

# SOLAR SOLUTIONS WARRANTY & SERVICE LTD.

# EXTENDED PRODUCT WARRANTY TERMS FOR PV MODULES OF THE BRAND 'AEG'

Solar module (PV module) types covered by the optional Extended product warranty: AEG PV module types with exception of glass-glass PV modules

#### Product series covered (PNC): AS-Mxxx2 (excluding glass-glass modules), AS-Mxxx3, AS-Mxxx4, AS-Mxxx7, AS-Mxxx9

Thank you for choosing AEG photovoltaic modules! We are committed to the highest quality levels for our products. We therefore offer our customers an optional Extended product warranty covering and additional five (5) years above the standard 15-year warranty. Therefore, this represents a twenty (20) year product warranty in total adding the optional extended 5 years to the standard 15 years.

The linear performance warranty covering 25 (twenty-five) years (30 (thirty) year for product series Mxxx9 only) remains as per the standard warranty supplied with all AEG branded PV Module types with the exception of glass-glass PV Modules which benefit from a longer warranty, the terms of which are to be found in the relevant glass-glass warranty document)

# 1. EXTENT OF WARRANTY - GENERAL TERMS

The optional Extended product warranty (hereinafter also referred to as: "Extended product warranty") is provided by Solar Solutions Warranty & Service Limited (UK Company House registration number 10362782; hereinafter "Solar Solutions W&S") and apply to AEG photovoltaic modules (also referred to as "solar modules"; hereinafter: "PV modules") purchased with the optional Extended product warranty with exception of glass-glass PV modules.

For the avoidance of doubt this optional Extended product warranty increases the standard product warranty terms by an additional five (5) years from the standard fifteen (15) year product warranty. Therefore, giving a total product warranty of twenty (20) years This Extended product warranty is subject to an additional cost which above that of the standard product warranty.

Solar Solutions W&S shall grant the Extended product warranty starting from the date of sale with the certifiable invoice (Sales Date) to the first Final Customer installing (for their own use) the PV modules (the Extended product warranty Start Date). The extension will commence exactly 15 years from the initial certifiable invoice (sales date) and continues for 5 years from that date. This gives in total 20 years product warranty from the initial certifiable invoice (sales date). These Extended product warranty terms exclusively apply to Final customers. (For the avoidance of doubt the Final Customer is the person or persons or legal entity that purchases the full system and installation such that the PV system which includes the Extended

product warranty PV modules are owned by that person, persons or entity and the installation location for said system is the first and only warranted location (first installation) for the aforementioned panels. Please remember the original invoice will be required to demonstrate ownership and original location see paragraph 3.1.) This Extended product warranty is transferrable by the Final Customer to the purchaser of an already installed PV module insofar as the PV module remains at its original place of installation. These Extended product warranty terms do not apply to intermediaries, installation companies, or second-hand purchasers, who install the PV module at a different place of installation (second installation).

#### 1.1 Validity of this Extended product warranty and Limitations

This warranty applies to the region of the European Economic Community (excluding the Benelux region) and the United Kingdom in as far as the related PV modules have been put into circulation in the related countries for the first time.

The present Extended product warranty terms apply to all PV modules which have been purchased under the optional extended scheme which began no earlier than 01.01.2020.

The Extended product warranty terms as set forth herein are expressly in lieu of and exclude all other expressed 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 W&S, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Solar Solutions W&S. Solar Solutions W&S shall have no responsibility or liability for damage or injury to persons or property, or for other loss or injury resulting from any cause 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 W&S be liable for incidental, consequential or special damages. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Solar Solution W&S' aggregate liability, if any, in damages or otherwise, shall not exceed one hundred percent of the amount actually paid by the final customer for the PV modules excluding any ancillary costs. 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.

Final Customer may receive this Extended product warranty transmitted upon demand in text form from Solar Solutions W&S. This warranty can furthermore be downloaded from www.solarsolutions.ws.com

#### 1.2 Notification of The Final Customer's statutory rights

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

# 2. LIMITED MANUFACTURER'S WARRANTY



Solar Solutions W&S grants final Customer this optional Extended product warranty (2.1) regarding material defects of the respective PV module, as well as a performance warranty (2.2) regarding a power reduction of the respective PV module inside the timeframes indicated in the following.

#### 2.1 Product warranty

Solar Solutions W&S warrants for each PV module for a period of 20 (twenty) years in respect of the Extended product warranty date that the respective PV module will be free of material defects.

#### 2.2 Performance warranty

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

<u>For product series AS-Mxxx2 (excluding glass-glass modules), AS-Mxxx3, AS-Mxxx4, AS-Mxxx7</u>: 98.0% in the first year, thereafter, for years two (2) through twenty-five (25), 0.55% maximum decrease per year, ending with the 84.8% in the 25th year after the defined warranty starting data.

#### For product series AS-Mxxx9:

98.0% in the first year, thereafter, for years two (2) through thirty (30), 0.45% maximum decrease per year, ending with the 85.0% in the 30th 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 a 90° irradiation angle
- 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 W&S shall determine whether the reported defect is eligible for coverage under the Extended product 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 W&S determines that the reported defect is not eligible for coverage under the Extended product warranty, Solar Solutions W&S will notify the customer accordingly and explain the reason why coverage is not available. If Solar Solutions W&S determines that the reported defect is eligible for coverage under the Extended product warranty, Solar Solutions W&S determines that the reported defect is eligible for coverage under the Extended product warranty, Solar Solutions W&S determines that the reported defect is eligible for coverage under the Extended product warranty, Solar Solutions W&S determines that the reported defect is eligible for coverage under the Extended product warranty, Solar Solutions W&S determines that the reported defect is eligible for coverage under the Extended product warranty, Solar Solutions W&S will notify the customer accordingly, and Solar Solutions W&S 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 in a mutually agreed format for the defective PV module at an amount up to its actual value (actual market price) at the time the customer notifies Solar Solutions W&S of the defect, as determined by Solar Solutions W&S, 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 Extended product warranty case).

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

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

The above action as selected by Solar Solutions W&S and set forth above in clause 2.3 shall take into account  $\pm$ 3% tolerance of power performance according to the industry accepted standard 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 Extended product 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 W&S for the designated country, or
- c) Solar Solutions W&S directly at the below contacts (see below)

The report shall include the following information:

- Name and address of the Final Customer, installer, responsible seller.
- A copy of the invoice with reference to the claimed PV 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 The Final 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 W&S), the report of a warranty case is to be addressed to:

Solar Solutions Warranty & Services Limited Fairfield House, 104 Whitby Road Ellesmere Port, Cheshire, United Kingdom, CH65 0AB Email: info@solarsolutions-ws.com

#### 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 W&S shall be decisive. Email or fax communication is accepted.

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

Final Customer is only authorized to return the respective PV module after prior written consent of Solar Solutions W&S. If recycling is necessary, it 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 excluded from all Extended product warranty claims. Solar Solutions W&S will not cover costs for claims which are invalid. Should the warranty claim prove invalid, the customer shall reimburse to Solar Solutions W&S all the expenses caused by and related to the invalid claim that Solar Solutions W&S incurred.

## 4. LIMITATION OF LIABILITY

This Extended product 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 installation guides. These can be obtained from Solar Solutions W&S website. This Extended product 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 W&S, in particular:



- faults caused by improper handling or mounting; power outage, surge voltage, lightning, accidental breaking of the PV module;
- unauthorized alterations or modifications 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 incorrect or non-existent maintenance, testing, or action by third parties;
- glass breakage due to extraordinary causes, damage from flying objects, excessive mechanical stress, theft and natural phenomena / acts of god / force majeure (e.g. earthquake, fire, hail, direct and indirect lightning strike, high winds, flooding, snow load, avalanche, 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 W&S is not responsible for, or by the Final Customers themselves;
- furthermore, cosmetic defects which do not impair the performance of the PV module shall not be considered as a warranty obligation.

Claims under the Extended product warranty can only be recognized if the serial number of the respective PV module is unchanged, has not been removed or obscured. The serial number can be found under the glass on the front side of the PV module.

The "Extended 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 "Extended product 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 "Extended product warranty terms", and to this end such other parts, provisions, clauses or applications of this "Extended product 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 W&S 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 W&S.

This version of the "Extended product warranty terms" holds its validity until replaced by an updated version by Solar Solutions Warranty & Services Limited. The Extended product warranty terms are available in different languages; in case of discrepancy, the English version shall prevail.

#### SOLAR SOLUTIONS WARRANTY & SERVICE LIMITED

Fairfield House, 104 Whitby Road, Ellesmere Port, Cheshire, United Kingdom, CH65 0AB