

SOLARWATT WARRANTY CONDITIONS for Solar Modules of the glass-glass generation

Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

A Scope

1. These warranty conditions apply to the SOLARWATT Solar Modules of the glass-glass generation (Warranty Conditions) of SOLARWATT GmbH (SOLARWATT), and are in addition to any of the End Customer's statutory rights under the Australian Consumer Law.
2. These Warranty Conditions apply solely to the following solar modules of the glass-glass generation:

Vision 60M high power	Vision 36M glass
Vision 60M style	
Vision 60M black	
Vision 60M	
Vision 60P	

(jointly, Solar Modules, or individually a Solar Module).
3. These Warranty Conditions apply only to Solar Modules which are purchased in Australia. In the event that the End Customer transfers the Product to and operates the Product in a country other than Australia, the Warranty pursuant to these Warranty Conditions will remain unaffected.
4. The Warranty pursuant to these Warranty Conditions applies to Solar Modules installed in areas with an officially listed maximum possible snow load of up to 8.1 kN / m² (8,100 Pa). The warranty applies –except for EasyIn 60M style modules– even if the maximum permitted pressure loads on the modules indicated in the installation instructions are exceeded for the selected installation variant.
5. These warranty conditions apply exclusively to solar modules and not to complete systems from SOLARWATT. For complete systems, SOLARWATT or a third-party contracted by SOLARWATT provides the respective end customer with additional deliveries or services, such as installation ser-

vices. Any SOLARWATT warranties for such complete system are subject to separate warranty conditions.

6. The Product Warranty and Performance Warranty, (collectively, the Warranty), specified below, are provided exclusively to the End Customer.

B Product Warranty

1. SOLARWATT provides the Warranty pursuant to these Warranty Conditions exclusively to End Customers who have acquired Solar Modules for their own use and not for the purpose of further sale or any other type of commercial exploitation (End Customer).
2. SOLARWATT guarantees the End Customer that the Solar Modules will remain free from material and manufacturing defects which affect the proper functionality of the Solar Modules (Product Defects) for a period of 30 years from the date of the invoice to the end customer for the purchase of the solar modules (Warranty Term) (Product Warranty)

C Performance Warranty

SOLARWATT guarantees the End Customer that:

- a) the output of the Solar Modules will not decrease in the first (1st) year from the date of the invoice to the end customer for the purchase of the solar modules to less than 97% of the nominal output on the Solar Module as indicated by SOLARWATT minus a tolerance range of 5% under Standard Test Conditions (irradiance 1,000 W/m², spectral distribution AM 1.5, temperature 25±2° C, STC);
- b) the output of the Solar Modules from the beginning of the second (2nd) year until the end of the twenty-ninth (29th) year from the date of the invoice to the end customer for the purchase of the solar modules will not decrease by more than 0.345%, per year, of the nominal

output on the Solar Module as indicated by SOLARWATT minus a tolerance range of 5% under STC; and

- c) in the thirtieth (30th) year from the date of the invoice to the end customer for the purchase of the solar modules the guaranteed output of the Solar Modules is at least 87% of the nominal output on the Solar Module as indicated by SOLARWATT minus a tolerance range of 5% under STC;

(jointly Performance Warranty, Product Warranty and Performance Warranty jointly Warranty).

D SOLARWATT Warranty Services

1. If one of the Warranty claim events indicated in Section B or C arises during the Warranty Term, and the fault is a minor fault, SOLARWATT will, at its sole discretion:
 - a) repair the Solar Module on site at the End Customer's location;
 - b) repair the Solar Module at SOLARWATT's facility or that of a third party;
 - c) supply an additional Solar Module to the End Customer; or
 - d) exchange the Solar Module with a replacement module. Following the receipt of a replacement module by the End Customer, the ownership of the original Solar Module is transferred to SOLARWATT. For replacement modules, the remaining Warranty Term of the relevant Solar Module applies exclusively.
2. If one of the Warranty claim events indicated in Section B or C arises during the Warranty Term, and the fault is a major fault, SOLARWATT will, at the discretion of the End Customer:
 - a) repair the Solar Module on site at the End Customer's location;
 - b) repair the Solar Module at SOLARWATT's facility or that of a third party;
 - c) supply an additional Solar Module to the End Customer; or
 - d) exchange the Solar Module with a replacement module. Following the receipt of a replacement module by the End Customer, the ownership of the original Solar Module is transferred to SOLARWATT. For replacement modules, the

remaining Warranty Term of the relevant Solar Module applies exclusively.

If the Solar Module originally supplied by SOLARWATT was not or is no longer manufactured in serial production, an equivalent module shall be supplied as a replacement or additional module.

3. If SOLARWATT repairs the Solar Module at SOLARWATT's or a third party's facility pursuant to Section D.1. or supplies an equivalent replacement module pursuant to Section D.1, SOLARWATT will engage a carrier who will collect the affected Solar Module from the End Customer's location.
4. SOLARWATT bears the reasonable transport/shipping costs and the material and labor costs for the provision of a Warranty claim in accordance with these Warranty Conditions. Costs for measurements and for assessments by qualified experts (e.g. if SOLARWATT rejects a Warranty claim or if the End Customer cannot conduct such measurements personally) must be agreed with SOLARWATT before the End Customer incurs such costs. Only in that case these costs will be covered by SOLARWATT.
5. If, on inspection, SOLARWATT reasonably determines that there is no legitimate Warranty claim, because there was no fault in operation, the End Customer has misused the Solar Module, or the End Customer was aware (or ought to have been aware) that no legitimate fault existed, SOLARWATT reserves the right to invoice the End Customer for any costs reasonably incurred by SOLARWATT and for the services provided.

E Exclusion of the Warranties

1. The Warranty does not extend to Solar Modules that are impaired, damaged or destroyed because:
 - a) the End Customer or a third party has not stored or transported these appropriately and professionally;
 - b) they have not been installed, dismantled, or re-installed according to SOLARWATT's installation and operating instructions, Australian Standards and good practice;
 - c) they have been operated in contradiction to their intended purpose and, in particular, in

- contradiction to the installation and operating instructions;
- d) they have not been maintained properly according to requirements, in particular, according to the maintenance instructions in the installation and operating instructions;
 - e) the End Customer or a third party has modified them incorrectly or they have been subject to other incorrect action;
 - f) they are outside the Warranty Term; or
 - g) they have been damaged as a result of force majeure, in particular, hail, lightning strike, fire, or natural disaster.
2. Insignificant changes or changes in appearance, in particular bleaching and discoloration of cells do not constitute a fault and SOLARWATT will not consider a Warranty claim event pursuant to the Product Warranty pursuant to Section B for these reasons. The Performance Warranty pursuant to Section C remains unaffected.
 3. The Warranty is also void if the End Customer manipulates or removes the serial number or type plate of the Solar Module.

F Transfer to a new owner

If the End Customer sells and transfers the title to the Solar Module, this Warranty is transferred to the new owner of the Solar Module to the extent of the remaining Warranty Term. The respective new owner is then considered the End Customer for the purposes of these Warranty Conditions. In this event, this Warranty expires for the prior End Customer.

G Provisions on the assertion of Warranty claims

1. Warranty claims can only be asserted to SOLARWATT in writing and by submitting a copy of the original invoice of the dealer/installer from which the solar module was purchased (without prejudice as to whether they are part of the SOLARWATT distribution network). For this purpose, the complaint form for end customers is available online at <http://www.solarwatt.com>.

Further documents (e.g. photos, records, etc.) must be provided at SOLARWATT's request.
2. The existence of a Warranty claim event due to the spontaneous breakage of the glass without any external influences or due to a reduced output of

- a Solar Module must be verified by an expert appraisal performed by SOLARWATT, a third party commissioned by SOLARWATT or an independent testing institute approved for module certifications in accordance with AS/NZ 5003:2014 (as amended or replaced from time to time).
3. If an obvious legitimate warranty Claim arises, the End Customer shall notify SOLARWATT thereof immediately, however within a cutoff period of three (3) months of the relevant fault.

Recognizable transport damages should be reported using the claim form for transport damages, available from www.solarwatt.com.

H Limitation of liability

The EasyIn 60M style solar modules with the additionally supplied and/or optional SOLARWATT installation components to be purchased (seals, roof integration, enclosure frame) must be installed correctly and professionally according to the respective installation instructions by the respective installer for protection from rain.

I Limitation of liability

To the extent permitted by law, damage claims or claims for reimbursement of expenses against SOLARWATT from or in connection with this Warranty or the Warranty services are excluded, regardless of the reasons. Where not excluded by law, SOLARWATT is not liable for damages which the Product causes to other assets of the End Customer, or for loss of profits or turnover, loss of use and production, operational shutdowns, data loss, financing costs or consequential or indirect damages. This exclusion also applies where such damages or expenses are incurred by a third party.

J Final provisions

If any individual provisions of these Warranty Conditions are or become invalid, the validity of the remaining provisions remains unaffected.

K Special Warranty Conditions for Australia

1. Process for handling of batch defects

All issues with the Solar Modules are recorded and analyzed by SOLARWATT.

In the case of serial issues or batch defects, SOLARWATT will compile a report and provide the report to the production department or to the supplier of the component/s (whichever is applicable).

In the case of safety defects affected customers will be informed by SOLARWATT immediately.

2. Serial numbers of modules imported to Australia

The serial numbers of all Solar Modules are recorded at the end of the production line. These serial numbers are included on delivery notes and

tracked for those Solar Modules to be delivered within Australia and assigned to customers in Australia.

3. If an End Customer is unsatisfied with the handling of a Warranty claim or the result he or she can contact the claim management of SOLARWATT (claim@solarwatt.com).


Address of module production
SOLARWATT GmbH
Maria-Reiche-Straße 2a
D-01109 Dresden
Germany

Customer claim contact
claim@solarwatt.com
Phone: (00)49(0)351-88 95 246
Fax: (00)49(0)351-88 95 111

Importer Address:
SOLARWATT Technology Australia Pty. Ltd.
L11 1 Margaret St
Sydney NSW 2000
Phone: 1300 765 928

Warrantor:

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