

# Product and performance guarantee

## For crystalline solar modules from the

### SOLARA S-Serie

(Valid for all modules >55Wp)

### SOLARA Power S-Serie

Solara GmbH provides the original system operator (end customer) a **product guarantee** (1.) and a **performance guarantee** (2.).

Under 3.: **Guarantee claims** are subject to the conditions specified for both guarantees.

End customers are those who purchase modules for personal use (and not for the purpose of resale). These guarantee terms do not apply to retailers, installation companies or second-hand purchasers of the modules.

## 1. Product guarantee

1. Solara GmbH (hereinafter referred to as 'SOLARA') guarantees the original operator (ultimate purchaser) that the supplied modules will remain free of material and manufacturing defects for a period of five years from the day of delivery in accordance with the terms and subject to the conditions of the guarantee.

2. In the case of a guarantee claim, SOLARA shall remove any defects at its own discretion, exchange the module for a functioning module of the same type, or reimburse the current market value of the affected module. If it is no longer possible to replace the module due to a model update, SOLARA will replace the module with a newer model of equal value. SOLARA does not guarantee to offer replacement products that are new or like new. SOLARA is furthermore entitled to supply used and/or refurbished products as replacements. If it is not possible provide a suitable replacement part for the module, SOLARA shall refund the cost of the module based on the value of the product at the time of the claim.

## 2. Performance guarantee

1. SOLARA guarantees that the actual performance of the product shall reach at least 97 per cent of the nominal output during the first year of operation and that the nominal output shall not diminish by more than 0.68 per cent beginning with the second year of operation annually for a period of 25 years, whereby the actual performance of the product shall amount to at least 80 per cent of the nominal output upon completion of the 26th year of operation.

2. The performance guarantee shall apply exclusively to power losses (degradation) of the solar modules over time. This guarantee does not cover any other defects of the modules.

3. In order to demonstrate that the decline in output is not attributable to other causes, such as power failures, shadows or other defects, the guarantee holder must, in the case of diminished performance, provide SOLARA with the following information:

- Installation site as well as alignment and pitch of the roof
- Photographs of the module field (and the surrounding area taken facing east and west)
- Description of the installation site of the inverter as well as the diameters of any cables used
- Yield data over a period of at least one operating year (verified with an invoice from the power supply company)

- Open-circuit voltages and operating currents of all strings
- System wiring diagram
- Serial number(s) of the affected component(s)

4. If modules are to be tested by third parties, only testing institutions approved by SOLARA are permitted to perform the tests, with consideration generally given with regards to the accuracy of the measurements performed by individual institution/expert. SOLARA does not recognize any measurements performed independently by the guarantee holder using characteristics analyzers.

5. If it is determined that the system fails to generate the rated power, there are various options available. SOLARA shall select one of the options listed below based on feasibility and economic considerations:

1. Financial compensation for power losses
2. Extension of system to compensate for power losses
3. Replacement of relevant components in accordance with the conditions specified by SOLARA.

### **3. Guarantee claims**

1. SOLARA must be informed in writing of any defects detected on the day of delivery to the original operator. This claim must be made immediately (and within the exclusion period of one month at the latest). If defects are subsequently discovered, SOLARA must be informed of these defects in writing within a month of their discovery.

2. In the event that warranty claims are asserted, the guarantee holder must make every attempt possible to include any installers or wholesalers previously involved in the case.

3. A copy of the invoice/delivery note must be included with the claim letter.

4. Modules may only be returned upon prior written agreement with SOLARA.

5. The costs for testing or repairing will be taken by the SOLARA, if the component had a defect

6. The provision of guarantee services does not extend the warranty period.

### **4. Warranty exclusions**

The product and performance guarantees shall be rendered null and void in the event:

- Installation of photovoltaic system by unqualified technicians or not in accordance with current accepted technical standards
- Improper assembly or failure to observe SOLARA'S assembly guidelines
- Installation of photovoltaic system with improper substructure or non-observance of structural conditions
- Improper or insufficient system layout and/or system configuration
- Any unplanned modifications to products by the guarantee holder or a third party
- Non-performance of periodic function checks of the system and solar module configuration(s) or performance of said checks using measuring and testing procedures not approved by SOLARA
- Breakage or damage to glass by guarantee holder or external influence
- Improper cleaning of the modules according to cleaning procedures not approved by SOLARA
- Any damage caused by extraordinary environmental and/or weather conditions, smoke or soot, salts, corrosion, acid rain, chemicals, kerosene and/or other types of deposits or foreign substances, etc.
- Force majeure, e.g. damage caused by earthquakes, hurricanes, volcanic eruptions, floods, landslides, frost, hail, snow, avalanches, flying objects, direct and/or indirect lightning strikes, vandalism and/or theft and/or other unpredictable events
- Installation of solar modules to relate in a system to get a compensation for electricity fed into the grid. This guarantee does not cover damage or liability claims in particular for losses of any type of income received for the generated power.

## **5. Contact**

For any questions or to submit claims to SOLARA arising from this guarantee agreement, please contact:

SOLARA GmbH  
Customer Service  
Stresemannstrasse 163  
22769 Hamburg  
Tel.: +49 (0) 39 10 65 30  
Fax: +49 (0) 39 10 65 98

## **6. Final provisions**

German law applies exclusively with the exclusion of the UN Convention for the International Sale of Goods (CISG) and conflict of laws shall apply. The place of jurisdiction shall be Hamburg.

Last updated: October 2013