

## **Performance warranty for the photovoltaic modules of Bosch Solar Modules GmbH**

Bosch Solar Modules GmbH, Erfurt (Germany) shall offer an independent, voluntary warranty, according to the conditions listed below, to the final purchaser (final customer) for modules purchased by Bosch Solar Modules GmbH.

Bosch Solar Modules GmbH guarantees that the modules will

- a) During a period of 10 years after the manufacture of the modules, provide at least 90%
- b) During a period of 25 years after the manufacture of the modules, provide at least 80% of the minimum performance (lower sorting-limit of the respective power class, reduced by power measurement tolerance) specified in the data sheet.

### **1. General**

1.1 The warranty shall only be granted to the final customer. The warranty does not apply to distributors and/or installers or second hand owners of the modules. Final customers are all those parties who have purchased modules exclusively for personal use (and not for resale), or who purchased the building on which the modules were first mounted.

1.2 This warranty is separate from both statutory claims against the vendor of the modules and from non-contractual claims. Such claims are not limited by this warranty. However, no claims are established by this warranty without a purchase contract with Bosch Solar Modules GmbH. This warranty is an independent, voluntary and complementary service, provided by Bosch Solar Modules GmbH to the final customer. It does not affect the quality agreements between vendor and purchaser.

1.3 The expenses for dismantling, testing, disposal, transportation, installation and reinstallation of the modules or individual components of the modules within the scope of this voluntary warranty are to be covered by the final customer.

1.4 If warranty conditions deviate from the data sheet set forth in the specifications, these warranty conditions will apply.

### **2. Disclaimers / Liability limitations**

2.1 A warranty claim requires that the modules' performance has not been reduced or limited (according to assessments made by Bosch Solar Modules GmbH) by actions or events out of Bosch Solar Modules GmbH's sphere of influence, including, but not limited to:

- Change/damage as a consequence of force majeure (storms, hail, fire, electrical power outage, lightning, flooding, snow damage, avalanches, action of frost, earthquakes, hurricanes, volcanic eruptions, landslides, plagues of insects and other detrimental effects caused by animals, bad weather etc.) and damage caused by third parties due to vandalism and theft,
- unprofessional installation, commissioning and maintenance – not in accordance with actual installation manual on [www.bosch-solarenergy.de](http://www.bosch-solarenergy.de)
- the use on mobile units such as vehicles and ships
- impairment through external influences (dirt, smoke, salt, chemicals and other impurities),
- connection with modules made by other manufacturers which are not constructed in the same way
- defects of the system into which the module is integrated,
- insufficient ventilation.

2.2 Furthermore, for warranty claims to be accepted, the modules must have been used according to their intended purpose only and not have any excessive signs of wear and tear or external damages that do not coincide with normal use. Additionally the serial number and/or type label must not be damaged and the installation and operating instructions must have been followed without fail. The safety and warning notes specified in the installation and operating instructions and the permissible operating and installation conditions specified on the data sheet must have been followed for warranty claims to be accepted.

2.3 Bosch Solar Modules GmbH total scope of liability is limited to the purchase price of the defective product. Bosch Solar Modules GmbH's warranty does not cover indirect damage, lost profit, consequential or indirect damage, any loss of electrical capacity and/or compensation granted by an energy supply company.

2.4 Claims made under this warranty can not be transferred to a third party.

### **3. Warranty items**

3.1 In case of a warranty claim, Bosch Solar Modules GmbH shall, at its own discretion, replace the module with a new module of the same type, resolve the defects or refund the current market value of the module. If, at the time of the warranty claim, the type of module subject to the claim is no longer being produced, Bosch Solar Modules GmbH is allowed to supply another type of module (different size, shape, colour and/or capacity). In this case, Bosch Solar Modules GmbH is entitled to demand the difference between the gross value of the replacement module and the current market value of the module to be replaced. Modules Bosch Solar Modules GmbH replaces shall become the property of Bosch Solar Modules GmbH.

3.2 Other claims are not established by this performance warranty.

3.3. For modules newly supplied or repaired, only the remaining time of the original warranty period applies.

#### **4. Claims based on the performance warranty/Enforcement of the performance warranty**

4.1 All claims are to be made immediately and in writing to

Bosch Solar Modules GmbH  
In der Hochstedter Ecke 2  
99098 Erfurt

4.2 For warranty claims to be accepted, the final customer must submit his warranty certificate along with the original bill of sale to Bosch Solar Modules GmbH and prove, in writing, that the module performance has fallen below the minimum performance guaranteed by Bosch Solar Modules GmbH. This evidence is to be provided by submitting certified test results, issued by an accredited expert or institution (e.g., the Fraunhofer Institute). The module performance shall be measured by Bosch Solar Modules GmbH under standard test conditions (25°C module temperature, irradiation of 1,000W/m<sup>2</sup> and spectrum AM 1.5). In each case, the performance is measured at the output point of the conductor through the film on the rear of the module. The final customer must maintain the standard test conditions while producing evidence that the performance has fallen below the guaranteed minimum performance.

4.3 Bosch Solar Modules GmbH reserves the right to recheck the shortfall of performance. If the performance test commissioned by Bosch Solar Modules GmbH comes to the conclusion that the deviation is permissible or that no divergence exists, Bosch Solar Modules GmbH is entitled to claim a refund for the performance test costs.

4.4 Claims arising from or in connection with this warranty must be filed in writing within the applicable warranty period as well as within three months from the occurrence of the event giving rise to the claim. No consideration will be given to late complaints. Notice must be received (not sent) within the warranty period.

4.5 The law of the Federal Republic of Germany shall apply in relation to the content of this warranty and all legal disputes concerning this warranty. The German conflict of law rules and the UN Sales Convention (CISG) do not apply.

4.6 The customer is only entitled to return modules with the prior written consent of Bosch Solar Modules GmbH.