

Warranty Conditions of Heckert Solar GmbH, Chemnitz/Germany, for Crystalline Solar Modules.

1. Product warranty

- 1.1. Heckert Solar GmbH (hereinafter referred to as Heckert Solar) warrants for the delivered standard modules that they are free from material and manufacturing faults (extended warranty). A natural detraction is not taken as a fault.
- 1.2. The product warranty is granted for 11 years, beginning with the delivery to the contractual partner of Heckert Solar.
- 1.3. Warranty covers (at the option of Heckert Solar) repair, replacement delivery of identical or similar modules as regards power class or refund of purchase price. The overall performance of the modules to be replaced is decisive. Warranty excludes costs for dismantling, transport and re-installation of modules as well as costs arising from loss of earnings due to yield reduction. Further claims, in particular compensation claims, are excluded, too. Replaced modules shall become the property of Heckert Solar.
- 1.4. As Heckert Solar uses only solar glass of a very high quality, damages can only be caused by mechanical impact. Therefore, Heckert Solar assumes no warranty for the solar glass. Furthermore, product warranty does not cover abrasion such as scratches, spots, rust and discolorations.

2. Performance warranty

- 2.1. Heckert Solar insures that the solar modules produce
 - at least 90% during a period of 10 years and
 - at least 80% during a period of 25 yearsof the minimum performance registered in the respective data sheet (in consideration of the usual measuring tolerances). These periods are valid as from delivery to the contractual partner of Heckert Solar.
- 2.2. Warranty basis is the measurement of module performance by Heckert Solar with own measuring devices under standard measuring conditions (according to IEC EN 61215 and 60903-3).
- 2.3. Performance warranty shall always enter into force when the solar modules produce demonstrably less power than the above-mentioned percentage figures of the minimum power due to aging effects of cells, glass or embedding foil.
- 2.4. Warranty comprises, at the option of Heckert Solar, the delivery of additional or replacement of modules with new or repaired modules or partial refund of purchase price. Provided that the originally delivered module type is no longer produced in series, substitute modules or additional modules of the respective current standard types are delivered. Warranty excludes costs for dismantling, transport and re-installation of modules as well as costs arising from loss of earnings due to yield reduction. Further claims, in particular compensation claims, are excluded, too.

3. Product and performance warranty is excluded,

- if the defect of a solar module was caused by system components like cables, inverters, connectors etc.;
- if performance fault is caused by overvoltage, flash of lightning, inundation, fire or similar events;
- if the modules are damaged by abuse, negligence, accident, vermin, mechanical impacts or force majeure;
- if the modules are damaged, destroyed or affected by improper installation, utilization, usage operation, storage or transport, by soiling or usage under inappropriate environmental conditions;
- if the solar module was exposed to any kind of technical manipulations;
- if the modules were exposed to interventions of third persons;
- if serial numbers or type signs were exposed to manipulations or if the modules cannot be clearly identified for other reasons;
- if the modules are not operating in the plant where they have been installed for the first time or if they operate on mobile objects like vehicles or ships.
- Warranty period shall not be prolonged by additional or replacing deliveries.

4. Validity of warranty rights

- 4.1. Warranty conditions can only become valid upon presentation of delivery note as well as respective invoice issued by Heckert Solar or the seller and by submission of the completed form "Reklamation" (PDF-file to be downloaded at www.heckert-solar.com/Downloads). These documents shall be presented to Heckert Solar or to the contractual partner of Heckert Solar in order to assert the claim.
- 4.2. Obvious damages have to be shown immediately to Heckert Solar in writing, latest within 7 days after receipt of the goods; not-obvious damages at discovery. Returned damaged modules will not be accepted without prior demand in written issued by Heckert Solar.

Further claims apart from the above-mentioned are excluded, in particular those on damage claims, which have not originated on the modules delivered. This shall not apply unless in case of intention, culpable negligence, absence of warranted characteristics and the culpable violation of essential contractual obligations according to the law imperative liability is being provided. Heckert Solar also accepts no liability for other compensation claims by the contractual partner due to positive infringement of contract, neglect of duties in contract negotiations or prohibited actions, as far as there is no mandatory liability for Heckert Solar, its representatives and servants based upon their intent or gross negligence. Heckert Solar excludes consequential damages, as well.
- 4.3. The period of limitation of damage claims shall be 6 months, beginning with passing of the risk, yet no later than 6 months after the damage has occurred.

This warranty replaces any previously given English versions and is valid regardless of any other legal specifications applying in Europe and Switzerland. The claims granted on the basis of this warranty declaration are subject exclusively to German law. Place of jurisdiction is Chemnitz.

Valid from June 1st. 2018.