



## SOLAR SOLUTIONS GMBH LIMITED WARRANTY TERMS FOR PV MODULES OF THE BRAND 'AEG'

Covered solar (PV) module types: All AEG PV module types with exception of glass-glass PV modules

Thank you for choosing AEG photovoltaic modules! We at Solar Solutions GmbH are committed to the highest quality levels for our products. We therefore offer our customers a product warranty covering 10 years and a linear performance warranty covering 25 years as specified hereinafter.

### 1. EXTENT OF WARRANTY - GENERAL TERMS

These Limited Warranty Terms (hereinafter also referred to as: "warranty") are provided by Solar Solutions GmbH (HRB 106515, AG Frankfurt am Main; hereinafter "Solar Solutions") and apply to all AEG photovoltaic modules (also referred to as "solar modules"; hereinafter: "PV modules") with exception of glass-glass PV modules.

Solar Solutions shall warrant its module performance starting from the date of sale with the certifiable invoice (Sales Date) to the first customer installing (for their own use) the PV modules (the Warranty Start Date). These warranty terms exclusively apply to End Customers. The End Customer in terms of this warranty is the purchaser of the related PV module, who has purchased the related PV module for end use and has installed it for the first time (first installation). This warranty is transferrable by an End Customer to the purchaser of an already installed PV module insofar as the PV module remains at its original place of installation. Claims under this warranty cannot be transferred to third parties. Therefore, these Limited Warranty Terms do not apply to intermediaries, installation companies, or second-hand purchasers, who install the PV module again at a different place of installation (second installation).

#### 1.1 Validity of this warranty and Limitations

This warranty applies globally with the exception of the U.S.A., in as far as the related PV modules have been put into circulation in the related countries (with exception of the U.S.A.) for the first time by Solar Solutions or with the consent of Solar Solutions.

The present Limited Warranty Terms apply to all PV modules which have been supplied by Solar Solutions starting from 01.01.2017 and retroactively to the PV modules supplied between 01.09.2016 and 31.12.2016. The present Limited Warranty Terms apply until a new version of the warranty is released by Solar Solutions.

The Limited Warranty Terms as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Solar Solutions, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Solar Solutions. Solar Solutions shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the PV module, including, without limitation, any defects in the PV module, or from use or installation. Under no circumstances shall Solar Solutions be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Solar Solution's aggregate liability, if any, in damages or otherwise, shall not exceed one hundred percent of the amount actually paid by the direct customer. Nothing herein shall be construed as to exclude any mandatory provision of law. The limitation hereunder shall be enforceable only to the maximum extent allowed by the applicable law.

An activation of warranty shall not constitute an extension of the period of warranty, nor of the period of defects liability.

The End Customer receives this warranty transmitted on demand in text form from Solar Solutions. This warranty can furthermore be downloaded from [www.aeg-industrialsolar.de](http://www.aeg-industrialsolar.de) or obtained from a Solar Solutions distribution partner (as listed on [www.aeg-industrialsolar.de](http://www.aeg-industrialsolar.de)).

#### 1.2 Notification of End Customer's statutory rights

This voluntary, independent and limited manufacturer's warranty exists independently of statutory and potential contractual rights of the End Customer against the seller and/or installer of the respective PV module, which remain unaffected by this manufacturer's warranty.

## 2. LIMITED MANUFACTURER'S WARRANTY

Solar Solutions grants the End Customer a product warranty (1.) regarding material defects of the respective PV module, as well as a performance warranty (2.) regarding a power reduction of the respective PV module inside the timeframes indicated in the following.

### 2.1 Product warranty

Solar Solutions warrants for each PV module for a period of 10 years as of the respective warranty date that the respective PV module is free of material defects.

For AEG solar modules integrating IMM-technology at junction box level, an additional product warranty for the sensor is granted for a period of 25 years.

### 2.2 Performance warranty

Solar Solutions warrants for each PV module as a voluntary, independent performance warranty:

97.0% in the first year, thereafter, for years two (2) through twenty-five (25), 0.7% maximum decrease per year, ending with the 80.2% in the 25<sup>th</sup> year after the defined warranty starting data.

The nominal power listed on the nameplate is the power in Watt (W) which a PV module generates under the following Standard Test Conditions (STC) according to the norm IEC 61215 in its Maximum Power Point (MPP):

- a) A light spectrum of Air-Mass (AM) 1.5
- b) An irradiation of 1000 W/m<sup>2</sup> at right angle irradiation
- c) A module temperature of 25°C The deviation of the nominal power is to be determined under STC.

### 2.3 Warranty Performance

Upon the customer's notification (see "3. Warranty Case and Claiming Warranty Performance", Solar Solutions shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The PV module's serial number must be legible and properly attached to the PV module in order to be eligible for Warranty coverage. If Solar Solutions determines that the reported defect is not eligible for coverage under the Limited Warranty, Solar Solutions will notify the customer accordingly and will explain the reason why such coverage is not available. If Solar Solutions determines that the reported defect is eligible for coverage under the Limited Manufacturer's Warranty, Solar Solutions will notify the customer accordingly, and Solar Solutions may, in their sole discretion, take any of the following actions:

- repair the PV module at Solar Solutions' selected facilities or on-site; or
- issue a credit note for the defective PV module in an amount up to its actual value (actual market price) at the time the customer notifies Solar Solutions of the defect, as determined by Solar Solutions, for use toward the purchase of a new PV module; or
- provide the customer with replacement units for the PV module (comparable, new modules from the current product portfolio at the time of the warranty case).
- For AEG solar modules integrating IMM-technology at junction box level, in case of sensor defect Solar Solutions will supply the customer a new sensor free of charge.

Solar Solutions will determine whether the PV module should be returned to Solar Solutions (see 3.3 "Return of a PV Module (Return Merchandise Authorization - RMA-)).

The remaining period of the original warranty period applies to newly supplied or repaired PV modules.

The above action as selected by Solar Solutions and set forth above in clause 2.3 shall take into account ±3% tolerance of power performance according to the usual measurement tolerance and measurement accuracy.

### 3. WARRANTY CASE AND CLAIMING WARRANTY PERFORMANCE

#### 3.1. Report of a warranty case

If the customer feels there is a justified claim covered by this Limited Manufacturer´s Warranty, he/she must immediately notify of the claim in writing:

- a) the dealer, who sold the PV module, or
- b) the authorized distributor of Solar Solutions for the designated country, or
- c) Solar Solutions directly at the below contacts (see below)

The report shall include the following information:

- Name and address of the End Customer, installer, responsible seller.
- A copy of the invoice with reference to the claimed module serial numbers / module type or purchase agreement and installation agreement.
- A copy of the installation test report following minimum requirements of IEC 62446 / IEC 60364-6
- A copy of the periodical maintenance reports as recommended or required by regional regulations or legal requirements and acceptance protocol of handover after the installation was finished and the system connected to the grid with all relevant measured system data.
- Module type and Serial number(s), Quantity of the respective PV module(s).
- Address of the place of installation of the respective PV module, in as far as this address differs from the address of End Customer.
- A short but clear description of the problem at hand and what is claimed; a short description of the tests which may have already been performed and with which tools, and their results. In particular: a) regarding a material defect: High quality pictures of the defective PV-module which show the defect including pictures of the system and surrounding environment. b) In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry / layout as well as the pictures of shadowing situation at the location.
- The reason of claim, etc.

Upon the abovementioned case c) (direct contact to Solar Solutions), the report of a warranty case is to be addressed to:

Solar Solutions GmbH | Schneckenhofstrasse 19 | 60596 Frankfurt am Main | Germany | Email: [info@aeg-industrialsolar.de](mailto:info@aeg-industrialsolar.de)

#### 3.2 Deadline

A warranty case is to be reported within 10 weeks after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by Solar Solutions shall be decisive. The deadline is met if the report is received by Solar Solutions via fax or email in advance.

#### 3.3 Return of a PV module (Return Merchandise Authorization -RMA-)

The End Customer is only authorized to return the respective PV module after prior written consent of Solar Solutions. Recycling must be done via regional recycling organization following the national law or regulation and managed by the owner.

#### 3.4 Costs

Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Solar Solutions will not cover costs for claims which finally turn out being invalid. Should the warranty claim prove invalid, the customer shall reimburse to Solar Solutions GmbH all the expenses caused by and related to the invalid claim that Solar Solutions incurred into.

### 4. LIMITATION OF LIABILITY

This Limited Manufacturer´s Warranty applies only in case of proper use of the above listed PV module types in keeping with the respective conditions of operation and qualified installation according to the applicable datasheets and the applicable installation guides of Solar Solutions. These can be obtained from Solar Solutions directly or from one of the Solar Solutions listed on <http://www.aeg-industrialsolar.de>. This Limited Manufacturer´s Warranty will not apply if the material defect or the reduced power was caused by circumstances or acts which are beyond the control of Solar Solutions, in particular:

- faults caused by improper handling or mounting; power outage, surge voltage, lightning, accidental breaking of the PV module;

- unauthorized alterations or manipulations of the PV module;
- faults resulting from disregard of widely acknowledged technical rules; operating or installation errors; faulty system layout, system configuration, or mounting, as well as improperly conducted cabling or installation works;
- faults resulting from the use of faulty parts, e.g. supporting structure, fastening elements, system components such as inverters, supply cables or bypass diodes;
- faults resulting from installation of AEG modules in combination with structurally non-identical PV modules, or PV modules from third-party suppliers;
- faulty use, e.g. operation of the solar plant under unsuitable environmental conditions that do not comply with either product specifications, or with the operating manual, or with type label specifications;
- faults caused by unsuitable maintenance, testing, or action by third parties;
- glass breakage due to extraneous causes, damage from flying objects, extraneous strain, vandalism, theft and natural phenomena / acts of god / force majeure (e.g. earthquake, fire, hail, direct and indirect lightning stroke, windstorm, inundation, snow load, avalanche, frost action, landslip, insect plague and other animal interference; acts of war, vandalism, riots, terrorist acts etc.), as well as any other damage caused by third parties, such as incorrect handling, transport, storage, operation, the use of force, or negligence by a party/person whom Solar Solutions is not responsible for, or by the End Customers themselves;
- furthermore, impairments resulting from extraneous causes such as dirt and impurities, as well as damage resulting from smoke, salt, chemicals and other contamination, noticeable degradation, abrasion, scratching, oxidation, stain, mould, normal wear and tear occurring after the delivery of the PV module that do not cause a deterioration in the functional capacity of the module, and mere chromatic deviation of individual cells, shall be exempted from the warranty obligation.

Claims under the Manufacturer´s Warranty can only be recognized if the serial number of the respective PV module is unchanged, has not been removed or obscured.

The “Product Warranty” and “Performance Warranty” do not cover any labor cost, transportation charge, customs clearance or any other costs for return of the PV module(s), or for reshipment of any repaired or replaced PV module(s), or costs associated with installation, removal or re-installation of the PV module(s).

## 5. SEVERABILITY

If a part, provision or clause of this “Limited Warranty Terms”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “Limited Warranty Terms”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty Terms” shall be treated as severable.

## 6. DISPUTES

In case of a dispute regarding the existence of a material defect or reduced power in a warranty case, Solar Solutions will accept the judgment of an accredited testing institute such as e.g. the Fraunhofer ISE in Freiburg im Breisgau or TÜV Rheinland in Cologne as binding. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Solar Solutions GmbH.

This version of the “Limited Warranty Terms” holds its validity until replaced by an updated version by Solar Solutions GmbH. The Limited Warranty Terms are available in different languages; in case of discrepancy, the English version shall prevail.

Frankfurt am Main, January 1, 2017

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