	88.60%
twenty-eighth (28th) year after delivery	88.20%
twenty-ninth (29th) year after delivery	87.80%
thirtieth (30th) year after delivery	87.40%

1.3 Basis of the performance warranty

This performance warranty is based on the minimum power output of the solar modules measured under the standard test conditions defined in IEC 61215, at 1000 watts/m², a spectrum of AM 1.5 (= Air Mass), and a cell temperature of 25°C. Measurements are taken at the connectors or junction box terminals in accordance with IEC 61215. All measurements of actual power output must take account of the effect of measurement uncertainty in accordance with IEC 61215.

2 Product Warranty

2.1 Commencement of the warranty period

Solar Fabrik provides the warranty from delivery by Solar Fabrik GmbH to the first purchaser, but no later than six months after the module production date.

2.2 Duration of the warranty

Solar Fabrik GmbH warrants to the claimant within the meaning of Clause 4.1 that the solar modules it manufactures will be free from defects in materials and workmanship that substantially impair their function for a period of thirty (30) years. Examples of conditions that do not constitute a defect impairing function include normal wear and tear, any changes in appearance, and any changes to the laminate or film composite, provided that the solar module can be operated safely, etc. In particular, this product warranty does not warrant any specific

level of performance; the performance of the modules is warranted only, separately and exhaustively, under the terms of the performance warranty in Clause 1.

2.3 Warranty exclusions

The warranty does not apply to modules exposed to, or subject to, any of the following:

- (1) Improper handling, misuse, neglect, accident or wear caused by the installation environment;
- (2) Failure to comply with national and local laws and regulations;
- (3) Failure to comply with the installation instructions of Solar Fabrik GmbH;
- (4) Defects caused by the customer or third parties, in particular through incorrect installation or commissioning, combination with unsuitable components, or improper operation or use;
- (5) Repairs or modifications not carried out or approved by Solar Fabrik GmbH, unless it is confirmed that the claim is unrelated to the repairs or modifications;
- (6) Deteriorated modules or modules not covered by the warranty;
- (7) The nameplate or serial number of the affected module has been tampered with, erased, removed or rendered illegible;
- (8) The module has been used in a manner that infringes the intellectual property rights of Solar Fabrik GmbH or a third party (e.g. patents or trademarks);
- (9) Defects indicative of force majeure, in particular lightning strikes, overvoltage, flooding, soot, acid rain, industrial chemicals, fire, pests, breakage or other events beyond the control of Solar Fabrik;
- (10) Discolouration caused by mould or similar external influences;
- (11) Any deterioration in the appearance of the module (e.g. scratches, stains, mechanical wear, rust or mould) or other changes to the module occurring after delivery to the recipient do not constitute a defect under the product warranty. A claim for glass breakage arises only to the extent that there was no external cause of the breakage. Normal wear and tear, i.e. wear caused by normal use of the module, does not constitute a warranty event under product liability. The same applies in the event of discolouration of the module;
- (12) Any subsequent sale from the country in which Solar Fabrik was first marketed to another country without the prior consent of Solar Fabrik; however, this does not apply to sales between members of the European Union ("EU"), where the sale of modules from one EU Member State to another does not require the prior consent of Solar Fabrik. Such consent by Solar Fabrik is valid only if given in writing and signed by a duly authorised representative of Solar Fabrik;
- (13) The warranty does not cover electronics (e.g. micro-inverters, optimisers and their accessories) of brands other than Solar Fabrik; in such cases, please contact the electronics manufacturer for warranties relating to that equipment;

- (14) The warranty does not apply to modules for which Solar Fabrik has not yet received full and final payment;
- (15) Modules installed on mobile platforms (except single-axis or dual-axis tracking systems) or in an immediate marine environment;
- (16) Direct contact with corrosive substances or salt water, damage caused by pests, or malfunctions of components of the PV system;
- (17) The construction or design of the photovoltaic power plant in which the modules are installed does not correspond to the intended module application (certification) or does not meet the applicable requirements (e.g. IEC 2548:2016, IEC TS 62738:2018) and generally recognised technical rules for safe and hazard-free operation;
- (18) Damage caused by an accident at the photovoltaic power plant in which the modules are installed due to an external factor. External factors include, but are not limited to, voltage fluctuations, power surges, overcurrent, power failure, defective electrical or mechanical work, untrained personnel or other power supply faults (regardless of whether such faults were caused by an act or omission of the customer);
- (19) Modules installed on unsuitable buildings;
- (20) The customer is unable to provide proof of purchase, product information and other information or materials demonstrating the validity of the claim;
- (21) Modules negligently handled during transport, handling, storage or use; and
- (22) Use in extreme environmental conditions or rapid changes in such environments that cause corrosion, oxidation or impairment by chemical products.
- (23) The following deviations in module dimensions and performance are subject to tolerance limits, are therefore deemed to be "as agreed", and do not give rise to any entitlement to warranty remedies.

Length measurement tolerances in mm:

- < 50 = +/-2
- 50 - 400 = +/-3
- 400 - 1000 = +/-4
- 1000 - 2000 = +/-6

Measurement tolerance of power Pmax under STC in % = +/-3

3 Warranty Remedies

3.1

If the solar modules supplied by Solar Fabrik GmbH fall below the respective guaranteed minimum power outputs stated in Clauses 1.1 and 1.2 within the warranty periods specified therein, or if a defect in materials and/or workmanship covered by Clause 2.2 occurs

during the warranty period specified therein, Solar Fabrik GmbH will, at its option, provide one of the following alternative warranty remedies:

- a) Repair or refund of the purchase price of the affected modules; or
- b) Provision of additional solar modules for collection from Solar Fabrik GmbH to compensate for the shortfall in power output under the performance warranty in Clause 1; or
- c) Compensation for the power difference (difference in watts) between the actual power output and the guaranteed power output stated in Clause 1, based on the market price (per watt) at the time Solar Fabrik receives the warranty claim; or
- d) Replacement of the defective module or part thereof with a new module for collection from Solar Fabrik. Solar Fabrik is entitled to supply a different type (of a different size, colour, shape and/or power rating, but with an equal or higher performance level) if Solar Fabrik has discontinued production of the replaced modules at the time of the claim
- e) Payment of a percentage of the current value of the solar modules under the performance warranty in Clause 1 (e.g. if the actual power output is 70% of the minimum power output stated in the data sheet, 20% of the current value of the affected modules that fail to deliver the guaranteed minimum power output would be paid in the case of Clause 1.1; the current value is calculated from the purchase price or the lower market value at the time the warranty remedy is provided, in each case less depreciation); or, under the product warranty in Clause 2.2, payment of the full current value of the solar modules if their function is completely prevented, or payment of a proportion of their current value if their function is partially and substantially impaired.

3.2

In particular, the warranty also excludes the costs of dismantling solar modules, transport costs for returning solar modules, costs of delivering and installing repaired or replaced solar modules, and claims for damages for loss of performance or consequential damage. All costs and expenses for dismantling, removal, testing, packaging, installation or reinstallation of the modules shall be borne by the customer.

3.3

All replaced modules become the property of Solar Fabrik for disposal. Unless Solar Fabrik gives other instructions, the customer shall dispose of the modules at its own expense in accordance with all locally applicable regulations governing the treatment and disposal of electronic waste. Replaced modules may not be sold, refurbished or reused in any way unless expressly authorised by Solar Fabrik.

3.4

The warranty periods specified in Clauses 1.1, 1.2 and 2.2 are neither extended nor restarted by the provision of additional or replacement modules, by repairs, or by reimbursement of a proportion of the current value of the affected modules.

3.5

This warranty is a voluntary undertaking by Solar Fabrik. To the extent permitted by law, claims beyond the warranty remedies specified in this section, in particular claims arising from direct or indirect damage, are excluded.

4 Making Claims

4.1

The first purchaser may claim the warranty remedies specified in Clause 3.1 a) - b) in addition to any contractual claims for defects it has against Solar Fabrik GmbH under the purchase agreement. Furthermore, any intermediaries or the end customer who have no contractual claims for defects under the purchase agreement may claim these warranty remedies at any time in place of the first purchaser. The person claiming warranty remedies is referred to as the "claimant".

Claims must be made within the applicable warranty period, but no later than thirty (30) calendar days after discovery of non-compliance with the warranty. The claim must be submitted in writing to Solar Fabrik GmbH at Hermann-Niggemann-Str. 7-9, 63846 Laufach, Germany (Tel.: +49 6093 20770-0; email: logistics@solar-fabrik.de). The claim must contain at least the following information: (a) the claimant; (b) a detailed description of the claim; (c) evidence supporting the claim, including photographs, data or test reports; (d) proof of purchase of the modules subject to the claim showing that the party making the claim is the beneficiary of the warranty; (e) the relevant serial numbers of the modules subject to the claim; (f) the commencement of the warranty period; (g) the module type; (h) the physical address of the modules; and (i) any other information reasonably requested by Solar Fabrik.

4.2

Furthermore, an entitlement to claim warranty remedies exists only if Solar Fabrik GmbH has received a completed complaint form from the claimant. It is also a requirement that the claimant be named as the recipient on the original delivery note or original invoice documenting delivery of the solar modules (by Solar Fabrik GmbH or an intermediary) to the claimant.

4.3

Solar modules alleged to be defective that are delivered without a written request from Solar Fabrik GmbH will not be accepted.

4.4

Where there are reasonable doubts concerning the power output of the solar modules under Clause 1, the following procedure shall generally be followed:

4.4.1

In the event of a dispute regarding a warranty claim, a first-class international testing institute such as TÜV Rheinland in Europe/China, TÜV SÜD in Europe/China, PI in Berlin/China, TÜV NORD Europe/China, as well as an independent third-party testing institute accredited to ISO IEC 17025, selected by Solar Fabrik and approved by the customer (such approval must not be unreasonably withheld or delayed), shall be commissioned to verify the claim (initial measurement). The decision of such an institute as to whether there is non-compliance with the warranty is final and exclusive. If such an institute cannot confirm non-compliance with the warranty, all resulting fees and costs shall be borne by the customer.

As a mandatory first step, the customer must commission and pay for the testing itself.

As specified by Solar Fabrik, only the reference module of the NIM Institute may be used for power measurement during testing.

4.4.2

If Solar Fabrik GmbH has reasonable doubts as to the accuracy of the initial measurement, it may test the modules concerned itself at its own expense or have them tested by an independent institute (second measurement).

Like the initial measurement, the second measurement shall be carried out exclusively using the reference module of the NIM Institute.

For the purpose of the second measurement, Solar Fabrik GmbH is expressly permitted to dismantle the modules and temporarily move them to another location. If its examination finds that a module is defective or does not meet the guaranteed power output, Solar Fabrik GmbH shall proceed in accordance with Clause 3.1 of these warranty conditions. Solar Fabrik GmbH shall also bear the costs of the initial measurement and any dismantling and reinstallation carried out for the purpose of the second measurement.

4.4.3

If the second measurement by Solar Fabrik GmbH or institutes commissioned by it shows that there is no relevant reduction in power output under Clauses 1.1 and 1.2, it shall notify the claimant in writing, setting out the results. The result of the second measurement constitutes the final assessment.

4.4.4

Any claims that the claimant has against Solar Fabrik GmbH on other legal grounds remain unaffected.

5 Limitation of Liability



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Notwithstanding any warranties to the contrary, and unless expressly stipulated herein by contract, this warranty expressly replaces all other express or implied warranties, in particular warranties of merchantability and fitness for a particular purpose, use or application.

To the extent permitted by applicable law, Solar Fabrik assumes no responsibility or liability for damage or injury to persons or property, or for any other loss or injury arising from or related to the modules for any reason, in particular defects in the modules or their use or installation, or for incidental, consequential or special damages, however caused.

To the extent permitted by applicable law, the liability of Solar Fabrik to the customer or any other party for loss, damage or injury of any kind arising from or in connection with a module failing to comply with this warranty is limited to the purchase price paid by the customer for the module.

The customer acknowledges that the foregoing limitations of liability are an essential part of the respective module purchase agreement between Solar Fabrik and the customer, and that the purchase price of the modules would be substantially higher without these limitations.

The limitation or exclusion of liability may not apply to the customer if the modules sold by Solar Fabrik to that customer are subject to a jurisdiction that restricts or does not permit such limitation or exclusion of liability.

The customer may have specific statutory rights in addition to this warranty, and may also have other rights that vary from state to state or country to country. The warranties do not affect the additional rights available to the customer under the mandatory laws on the sale of consumer goods of the country in which the customer resides.

Notwithstanding the foregoing, the following statement applies to customers who fall within the definition of "consumer" under the Australian Consumer Law: "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

6 Severability

If any part, provision or clause of the warranty, or its application to any person or circumstance, is found to be invalid, void or unenforceable, all other parts, provisions, clauses or applications of this "Limited Warranty" shall remain unaffected; for this purpose, such other parts, provisions, clauses or applications of this "Limited Warranty" shall be treated as independent of the others.





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7 Transferability of the Warranty

Subject to written notice to Solar Fabrik, the warranty may be transferred in its entirety (not in part), provided that the modules remain installed at their original installation location.

At the request of Solar Fabrik, the customer must provide reasonable evidence of its ownership of the modules within 15 days of receiving such a request.

8 Applicable Law and Dispute Resolution

The validity of this limited warranty, the structure of the warranty conditions, and the interpretation and enforcement of the rights and obligations of the purchaser and Solar Fabrik are governed by German law, excluding conflict-of-law provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

The ordinary court at the original installation location of the product(s) shall have jurisdiction over all disputes concerning or in connection with this limited warranty.

9 Contact

The contact for all questions and claims under this warranty agreement is:

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