



PHOTON SOLAR – 30 Years Quality Guarantee
- for crystalline photovoltaic solar panels -
WARRANTY TERMS

15 years product and 30 years linear performance guarantee
FROM GERMAN PRODUCER

PHOTON SOLAR ENERGY GMBH, Niermannsweg 11-15, 40699 Erkrath, Germany (hereinafter called "**PHOTON SOLAR**") is a manufacturer of photovoltaic solar modules based in Erkrath, Germany. PHOTON SOLAR produces both domestically and abroad, and provides for all production lines a valuable warranty from Germany.

The solar modules produced by PHOTON SOLAR are subject to strict quality controls in all manufacturing stages of production, until to the final delivery to the buyer (contract partner of PHOTON SOLAR). Each individual solar module is subject to a thorough performance test (stress test) and delivered only when the performance test was passed successfully. PHOTON SOLAR is convinced to provide high quality and high-efficient solar modules with long-term, stable and reliable performance.

As a sign of confidence in the functionality and stability of its products PHOTON SOLAR warrants to the contract partner of PHOTON SOLAR (the buyer), an independent and voluntary warranty to the following conditions:

This warranty applies only to the following types of modules:

Global	Trade Item Number (base number)	Modul type	Production location (Country of Origin)
GTIN:	426047805	PHOTON SOLAR SCP-325	Made in EU
GTIN:	426047805	PHOTON SOLAR SCP-320	Made in EU
GTIN:	426047805	PHOTON SOLAR SCM-300	Made in EU
GTIN:	426047805	PHOTON SOLAR SCM-280 FB	Made in EU
GTIN:	426047805	PHOTON SOLAR SCP-260	Made in EU
GTIN:	426047805	PHOTON SOLAR SCP-270	Made in EU
GTIN:	426047805	PHOTON SOLAR TPL-250P-60	Made in Asia
GTIN:	426047805	PHOTON SOLAR TPL-260P-60	Made in Asia
GTIN:	426047805	PHOTON SOLAR TPL-270P-60	Made in Asia

This warranty applies only to original solar modules delivered by PHOTON SOLAR, with the PHOTON SOLAR product label with a valid Global Trade Item Number (GTIN) attached to the module in connection with the invoice and the delivery note of PHOTON SOLAR.

PHOTON SOLAR - is certified according to the Global Standards System under the Global Location Number **GLN 42 6047805 0006** and therefore across countries, distinctive and uniquely identifiable worldwide as a guarantor of Germany for the registered solar modules.

 **15 Years Product Guarantee** 

1.1. PHOTON SOLAR guarantees that supplied solar modules are free from manufacturing or material defects. Changes in colour and natural disturbances are not considered fault.

1.2. Product Warranty Period: 15 years from handover or delivery to the contract partner of PHOTON SOLAR (evidence: sales invoice and delivery note).

1.3. In case of warranty, PHOTON SOLAR decides at its sole discretion whether the affected solar module can be repaired, a replacement of an identical or similar design solar module with comparable performance or alternatively a refund (minus 0.67% annual degradation from date of purchase) is to take place. In case of replacement, the replaced module shall become the property of PHOTON SOLAR. The warranty does not cover costs of transport, installation (removal and replacement), repayment of financial damages or yield losses. Claims of damages are excluded. The specified warranty period is not extended by the replacement or additional delivery.

1.4. Natural wear and appearance such as optical discoloration, stains, scuffs and scratches are not covered by the guarantee.

1.5. This warranty does not cover transportation damage, because transport damages are probably regulated by a separate transport insurance of the shipping firm. PHOTON SOLAR delivers directly from the factory well tested, brand new and perfectly functional solar modules. In the case of glass breaking or buckling, this is no subject of guarantee but transport damage, and need to be reported and claimed within 7 days from receipt, so that the damage can be settled the separate transport damage insurance with the shipping company.

 **30 Years Linear Performance Guarantee** 

2.1. PHOTON SOLAR guarantees that supplied solar modules reach 90% minimum power over the period of 15 years and 90% minimum power over the period of 30 years at least, as per data sheet, under consideration of customary deviations (+/- 5% measurement tolerance). The average degradation is 0.6677% annually over the 30-year period. The guarantee periods start from the moment of sale and handing over or delivery of goods to the contract partner of PHOTON SOLAR (evidence: sales invoice and delivery note).

2.2. The performance guarantee only comes into force when the solar module demonstrably performs less power than guarantee mentioned in 2.1.

2.3. Performance Guarantee Period: Effective from handover or delivery to the contract partner of PHOTON SOLAR (evidence: sales invoice and delivery note).

2.4. As a basis for the guarantee the performance measurements are done in the free discretion of PHOTON SOLAR, with its own performance measurements or commissioned by PHOTON SOLAR production facilities (factories) or test laboratories with their own instruments apply (flash testers). Power measurements are subject to standard test conditions (STC).

2.5. In case of warranty, PHOTON SOLAR decides at its sole discretion whether the affected solar module can be repaired, a replacement of an identical or similar design solar module with comparable performance or alternatively a refund (minus 0.67% annual degradation from date

PHOTON SOLAR ENERGY GmbH - Niermannsweg 11-15, 40699 Erkrath, Germany

Trade Register Number: HRB 26952, Register Court: Wuppertal, Germany

Email: info@photon-solar.de - Internet: www.photon-solar.de

of purchase) is to take place. In case of replacement, the replaced module shall become the property of PHOTON SOLAR. The warranty does not cover costs of transport, installation (removal and replacement), repayment of financial damages or yield losses. Claims of damages are excluded. The specified warranty period is not extended by the replacement or additional delivery.

2.6. Natural wear and appearance such as optical discoloration, stains, scuffs and scratches are not covered from the warranty, as long as the guaranteed minimum performance in accordance to point 2.1 is reached.

3. The guarantee will be excluded if

- system components such as inverters, mounting racks, cables, connectors, batteries, etc. lead to defects of the solar module,
- lightning, fire, flood, storm damage, environmental disasters or similar performance cause to degradation of performance,
- force majeure, third-party intervention, negligent handling, misuse, accident, vermin, animals (birds, martens, etc.) lead to a mechanical cause to deterioration or damage of the solar modules,
- unprofessional installation and maintenance, improper storage, improper transport and operation cause to damage to the solar modules -
- technical manipulation is done
- The solar modules are not installed and mounted for the first time (no guarantee at dismantling and rebuilding)
- The solar modules are used in mobile vehicles such as caravans, boats or equivalent,
- The solar modules are used under adverse environmental conditions (eg in the water, in harsh chemical influences etc.),
- the solar module has been subject to a change / manipulation of the individual serial number and/or the type label with the officially registered and unambiguously assigned, registered, global trade item number (GTIN) under license of PHOTON SOLAR,
- the solar module cannot be clearly identified.

4. Enforcement of product and performance guarantee

4.1. In case of warranty, the buyer has to send his claim in written in connection with a copy of the commercial invoice and a copy of the delivery note to:

PHOTON SOLAR ENERGY GmbH,
Niermannsweg 11-15,
40699 Erkrath
 Germany 
Email: info@photon-solar.de

4.2. Obvious defects must be reported immediately, within no later than 7 days after receipt of goods to PHOTON SOLAR in writing. Is the damage is based on glass breakage or buckling, in most cases the damage will be immediately and flexibly regulated by the separate transport insurance of the transport company.

4.3. Non-obvious defects have to be reported to PHOTON SOLAR in writing immediately after recognition.

4.4. In case of warranty PHOTON SOLAR has the option to settle the claim by either repair, replacement or financial compensation (free discretion of PHOTON SOLAR). Defective modules shall be delivered only after prior written consent of PHOTON SOLAR. Defective modules, which are delivered without prior approval from PHOTON SOLAR, will not be accepted.

4.5. PHOTON SOLAR is not liable for consequential damage or other damage of the contract parties. No claim shall be accepted for damages, which have not occurred to the delivered modules themselves. This does not apply if liability is legally liable.

5. Others

5.1. For newly delivered or repaired solar modules only the remaining term of the original warranty period applies.

5.2 Any additional, replacement or substitute modules are provided from stock only, depending on availabilities of the production and stock facilities. The selection of the stock location for is in the free discretion of PHOTON SOLAR. PHOTON SOLAR will not be responsible for any transportation costs.

5.3 This warranty terms and services provided under this warranty are subject to German law (law of the Federal Republic of Germany), excluding the CISG and the conflict rules of IPR.

5.4. This warranty applies to all solar modules, which are produced by PHOTON SOLAR Energy GmbH and mentioned with module type name and GTIN number in the table listed on the first page of this warranty terms. If the solar modules are delivered under a different label (partner label, not PHOTON SOLAR), these warranty conditions of PHOTON SOLAR do not apply, as the guarantee conditions of the other partner apply. This guarantee is valid for solar modules, which were sold and provided to the contractor to PHOTON SOLAR from August 1st of 2017 and is valid until December 31st of 2020, unless this guarantee is not replaced by other, new warranty terms officially provided and published by PHOTON SOLAR Energy GmbH.

Global Location Number of PHOTON SOLAR Energy GMBH: GLN 42 6047805 0006

 **German**

 **Quality**

 **Guarantee**

Sincerely Yours,

Erkrath, Germany – August 1st of 2017

Alexander Kliesch
Managing Director

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