

May 1, 2010

Special warranty conditions for SOLARWATT solar modules

A Warranty for material and processing defects

1. In addition to the legal warranty for quality defects (under consideration of the General Terms and Conditions), SOLARWATT guarantees that the modules manufactured by SOLARWATT shall be free of material and processing defects that could affect the product's functionality for sixty (60) months from the date of dispatch from the SOLARWATT factory.

The glass used to produce the solar modules is of extremely high quality. The warranty shall apply if the glass spontaneously breaks without any external interference. For the extended warranty to apply, a SOLARWATT expert must examine the glass and conclude that it broke spontaneously.

2. SOLARWATT must be immediately notified of any obvious defects, at the latest within a two week exclusion period after receiving the modules. Hidden defects must be immediately reported upon their discovery.
Obvious defects caused during transportation must be immediately documented and reported using the complaint form for transport damage.
3. If no defects are reported within six months of the start of the warranty period, it shall be presumed that the modules were supplied free of defects and the purchaser shall bear the burden of proof for the existence of the defect at the time of delivery.
4. Defective solar modules (in line with clause 1.1) shall, at SOLARWATT's discretion, be repaired or replaced free of charge, or where necessary, dealt with on the basis of the warranty described in section B.

B Warranty for minimum power output

In addition to the legal warranty for quality defects (under consideration of the General Terms and Conditions), SOLARWATT provides the following power output warranty under the conditions outlined below:

For the standard solar module types listed below, a module power output of

***12 years at least 90% and
25 years at least 80%***

of the minimum power output indicated in the specifications sheet and on delivery is guaranteed with effect from the date of dispatch from the SOLARWATT factory:

SOLARWATT P130-36 GET LK/AK
SOLARWATT P170-48 GET LK/AK
SOLARWATT P210-60 GET LK/AK
SOLARWATT P260-72 GET LK/AK

SOLARWATT M140-36 GET LK/AK
SOLARWATT M180-48 GET LK/AK
SOLARWATT M220-60 GET LK/AK
SOLARWATT M270-72 GET LK/AK

SOLARWATT P220-96 GET LK/AK

SOLARWATT M230-96 GET LK/AK

SOLARWATT P110-32 GEG LK
SOLARWATT P130-36 GEG LK
SOLARWATT P130-36 GEG LK XL

SOLARWATT M125-32 GEG LK
SOLARWATT M140-36 GEG LK
SOLARWATT M140-36 GEG LK XL

SOLARWATT Easy-In P

SOLARWATT Easy-In M
SOLARWATT Easy-In M BLACK

For modules that do not achieve this guaranteed minimum power output, SOLARWATT, at its own discretion and precluding other claims and rights of the customer, shall provide additional modules, replace the modules supplied or, in exceptional cases, provide compensation that is commensurate with the loss of production during the remainder of the warranty period.

The warranty for replacement and additional modules shall only apply for the remaining duration of the original warranty period.

For the extended warranty to apply, the reduction in module power output must be confirmed by measurements taken by SOLARWATT and SOLARWATT must be notified of any such reduction in power output as soon as it is detected.

C General regulations

1. Making warranty claims

Claims on the basis of the warranties outlined in this document can only be made by presenting the original delivery note or invoice stamped and signed by the retailer and showing the purchase date in line with the complaint procedure and using the complaint form.

2. Residual warranty

If the system is re-sold, the residual warranty shall remain valid, calculated from the aforementioned date.

3. Liability

SOLARWATT's overall liability in relation to meeting the obligations established in these warranty conditions shall be limited to the purchase price of the defective product (module).

In particular, SOLARWATT shall accept no liability for loss of profits, consequential damages, indirect damages or similar.

The extended warranty shall not cover modules that have been subjected to misuse, accidents or force majeure; destroyed or damaged by modifications, improper installation, use, operation, storage, transportation or handling; or exposed to third party interventions. It shall be void if the serial number or rating plate have been tampered with or are not clearly identifiable for other reasons.

The warranty shall not cover the transport costs for returning the modules or the delivery costs for repaired or replacement modules. It shall also not cover the costs of uninstalling and re-installing the modules or other end customer expenses. If the originally supplied module type is no longer manufactured or mass produced, the current standard types will be supplied as replacements or additional modules.

4. Validity of the warranty conditions

These warranty conditions shall exclusively apply to modules installed in the EU, Switzerland, Norway, Rumania, Bulgaria, Croatia, Serbia, Montenegro, Kosovo, Bosnia-Herzegovina, Macedonia, Turkey and Albania. This version of the "Special warranty conditions for SOLARWATT solar modules" shall apply to all solar modules of the types listed above sold to end consumers on or after 01/10/2009 and shall supersede the previous "Special warranty conditions for SOLARWATT solar modules".



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