

Special Terms and Conditions on Warranties and Guarantees

Irrespective of the rights you have against the seller, SCHOTT Solar grants you the following warranties and guarantees. Unless expressly provided herein, no additional rights are granted.

1. Product warranty

- 1.1 For a period of five (5) years from the date of the delivery *ex works*, SCHOTT Solar warrants that the modules it supplies will be free and clear of any defects in materials and workmanship which would impact the functionality of the product. The seller's recourse against SCHOTT Solar is governed by statute.
- 1.2 Any defects within the meaning of subsection 1.1 must be formalised in a written complaint and submitted to the seller within the period set forth under subsection 1.1. In accordance with § 476 of the German Civil Code (BGB), there is a statutory assumption that a defect within the meaning of subsection 1.1 existed at the time that the risk of loss passed to you, if the defect becomes apparent within six months from the date that the risk of loss passed, unless the assumption is inconsistent with or contrary to the module supplied by SCHOTT Solar or the nature of the defect.
- 1.3 The statutory warranty rights apply during the statutory warranty period (24 months). Thereafter, defective modules within the meaning of subsection 1.1 will be repaired or replaced within a reasonable period of time, unless otherwise agreed on an *ad hoc* basis.
- 1.4 Any and all claims not expressly granted under these Special Terms and Conditions of Warranty are waived. This waiver applies, above all, to any claim seeking compensation for indirect and/or consequential damages (such as lost feed-in compensation, interest expenses, costs for obtaining substitute electricity, etc.) or to any claim for damage which was not caused to the modules themselves, unless the claim is based on the intentional or grossly negligent conduct of SCHOTT Solar or on a loss of life, physical injury or injury to health. The statutory provisions under the Product Liability Act are not affected thereby.

2. Performance guarantee

- 2.1 In addition to the product warranty stipulated under section 1 above, SCHOTT Solar provides the following additional performance guarantees in accordance with these Terms and Conditions, in each case beginning on the date of shipment *ex works*: In general, standard modules from SCHOTT Solar are subject to a 10-year guarantee that the module power output will be at least 90% of the minimal power output set forth in the spec sheet and to a 20-year guarantee that the module power output will be at least 80% of the minimal power output set forth in the spec sheet.
- 2.2 If the module power output does not achieve the 90% or 80% minimum power output thresholds shown in the spec sheet during the aforementioned guarantee period, then SCHOTT Solar shall, at its own option, make up for the missing power output by supplying an additional module, repair or replace the module, or pay compensation. This compensatory payment is calculated from the *pro rata* purchase price of the module, less a 10% or 5% reduction for each year following the purchase until the guarantee is enforced. The performance guarantee for such replacement or additional modules extends only to the remainder of guarantee period for the originally supplied module (either ten (10) or twenty (20) years). If the originally supplied module type is no longer manufactured in a series, then the current standard types will be delivered to serve as the replacement or additional modules.
A prerequisite for granting the guaranteed power output is that the relevant module must have been duly and properly installed, and the use on any mobile units such as motor vehicles and ships is thereby prohibited.

- 2.3** The performance guarantee does not extend to any modules which, except for the guaranteed minimum power output, exhibit any other defects (e.g., through external causes, including a *force majeure*) or which were destroyed or damaged as a result of changes or improper installation, use, operation, storage, transport or handling or were exposed to third party interference, above all where the installation, operating and maintenance instructions provided by SCHOTT Solar were not observed.
The guarantee will lapse, if and when the serial number or type plate has been subject to manipulation or is not clearly identifiable for some other reason. The performance guarantee will lapse as well once the module is removed from the original installation site.
The physical appearance of the module as well as any scratches, spots, mechanical wear and tear, rust, mould, noticeable degradation, discolouration and other changes, which transpire after SCHOTT Solar made the delivery, do not constitute defects, if the change in appearance does not compromise the electricity generation output.
- 2.4** This power output commitment does not create any more extensive claims against SCHOTT Solar than those already set forth in subsection 2.2. Warranty claims against the seller are not affected thereby.
SCHOTT Solar is liable only in accordance with subsection 2.2, and any other more extensive claims are disclaimed. Liability under the Product Liability Act is not disclaimed, however. This liability disclaimer does not apply to SCHOTT Solar's liability that is based on gross negligence or intentionally caused damages and to its liability for any loss of life, physical injury or injury to health, which it was responsible for causing.
- 2.5** The performance guarantee does not cover the transport costs for the return shipment of the modules or for any renewed delivery of the repaired or replaced modules. It also does not cover the costs of installation or reinstallation of modules, and other expenses incurred by the final customers or the seller.
- 2.6** SCHOTT Solar GmbH's total liability is limited to the purchase price for the defective products, except in the cases in which SCHOTT Solar caused loss of life, physical injury or injury to health.
- 3. Glass breakage**
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, unless SCHOTT Solar's responsibility is presumed under the law.
- 4. Enforcement of rights**
The rights set forth herein may be enforced only upon submitting the original bill of delivery or original invoice and guarantee card together with information about the purchase date and dealer stamp (including signature). The rights must be enforced against the respective seller. In the event the output guarantee is enforced, then the module output will be measured under standard testing conditions (25°C cell temperature, irradiance of 1,000 W/m² and spectrum AM 1.5).
- 5.** The guarantor is SCHOTT Solar GmbH, Carl-Zeiss-Str. 4, 63755 Alzenau
- 6.** These Special Warranty Terms and Conditions are governed exclusively by German law to the exclusion of the rules of private international law (conflicts of law).

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