

The following warranty terms apply to photovoltaic modules (hereinafter also termed modules) of Calyxo GmbH (hereinafter also Guarantor) of the CX3, CX3pro, CX3pro2, CX3<sub>plus</sub> and CX1 series, which have first been sold to an end user after October, 5<sup>th</sup>.2016:

## 1 Product warranty

### 1.1 Limited 10-year warranty

Subject to the exclusions listed below, Calyxo guarantees that the modules are free from material and manufacturing defects, being the responsibility of the Guarantor and limiting or inhibiting the designated use as a photovoltaic device.

For the claim to be valid, the modules (available online on our homepage ([www.calyxo.com](http://www.calyxo.com))) have to be installed, operated and serviced in accordance with the regulations put forward in document PAS-11-05-0152-EN "Instructions and Operating Manual" as valid at the time of purchase of the modules. For any claim to be valid, documentation in accordance with IEC 62446 is to be prepared upon original commission of the module claimed and is to be shown upon submitting a claim. Above mentioned documents are also to be observed upon uninstalling and/or reinstalling of the modules, including proper documentation to be drawn up.

Changes such as discoloration or material changes due to weather conditions or other cosmetic material changes, not affecting the performance or safety of the product, do not have any entitlement under this warranty.

1.2 The warranty claims as laid out in paragraph 2.1 are also valid if the customer can prove unequivocally that failure to comply with the requirements of the document PAS-11-05-0152-EN "Instruction and Operating Manual" was not cause for the failure.

1.3 For the claim to be justified, it is further required that the Guarantor is informed about the details immediately after discovery in accordance with section 4. The claiming party shall participate in the clarification of the warranty claim in accordance with subsection 4

1.4 If in its reasonable judgment Calyxo verifies the claim to be justified, the Guarantor at its option shall either (a) repair the defective photovoltaic module or (b) take back and supply an equivalent replacement module, or (c) revoke and refund the fair value of a module of same age.

1.5 No further benefits can be derived from this warranty. Reimbursement of costs incurred in connection with the case of warranty (eg costs for removal and installation, for tests, or for removal and new or reinstallation of a module) can be invoked only if the Guarantor has defeated a warranty claim and it is proven that the rejection was unjustified. Compensation of additional expenses or reduced revenues is explicitly excluded from this warranty.

1.6 The duration for the product warranty begins with conclusion of the contract with the first end user of the photovoltaic module and ends after ten [10] years. If under this warranty a replacement module has been delivered, the warranty for this replacement module is limited to the remaining warranty period of the original photovoltaic module. The warranty shall definitely expire at the end of the 11th year following the year of production of the module. The production year is obtained from the rear nameplate mounted on the module: the second and third character of the DateMatrixCode as shown on the module's label denote the year of manufacture (Example: the sequence A130710P32443880 denotes 2013 as the year of production).

## 2 Performance warranty

- 2.1 In addition to the product warranty, the Guarantor warrants that within ten [10] years after the sale of the module to the first end user the output power of the module is reduced by no more than ten [10] per cent and within a further period of fifteen [15] years is not reduced by more than a total of twenty [20] per cent as compared to the output power as given by the relevant data sheet at the time of purchase as a result of aging of glass, solar cell or encapsulation. In order to verify the output power of the module, it shall be measured at Standard Test Conditions ("STC") as specified in the datasheet of the module. For the claim to be justified, the installation of the module claimed has to be performed according to the document PAS-11-05-0152-EN "Instructions and Operating Manual" ([available online at www.calyxo.com/de/download](http://www.calyxo.com/de/download)) valid at the time of purchase in conjunction with documentation according to IEC 62446 drawn up upon installation. The documents have to be presented upon filing a claim. Above mentioned documents are also to be observed upon uninstalling and/or reinstalling of the modules, including proper documentation to be drawn up.
- 2.2 The warranty claims as laid out in paragraph 2.1 are also valid if the customer can prove unequivocally that failure to comply with the requirements of the document PAS-11-05-0152-EN "Instruction and Operating Manual" was not cause for the failure.

### Additional conditions:

- The duration of the warranty period is initially limited to five [5] years. The warranty can be extended to the dates as mentioned in clause 2.1 if the module and the plant it is installed in is inspected regularly every 24 months and this inspection is performed in accordance with IEC 62446. Alternatively, permanent on-site monitoring of the performance of the plant and the module has been conducted from the start up of the PVsystem and an annual evaluation of its performance has been carried out. The extension is then justified if all maintenance or monitoring protocols have been duly filled in and can be presented upon filing the claim.
  - For the claim to be justified, it is further required that the Guarantor is informed about the details immediately after discovery in accordance with section 4. The claiming party shall participate in the clarification of the warranty claim in accordance with subsection 4.
  - In order to verify the output power of the module, it is to be measured by a certified laboratory in accordance with IEC 61646. The measurement data is to be normalized to STC. The document PAS-11-05-0203-EN "Application note für Modulmessung" shall be observed (available on the Internet at [www.calyxo.com/de/download](http://www.calyxo.com/de/download)). Documentation in accordance with IEC 62446 has to be provided for the measurement.
  - This extended warranty covers only reduced performance due to aging of glass, the solar cell or encapsulation. Reduced performance for any other reason is explicitly excluded from this warranty.
  - Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.
- 2.3 If Calyxo verifies in its reasonable judgement that a module complies with the limited warranties set forth above, Calyxo at its option shall either (a) replace the module upon return of the module claimed, (b) repair the module reduced in power, or (c) deliver an additional module to compensate for the loss of power of the module or (d) offer a refund that relates to the power loss of the module. The total amount of the refund is derived from the deviation of the output power of the module with respect to the performance limits (10 percent or 20 percent) set forth in section 2.1 in correlation with the purchasing price of the module. Example: If fifteen [15] years after the first sale to an end user, the power loss is forty [40] percent, then twenty [20] percent ( $40-20 = 20$ ) of the purchase price shall be reimbursed by the Guarantor.
- 2.4 In case further loss of power of a module is experienced with the duration of this limited warranty and a claim has already been compensated as laid out in clause 2.3, further compensation may be sought, taking into account any benefits already received.
- 2.5 No further benefits can be derived from this warranty. Reimbursement of costs incurred in connection with the case of warranty (eg costs for removal and installation, for tests, or for removal and new or reinstallation of a module) can be invoked only if the Guarantor has rejected a warranty claim and it is proven that the rejection was unjustified. Compensation of additional expenses or reduced revenues due to low performance of the module is explicitly excluded from this warranty.
- 2.6 The duration for the product warranty begins with the conclusion of the contract with the first end user of the photovoltaic module. If under this warranty a replacement module or an additional module to compensate plant performance has been delivered, the warranty for this module is limited to the remaining warranty period of the original module. The warranty shall definitely expire at the end of the 11th year following the year of production of the module (see also clause 1.6).

### 3 Transfer of warranty

The claims from the above mentioned guarantees are transferable only if the module is sold in return for payment. A transfer of guarantee is excluded if the module does not remain in the country where it was originally installed.

### 4 Assertion of claims

- 4.1 For a claim to be deemed justified, the claimant shall fully comply with the process as laid out below. The complaint form FRM-11-03-0107-EN shall be filled in, specifying the product serial number as well as the date of purchase, including all documents as specified in FRM-11-03-0137-EN and named in the conditions of this limited warranty. A copy of the invoice or any other suitable document to verify the legitimate ownership of the module is to be attached.
- 4.2 The claimant shall within reasonable limits provide any additional documents and information as requested by the Guarantor necessary to verify and assess the legitimacy of the claim filed.
- 4.3 The claimant shall grant the guarantor or professional staff appointed by the Guarantor access to the PV plant and the module concerned to be able to perform necessary measurements, if information and documents supplied do not enable the Guarantor to verify the legitimacy of the claim.

### 5 Other provisions

- 5.1 This limited warranty does not affect or limit or replace other warranties the rightful owner of a Calyxo module has. Any claims made of other guarantee agreements remain unaffected.
- 5.2 The limitation of claim arising from this limited warranty begins on the date of discovery of the reason for the warranty claim by the claimant and expires two [2] years after the above mentioned date.
- 5.3 Calyxo at its option may fulfill its obligations under this limited warranty by supplying a similar module type if the original type is no longer produced.
- 5.4 In the event of misinterpretation, inconsistencies or misunderstanding, the German version of this limited warranty clause shall prevail.
- 5.5 This manufacturer's guarantees are governed by German law excluding private international law and the UN purchasing law. This does not apply if the guarantee provided does not meet the requirements of mandatory national consumer protection rules. In this case the rules more favorable to the consumer are applicable.
- 5.6 The exclusive jurisdiction is Bitterfeld-Wolfen (Germany) with respect to all claims and disputes arising in connection with this warranty.
- 5.7 Should any part of this guarantee be invalid, this shall not affect the validity of the remaining provisions.

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Valid from the 4th of October 2016