



GUARANTEE AND PERFORMANCE WARRANTY

by Würth Solar GmbH & Co KG (hereinafter: „WÜRTH SOLAR“)

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This is a translation of the German version. In case of doubt the German version applies.

1. Guarantee

The customer's guarantee rights in relation to WÜRTH SOLAR are regulated by the General terms and conditions that are enclosed and can be retrieved on the internet under www.wuerth-solar.de. Supplementally and for purposes of clarification, the following shall apply:

1.1 The repair, exchange or additional supply of products (e.g. modules, inverters, etc) shall constitute neither a new commencement of the guarantee period nor any extension of the guarantee period.

1.2 WÜRTH SOLAR shall be entitled in the context of subsequent improvement under guarantee law to supply another module type provided that it is not significantly different from the contractually agreed performance specifications.

2. Extended warranty for CIS solar modules and inverters

Regardless of the guarantee rights under item 1, WÜRTH SOLAR shall grant a warranty for CIS solar modules and inverters on the basis of the following terms, provided there are no indications for any grounds for exclusion under item 3.

2.1 Solar modules of the CIS type (item number WSG, WSE, WSR, WRE, WRG, WSF, WSK)

Solar modules of the WSG, WSE, WSR, WRE, WRG, WSF, WSK type shall be sorted into different performance classes for technical production reasons (unless otherwise agreed by individual contract) and shall be supplied with a tolerance around the nominal capacity indicated by each module infosheet.

2.2 Performance warranty in case of output decline in the CIS type solar modules (item number WSG, WSE, WSR, WRE, WRG, WSF)

WÜRTH SOLAR provides the following performance warranty for WSG, WSE, WSR, WRE, WRG, WSF type solar modules:

If within a period of

a) ten (10) years from the date of delivery by WÜRTH SOLAR the capacity of any module is less than 90 % of the nominal capacity specified at the time of delivery according to item 2 (under standard test conditions 100 mW/cm², AM 1.5 and 25° C cell temperature) minus the module measurable tolerance,

or

b) twenty (20) years less than 80 % of the nominal capacity specification according to item 2.1 (under standard conditions of 100 mW/cm², AM 1.5 and 25° C of cell temperature) minus the measurable tolerance of the module,

WÜRTH SOLAR shall compensate the capacity difference in relation to 90 % or 80 % at its own option by means of appropriate measures, in particular by supplying additional modules or by repair or replacement of modules. Other claims, in particular for reimbursement of expenses or damage compensation claims shall be barred in the context of the extended performance warranty.

2.3 Performance warranty in case of output decline in other CIS solar modules

Other solar modules or CIS solar modules not subsumed under item 2.1 shall for technical production reasons be supplied (unless otherwise agreed by individual contract) around the nominal capacity indicated by each module infosheet.

Information on this can be found at www.wuerth-solar.com or in the materials made directly available to you.

2.4 Extended performance warranty for inverters

For SolarSTAR inverters in the a and p series and the i and IQ series the performance warranty period for functional capability shall be five years from the date of delivery.

WÜRTH SOLAR shall at its own option restore functional capability in the performance warranty period by means of appropriate measures, in particular by repairing or replacing the inverters. Other claims, in particular for reimbursement of expenses or damage compensation claims, unless they derive from guarantee law or other legal grounds, shall be barred in the context of the extended performance warranty.

2.5 No effects on the provisions of the guarantee

Repair, exchange or additional supply of modules and inverters in the framework of the performance warranty shall not have any effect on guarantee rights and guarantee periods, in particular the guarantee periods shall not be extended nor start running anew.

3. Exclusions under the performance warranty

The performance warranty for modules and inverters shall lapse in case of non-compliance with the handling guidelines for modules which were valid at the time of contract conclusion and the device documentation for inverters which was valid at the time of contract conclusion, which can be viewed at www.wuerth.solar.de, and

- in case of improper or faulty operation
- in case of damage due to an accident or other application of external force
- in case of misuse
- in case of improper modification or installation
- in case of improper or careless storage, transport or handling
- in case of installation or repair work not carried out by



employees of WÜRTH SOLAR or specialist firms authorised by WÜRTH SOLAR

- in case of modification of components or similar improper interference
- in case of faulty or non-certified system setup, system configuration or type of assembly
- in case of faulty wiring, faulty installation work or faulty handling during such work. Crucial in this case are the use, installation and operating conditions of WÜRTH SOLAR as well as compliance with state of the art techniques
- in case of operation under unsuitable environmental conditions or not in compliance with product specifications, operating instructions or nameplate data
- in case of improper maintenance
- due to other impacts such as dirt on the front glass, pollution or damage from aggressive media or other soiling
- in case of use on mobile units such as motor vehicles, ships, etc
- when employed at a distance of less than 500 m from the seawater line
- in case of damages due to the forces of nature, force majeure or other unforeseeable circumstances beyond the control of WÜRTH SOLAR
- in case of deterioration or damage due to incompatibility with sealants and glues, smoke, chemicals or vermin
- if the maximum admissible ambient temperature of the SolarSTAR inverter is exceeded or not attained (temperature range as per equipment documentation or technical infosheet)
- if the final inspection record is missing or not completely filled out
- in case of problems and trouble occurring in the public electricity system

WÜRTH SOLAR's performance warranty shall moreover lapse if WÜRTH SOLAR cannot fulfil it due to force majeure, in particular due to military action, insurrection, strike, production outage, lack of raw materials, etc.

The performance warranty shall likewise lapse if the modules are brought to or installed in a national jurisdiction where there is no specific clearance on WÜRTH SOLAR's part in respect of the performance warranty. The same shall apply to the engineering parts (inverters, subassembly, etc). Upon request, we can send you a list of current approvals for different countries.