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## Limited Warranty

of the Solar Fabrik GmbH, Laufach concerning the  
**glass-foil** solar power modules.

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

### 1 Performance warranty

Solar Fabrik GmbH warrants the performance of the solar power modules manufactured by it in relation to the claimant within the meaning of subparagraph 4.1 in accordance with the following provisions:

#### 1.1 Ten years warranty period

Solar Fabrik GmbH warrants that the solar power modules it supplies will provide at least 92,50% of the minimum output (= nominal output pursuant to the data sheet minus sorting limits of the output pursuant to the data sheet) for a period of ten (10) years, commencing from the date of delivery by Solar Fabrik GmbH to the first purchaser:

during the	minimum performance
ersten (1.) Jahres ab Lieferung	98,00%
zweiten (2.) Jahres ab Lieferung	97,45%
dritten (3.) Jahres ab Lieferung	96,90%
vierten (4.) Jahres ab Lieferung	96,35%
fünften (5.) Jahres ab Lieferung	95,80%
sechsten (6.) Jahres ab Lieferung	95,25%
siebten (7.) Jahres ab Lieferung	94,70%
achten (8.) Jahres ab Lieferung	94,15%
neunten (9.) Jahres ab Lieferung	93,60%
zehnten (10.) Jahres ab Lieferung	93,05%



### **1.2 Twenty-five years warranty period**

Solar Fabrik GmbH further warrants that the solar power modules supplied by it will provide at least 84.80 % of the minimum output for a period of twenty-five (25) years from the date of delivery by Solar Fabrik GmbH to the first purchaser.

during the	minimum performance
elften (11.) Jahres ab Lieferung	92,50%
zwölften (12.) Jahres ab Lieferung	91,25%
dreizehnten (13.) Jahres ab Lieferung	91,40%
vierzehnten (14.) Jahres ab Lieferung	90,85%
fünfzehnten (15.) Jahres ab Lieferung	90,30%
sechzehnten (16.) Jahres ab Lieferung	89,75%
siebzehnten (17.) Jahres ab Lieferung	89,20%
achtzehnten (18.) Jahres ab Lieferung	88,65%
neunzehnten (19.) Jahres ab Lieferung	88,10%
zwanzigsten (20.) Jahres ab Lieferung	87,55%
einundzwanzigsten (21.) Jahres ab Lieferung	87,00%
zweiundzwanzigsten (22.) Jahres ab Lieferung	86,45%
dreiundzwanzigsten (23.) Jahres ab Lieferung	85,90%
vierundzwanzigsten (24.) Jahres ab Lieferung	85,35%
fünfundzwanzigsten (25.) Jahres ab Lieferung	84,80%

### **1.3 Basis of the performance guarantee**

This performance warranty is based on the standard test conditions defined in accordance with IEC 61215 of 1000 watts/m<sup>2</sup> and a spectrum of AM 1.5 (= Air Mass) measured minimum output of the solar power modules at 25°C cell temperature. The measurements are carried out on the plugs or junction box terminals in accordance with IEC 61215. The influence of test uncertainty in accordance with IEC 61215 must be taken into account for all measurements of the actual output power.

## **2 Product warranty**

### **2.1 Start of the warranty period**

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

### **2.2 Duration of warranty**

Solar Fabrik GmbH warrants in relation to the claimant within the meaning of subparagraph 4.1 that the solar power modules manufactured by it will be available for a period of fifteen



(15) years are free from defects in material and workmanship that significantly impair their function. The following cases, for example, do not constitute a defect affecting the function: normal signs of wear and tear, any optical changes, any changes to the laminate or the film composite, as long as the solar power module can be operated safely, etc. In particular, this product warranty does not warrant a specific performance level, but the performance of the modules is only warranted separately and conclusively in accordance with the conditions of the performance warranty pursuant to subparagraph 1.

### 2.3 Warranty exclusions

The warranty does not apply to modules that have been exposed to or are subject to the following:

- (1) Improper handling, abuse, neglect, accident or wear and tear from the installation environment;
- (2) Failure to comply with national and local laws and regulations;
- (3) Non-compliance with the Solar Fabrik GmbH installation instructions;
- (4) Defects caused by the customer or third parties, in particular due to incorrect installation or commissioning, combination with unsuitable components or improper operation or use;
- (5) Repair work or modifications have not been carried out or authorised by Solar Fabrik GmbH, unless it is confirmed that the complaint is not related to the repair work or modifications;
- (6) Deteriorated modules or modules that are not covered by the warranty;
- (7) The type plate or the serial number of the module concerned has been manipulated, deleted, removed or made illegible;
- (8) The module has been used in such a way that it breaches the intellectual property rights of Solar Fabrik GmbH or a third party (e.g. patents, trademarks);
- (9) Defects that indicate an act of God, in particular lightning, overvoltage, flooding, soot, acid rain, industrial chemicals, fire, pests, breakage or other events over which Solar Fabrik has no control;
- (10) Discolouration due to 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 that occur after delivery to the recipient do not constitute a defect within the meaning of the product warranty. A claim for glass breakage shall only arise to the extent that there was no external cause for the breakage. Normal wear and tear, i.e. wear and tear caused by normal use of the module, does not constitute a warranty case within the scope of product liability. The same applies in the event of discolouration of the module;
- (12) Any subsequent sale from the country where Solar Fabrik was first marketed to another country without the prior consent of Solar Fabrik; however, this shall 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 approval of Solar Fabrik. The aforementioned approval of Solar Fabrik shall only be valid if it is in writing and signed by a duly authorised representative of Solar Fabrik;

- (13) The warranty does not cover electronics (e.g. micro-inverters, optimizers and their accessories) of brands other than Solar Fabrik; in this case, please contact the manufacturer of the electronics for warranties relating to these electronics;
- (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 (with the exception of single or dual axis tracking systems) or in an immediate marine environment;
- (16) In case of direct contact with corrosive substances or salt water, damage caused by pests or malfunction of components of the PV system;
- (17) The design or layout of the photovoltaic power plant system 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 the generally recognised rules of technology for safe and non-hazardous operation;
- (18) Damage caused by an accident in 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 peaks, overcurrent, power failure, faulty electrical or mechanical work, untrained personnel or other faults in the power supply (regardless of whether these 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 proving the validity of the claim;
- (21) modules which have been negligently treated during transport, handling, storage or use; and
- (22) use in extreme environmental conditions or rapidly changing environments leading to corrosion, oxidation or deterioration by chemical products.
- (23) The following deviations with regard to the dimensions and performance of modules are subject to a tolerance limit, are therefore deemed to be 'as agreed' and do not give rise to any warranty claims.

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 services

#### 3.1

If the solar power modules supplied by Solar Fabrik GmbH fall below the warranted minimum performance specified in subparagraphs 1.1 and 1.2 within the warranty periods specified therein or if a defect in material and/or workmanship specified therein occurs during the



warranty period specified in subparagraph 2.2, Solar Fabrik GmbH shall provide the following warranty services at its discretion:

- a) the repair or reimbursement of the purchase price of the affected modules or
- b) the provision of additional solar power modules for collection from Solar Fabrik GmbH to compensate for the underperformance in the case of the performance warranty in accordance with subparagraph 1, or
- c) reimbursement of the power difference (watt difference) between the actual output power and the warranted power specified in subparagraph 1 in accordance with the market price (per watt) at the time of receipt of the warranty claim by Solar Fabrik, or
- d) Replacement of the defective module or part thereof with a new module for collection from Solar Fabrik. Solar Fabrik has the right to deliver a different type (in a different size, colour, shape and/or output, but with the same or higher performance level) if Solar Fabrik has ceased production of the replaced modules at the time of the complaint
- e) the compensation of the percentage of the time value of the solar power modules in the case of the performance guarantee in accordance with subparagraph 1 (e.g. in the case of an actual power yield of 70 % of the minimum power specified in the data sheet, 20 % of the time value of the modules concerned that do not provide the guaranteed minimum power would be compensated in the case of subparagraph 1.1; the time value is calculated from the purchase price or lower market value at the time the guarantee is provided and in each case less depreciation) or, in the case of the product guarantee in accordance with subparagraph 2.2, compensation for the full time value of the solar power modules if their function is completely prevented, or compensation for a proportionate time value of the solar power modules if their function is partially significantly impaired.

### **3.2**

In particular, the warranty does not cover the costs of dismantling solar power modules, the transport costs for returning the solar power modules, costs for the delivery and installation of repaired or replaced solar power modules, claims for damages due to loss of performance or consequential damage. The customer shall bear all costs and expenses for dismantling, removing, testing, packaging, installing or reinstalling the modules.

### **3.3**

All replaced modules become the property of Solar Fabrik for disposal. The customer shall dispose of the modules in accordance with all local regulations regarding the treatment and disposal of electronic waste at its own expense unless Solar Fabrik is given instructions to the contrary. Unless expressly approved by Solar Fabrik, the replaced modules may not be sold, reconditioned or reused in any way.

### **3.4**

The warranty periods stipulated in subparagraphs 1.1, 1.2 and 2.2 shall not be extended or reinstated by the provision of additional or replacement modules, by repair or by reimbursement for the pro rata current value of the modules concerned.



### **3.5**

This warranty is a voluntary service provided by Solar Fabrik. Claims going beyond the warranty services mentioned in this section, in particular due to direct or indirect damage, are excluded to the extent permitted by law.

## **4 Assertion of claims**

### **4.1**

The warranty services referred to in subparagraphs 3.1 a) - b) may be asserted by the original purchaser in addition to the contractual claims for defects to which he is entitled against Solar Fabrik GmbH. Furthermore, instead of the original purchaser, any intermediaries or the end customer, who are not entitled to claims for defects under the purchase contract, may also assert these warranty claims at any time. The person asserting the warranty claims is referred to as the 'Claimant'.

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

### **4.2**

In addition, the right to claim warranty services shall only exist if Solar Fabrik GmbH has received a completed complaint form from the Claimant. Another prerequisite is that the Claimant is named as the addressee on the original delivery note or the original invoice documenting the delivery of the solar power modules (from Solar Fabrik GmbH or an intermediary) to the Claimant.

### **4.3**

Defective solar power modules delivered without a written request by Solar Fabrik GmbH will not be accepted.

### **4.4**

If there are reasonable doubts about the performance provided by the solar power modules in accordance with subparagraph 1, the following approach should generally be taken:



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#### **4.4.1**

In the event of any discrepancy in 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 selected by Solar Fabrik and approved by the customer and accredited according to ISO IEC 17025 (this approval shall not be unreasonably withheld or delayed) will be commissioned to review the claim. (Initial measurement) The decision of such an institute as to whether there is a breach of warranty shall be final and exclusive. If such an institute is unable to confirm non-compliance with the guarantee, all fees and costs incurred as a result shall be borne by the customer.

The customer must pay for and commission the test himself in the first step.

According to Solar Fabrik's specifications, only the reference module of the NIM Institute for power measurement is to be used for testing.

#### **4.4.2**

If Solar Fabrik GmbH has reasonable doubts about the correctness of the first measurement, it may check the modules in question itself at its own expense or have them checked by an independent institute (second measurement).

The second measurement, like the first measurement, is carried out exclusively with the reference module of the NIM Institute.

For the purpose of the second measurement, the company is expressly permitted to dismantle the modules and temporarily move them to another location. If Solar Fabrik GmbH determines during the inspection that a module is defective or does not correspond to the warranted performance, it must proceed in accordance with subparagraph 3.1 of these warranty conditions. In addition, the costs of the initial measurement and any dismantling and reconstruction, insofar as this is carried out for the purpose of the second measurement, must be borne by Solar Fabrik GmbH.

#### **4.4.3**

If the second measurement by Solar Fabrik GmbH or by institutes commissioned by it shows that there is no significant reduction in performance according to Clauses 1.1 and 1.2, it must inform the Claimant of this in writing, setting out the results. The result of the second measurement represents the final evaluation.

#### **4.4.4**

Claims to which the Claimant is entitled against Solar Fabrik GmbH based on other legal bases remain unaffected.

## **5 Limitation of liability**

This warranty is in lieu of all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose, use or application, notwithstanding any warranty to the contrary and except as expressly provided herein.





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Solar Fabrik assumes no responsibility or liability, to the extent permitted by applicable law, for any damage or injury to persons or property or for any other loss or injury arising out of or relating to the modules from any cause whatsoever, including but not limited to defects in the modules or from use or installation, or for incidental, consequential or special damages however caused.

Solar Fabrik's liability to the customer or any other party for any loss, damage or injury of any kind arising out of or in connection with the non-conformity of a module with this warranty shall be limited to the purchase price of the module paid by the customer to the extent permitted by applicable law.

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 such a customer are subject to a jurisdiction that limits or does not allow such limitation or exclusion of liability.

The customer may have specific legal rights in addition to this warranty, and the customer may also have other rights which vary from state to state or country to country. The warranties do not affect the additional rights to which the customer is entitled under the mandatory legislation of the country in which he is resident regarding the sale of consumer goods.

Notwithstanding the above, the following statement applies to customers who meet the definition of "consumer" under the Australian Consumer Law: "Our goods come with warranties that cannot be excluded under Australian consumer law. You are entitled to a replacement or refund in the event of a serious error 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 clause**

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

## **7 Transferability of the guarantee**

The warranty may be transferred in its entirety (not in part), subject to written notice to Solar Fabrik, if the modules remain installed in their original location.

The customer must, upon Solar Fabrik's request, provide reasonable proof of ownership of the modules within 15 days of receipt of such request.







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## **8 Applicable law and dispute resolution**

The validity of this limited warranty, the construction of the warranty terms and the interpretation and enforcement of the rights and obligations of the purchaser and Solar Fabrik shall be governed by German law, to the exclusion of the provisions of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

Any dispute arising out of or relating to this limited warranty shall be subject to the jurisdiction of the courts of law at the original location of installation of the product/s.

## **9 Contact person**

The contact person for all questions and claims arising from this guarantee agreement is:

Solar Fabrik GmbH  
Hermann-Niggemann-Str. 7-9  
63846 Laufach / Germany  
Telephone +49 (0)6093 20770-0  
Telefax +49 (0)6093 20770-0  
[www.solar-fabrik.de](http://www.solar-fabrik.de)

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