

# WARRANTY CONDITIONS FOR SWISS SOLAR-SOLAR MODULES OF THE GLASS-FOIL GENERATION

## A SCOPE

1. The Warranty for SWISS SOLAR Solar Modules of the glass-foil generation pursuant to these Warranty Conditions (hereinafter "Warranty Conditions") of SWISS SOLAR AG (hereinafter "SWISS SOLAR") apply in addition to any of the End Customer's statutory rights arising from product defects. These Warranty Conditions do not affect any of the End Customer's statutory rights arising from product defects. Such rights continue to exist regardless of whether a Warranty Claim event is given or asserted.

2. These Warranty Conditions apply to the following Solar Modules of the glass-foil generation:

- IBEX 60-320-330M-PERC,
- IBEX 72-380-390M-PERC,
- IBEX 120MHC-DUO,
- IBEX 120MHC-DUO-BLACK,
- IBEX 120MHC-COSMOS,
- IBEX 120MHC-COSMOS-BLACK,
- IBEX 144MHC-DUO,
- IBEX 144MHC-COSMOS,
- IBEX 144MHC-COSMOS BLACK,
- IBEX 120MHC-AEON
- IBEX 120MHC-AEON BIFACIAL
- IBEX 144MHC-AEON
- IBEX 144MHC-AEON BIFACIAL
- IBEX 156MHC-AEON BIFACIAL
- IBEX 54M-EIGER
- IBEX 60M-EIGER
- IBEX 66M-EIGER

(hereinafter jointly referred to as "Solar Modules" or individually as "Solar Module").

3. The Warranty pursuant to these Warranty Conditions applies to Solar Modules which the End Customer has purchased in countries in which SWISS SOLAR does not have country-specific warranty conditions for Solar Modules in place. The Warranty pursuant to these Warranty Conditions shall remain unaffected even if the End Customer transfers the Solar Modules to and operates the Solar Modules in a different country afterwards.

4. These Warranty Conditions do not apply for complete systems from SWISS SOLAR. For complete systems, SWISS SOLAR or a third party commissioned by SWISS SOLAR and working on behalf of SWISS SOLAR provides the End Customer with additional supplies and services, such as assembly service, in addition to the supply of Solar Modules. Any warranties from SWISS SOLAR for such complete systems are subject to separate warranty conditions.

## B PRODUCT WARRANTY

1. SWISS SOLAR 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"). SWISS SOLAR guarantees the End Customer pursuant to these Warranty Conditions that the Solar Modules are free from material and processing defects which influence the functionality of the Solar Modules ("Product Defects") for a duration of twenty (20) years from the date of shipment from the delivery warehouse ("Warranty Term") ("Product Warranty"). SWISS SOLAR shall provide the End Customer with the date on which the Solar Module was shipped from the delivery warehouse immediately after the End Customer's respective request.

2. With Full coverage requirements: For solar modules with which the Full Coverage requirements are fulfilled, SWISS SOLAR guarantees the End customer pursuant to these Warranty conditions that these Solar Modules supplied by SWISS SOLAR deviating from section B.1 shall remain free from product defects for a duration of twenty (20) years from the date of shipment from the delivery warehouse of SWISS SOLAR.

## C PERFORMANCE WARRANTY

SWISS SOLAR guarantees the End Customer pursuant to these Warranty Conditions:

- During the first (1st) year from the date of shipment from the delivery warehouse of SWISS SOLAR, the output of the Solar Modules shall not decrease to less than 97 % of the nominal output of the Solar Module as indicated by SWISS SOLAR on the respective Solar Module minus a tolerance range of 5 % under Standard Test Conditions (irradiance 1,000 W/m<sup>2</sup>, spectral distribution AM 1.5, temperature 25±2° C, hereinafter "STC");

- From the beginning of the second (2nd) year until the end of the twenty-ninth (29th) year from the date of shipment from the delivery warehouse of SWISS SOLAR, the output of the Solar Modules shall not decrease by more than 0.586 %, per year, of the nominal output of the Solar Module as indicated by SWISS SOLAR on the respective Solar Module minus a tolerance range of 5 % under STC;

- During the thirty (30th) year from the date of shipment from the delivery warehouse of SWISS SOLAR the guaranteed output of the Solar Modules is at least 80 % of the nominal output on the Solar Module as indicated by SWISS SOLAR minus a tolerance range of 5 % under STC; (jointly "Performance Warranty", Product Warranty and Performance Warranty jointly "Warranty"). SWISS SOLAR shall provide the End Customer with the date on which the Solar Module was shipped from the delivery warehouse immediately after the End Customer's respective request.

## D SWISS SOLAR WARRANTY SERVICES

1. If one of the Warranty claim events indicated in Section B or C arises during the respective Warranty Term, SWISS SOLAR shall – at its own discretion –

- a) repair the Solar Module on site at the End Customer's location,
- b) repair the Solar Modul SWISS SOLAR 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.  
On receipt of a replacement module by the End Customer,  
the ownership of the original Solar Module is transferred to  
SWISS SOLAR. For replacement modules, the remaining  
Warranty Term of the relevant Solar Module applies  
exclusively. Insofar as the Solar Module originally supplied  
by SWISS SOLAR was not or is no longer manufactured in  
serial production, an equivalent module shall be supplied  
as replacement or additional module.

2. The client must at his own expense send the damaged  
solar module to Swiss Solar to the nearest warehouse in  
his city. You can find out the exact address of the treasure  
in your city by writing to us by mail  
info@swissenergy-solar.ch

3. Costs for measurements and for assessments by  
qualified experts (e.g. if SWISS SOLAR rejects a Warranty  
claim event or if the End Customer cannot conduct such  
measurements personally) must be coordinated and  
aligned with SWISS SOLAR before the End Customer  
incurs such costs, otherwise these costs will not be  
covered by SWISS SOLAR.

4. If the End Customer asserts a Warranty claim under  
these Warranty Conditions and it turns out that there is  
no valid Warranty claim event, SWISS SOLAR reserves  
the right to invoice the End Customer for any costs  
incurred for the provided Warranty services, provided that  
the End Customer knew or gross negligently did not know  
that no valid Warranty claim event was given.

5. If a Warranty service of SWISS SOLAR is unsuccessful,  
SWISS SOLAR is entitled to repeat the same form of  
Warranty service or to provide a different service, unless  
this is unreasonable for the End Customer.

## E EXCLUSION OF THE WARRANTIES

1. The Warranty does not extend to Solar Modules that are  
impaired, damaged or destroyed as a result of

a) being improperly stored or transported by the End  
Customer or a third party,

b) not being installed or, if applicable, uninstalled or  
reinstalled, in accordance with the SWISS SOLAR  
assembly manual and the recognized good engineering  
practices,

c) being operated in a manner inconsistent with the  
intended purpose and especially the instructions for  
operation in the assembly manual,

d) not being maintained properly, in particular not in  
accordance with the maintenance instructions in the  
assembly manual,

e) being improperly modified by the End Customer or a  
third party or being otherwise improperly manipulated, or

f) of force majeure (in particular lightning, fire or natural  
disaster). The insurance performance pursuant to the  
SWISS SOLAR Full Coverage remains unaffected in this  
respect.

2. Insignificant changes or changes in appearance, in  
particular bleaching and discoloration of cells shall not  
constitute a Warranty claim event pursuant to the

Product Warranty pursuant to Section B. The  
Performance Warranty pursuant to Section C remains  
unaffected.

3. The Warranty is furthermore excluded if the End  
Customer manipulates or removes the serial number or  
type plate of the Solar Module.

4. The End Customer bears the burden of proof that the  
Warranty has not been excluded due to the  
aforementioned reasons. This does not apply to  
circumstances which lie within SWISS SOLAR's sphere of  
responsibility or that of SWISS SOLAR's vicarious agents.

5. The End Customer's Warranty claim is not valid if the  
notification period set forth in Section G.3 is exceeded  
unless the End Customer has not culpably exceeded this  
notification period.

## F TRANSFER TO A NEW OWNER

If the End Customer sells and transfers the title to the  
Solar Module on, 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 SWISS  
SOLAR in writing and by submitting a copy of the original  
delivery note or the original invoice of the dealer/installer  
from which the solar module was purchased (without  
prejudice as to whether they are part of the SWISS  
SOLAR distribution network).

For an extended warranty in the event of the fulfillment of  
the Full Coverage requirements (sections B.2), the  
corresponding registration number must also be  
specified.

Further documents (e.g. photos, records, etc.) must be  
provided at SWISS SOLAR'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  
SWISS SOLAR, a third party commissioned by SWISS  
SOLAR or an independent testing institute approved for  
module certifications in accordance with IEC 61215.

3. If an obvious Warranty claim event occurs, the End  
Customer must bring a claim in respect of this Warranty  
claim event as soon as possible and in any event no more  
than three (3) months after discovery of the Warranty  
claim event. Claims received after this time may be  
considered at SWISS SOLAR's sole discretion.

Recognizable transport damages should be reported  
using the claim form for transport damages, available  
from [www.swissenergy-solar.ch](http://www.swissenergy-solar.ch)

## H LIMITATION OF LIABILITY

1. Any claims for damages or expenses against SWISS  
SOLAR irrespective of the legal basis (contract, tort or any  
other area of law) out of or in connection with the  
Warranty pursuant to these Warranty Conditions or

Warranty services are excluded. SWISS SOLAR shall in no event and irrespective of the legal basis be liable to pay damages to the End Customer for loss of profit or revenue, loss of use, loss of data, cost of capital, down-time **costs, cost of substitute** goods, property damage external to the Solar Modules and any damage or loss arising out of such damage or any special, incidental, indirect or consequential damage. This also applies if such damage occurs at a third party's premises. The insurance performance pursuant to the SWISS SOLAR Full Coverage remains unaffected in this respect.

2. The aforementioned limitations of liability do not apply if SWISS SOLAR is liable pursuant to product liability law, in cases of willful intent, gross negligence, injury to life, body or health, or breach of material contractual obligations, i.e. obligations that actually enable the proper execution of the contract in the first place and which the End Customer can regularly and fully expect to be met. Compensation for breach of material contractual obligations is, however, restricted to foreseeable losses arising from the type of contract, provided no willful intent or gross negligence is involved, there is no injury to life, body or health, and SWISS SOLAR is not liable under product liability law.

## I FINAL PROVISIONS

1. These Warranty Conditions are subject to Switzerland law to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). This does not affect the End Customer's rights under mandatory local law.

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

### **Warrantor:**

SWISS SOLAR AG

Place, date  
Switzerland, 01/2020

