

## SPECIAL TERMS AND CONDITIONS ON WARRANTIES AND GUARANTEES

# SOLARNOVA STANDARD PHOTOVOLTAIC MODULES

solarnova grants a product and performance warranty, hereby extending the two-year statutory warranty for product defects.



The "General Terms and Conditions on Deliveries of Products and Services in the Electronics Industry" shall apply in its respectively current version.

## A. WARRANTIES

### 1. PRODUCT WARRANTY

For a period of ten (10) years from the date of shipment, solarnova guarantees that the modules it manufactures and supplies will be free and clear of any defects in materials and workmanship that would affect the functionality of the product. The product warranty is valid for the following components: frames, glass, cells, module cable including plug connector, junction box and foils.

The appearance of the product as well as any scratches, stains, mechanical wear, rust, mold, other optical impairments, discolorations and other changes, which occurred after delivery by solarnova, do not represent defects, unless such changes in appearance result in an impairment of the functional capability of the product.

The glass used for the modules is a very high quality product, for which glass breakage is generally caused by external factors only. Thus, a claim may be asserted, only if and to the extent that it can be shown that no external factors in fact existed.

### 2. PERFORMANCE GUARANTEE

Subject to the conditions of this Special Terms and Conditions on Warranties and Guarantees for solarnova standard modules, solarnova guarantees a module output of at least 90 % for a period of ten (10) years and of at least 80 % for a period of twenty five (25) years from the date of shipment, as specified by the rated output in the applicable data sheet within the related measurement tolerance.

## B. GUARANTEE CONDITIONS

The solarnova Product and Performance Guarantees apply only to modules which carry a legible solarnova identification label on the back. Guarantee eligibility applies to

to the owner at the time of the occurrence of a guarantee case. The defective module must be part of the solar plant in which it was initially integrated. These Terms and Conditions on Warranties and Guarantees do not apply

to modules that were dismantled or remounted, other than for purposes of repair, or were used in any way other than that intended.

The solarnova warranties and guarantees are effective within the European Union. Guarantee claims may be asserted only within the respectively applicable warranty period.

These guarantees apply only in the case of normal and proper application, installation, use and maintenance of the modules and only under usual operating conditions. In particular, compliance with the Technical Information on the Installation and Operation of solarnova modules in the version current at the time of installation must be observed. Only persons authorized by us may effect rectification of defects, repairs, or changes to the module.

The warranty or guarantee is precluded if the impairment was caused by:

- ★ failure to observe the assembly, operational and maintenance instructions or information,
- ★ external influences such as direct contact with seawater, smoke, salt, chemical substances or contaminants,
- ★ vandalism, destruction by external influences
- ★ and/or persons or animals,
- ★ use of products on mobile (non-fixed) units such as vehicles or ships,
- ★ improper use or any other purposes which do not comply with locally applicable technical or safety regulations,
- ★ any force majeure or natural disasters, such as earthquake, volcanic eruption, floods, lightning strikes or other extreme weather conditions such as tornadoes, hail storms or snowfalls exceeding those normally expected in the locality,
- ★ excessive shock or acts of third persons and other events and accidents outside of the normal use of the modules and over which solarnova has no control.

solarnova is obligated to fulfill its performance guarantee obligations only in case the examination of the module output has shown that the output losses of the module is based on a degradation/output loss of the glass, cells or embedding foil and solarnova is able to examine the module output with its own measurement devices under the following standardized condition (1 000 W/m<sup>2</sup> irradiance at module level, spectrum AM 1,5 and 25 °C cell temperature on a system calibrated by solarnova.

### C. INDEMNIFICATION

Upon presentation of the original invoice, the delivery date and serial number, solarnova will, after binding establishment of a guarantee case, make compensation by any of the following options:

- ★ exchange of the defective module with another module of identical or similar performance,
- ★ repair of the defective module,
- ★ providing an additional module or taking technical measures to restore the guaranteed minimum output or
- ★ reimbursement of the replacement costs for a similar or identical module, reduced by an annual linear depreciation, taking into account a lifespan of ten (25) years.

The choice of indemnification option is within the discretion of solarnova. Exchange or additional delivery of modules does not result in an extension of the period covered by the product and performance warranty.

Upon delivery of a replacement, the exchanged module becomes the property of solarnova. If a module is exchanged or replaced, the costs of removal and installation, as well as the costs of shipping, will not be assumed by solarnova. solarnova reserves the right to reject any modules returned without prior written approval by solarnova.

### D. EXCLUSION OF LIABILITY

The services mentioned in these Terms and Conditions on Warranties and Guarantees - solarnova Standard Photovoltaic Modules" exclusively represent a voluntary special service by solarnova; this does not provide an independent guarantee promise by solarnova. Against this background and the gratuitous granting of these warranties and guarantees, if there is a restriction of the operational capability or a shortfall in actual output below the effective minimum output, solarnova is obligated only to provide the services referred to in item C.

This warranty provides no legal basis for any additional claims against solarnova, including without limitation, any claims for lost profits, lost use, or indirect damages, or any claims for indemnity of damages not involving the product. This does not apply to the extent that there is compulsory liability with regard to personal injury or in

cases of intent, gross negligence, and the lack of agreed features and for culpable infringement of important contractual obligations or in accordance with the German Product Liability Act or other legislation.

solarnova's total liability under this guarantee shall, according to the amount, be limited to the purchase price which the customer paid to the Warrantor for the module, as verified by the invoice.

All claims must be asserted in writing against the other contracting party within one (1) month of becoming aware of, but at the latest six (6) months after the occurrence of the warranty case.

These Terms and Conditions on Warranties and Guarantees are exclusively subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and provisions of international private law. The provisions of law of the state in which the consumer maintains his or her usual place of abode and which cannot be departed from by contract, shall remain applicable to consumers who have their usual place of abode outside of the Federal Republic of Germany,

despite the foregoing choice of German law, according to Art. 6(2)(2) of EC Regulation No. 593/2008 of June 17, 2008 on the law applicable to contractual obligations (Rome I).

The Warrantor and Guarantor is solarnova Deutschland GmbH, Am Marienhof 6, 22880 Wedel.

### E. VALIDITY

The certificate applies to all modules purchased from solarnova Deutschland GmbH between 1st February 2014 and the date upon which a new guarantee certificate comes into effect.

**solarnova\***

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