

Warranty statement CS Wismar GmbH

1. Product guarantee for solar modules

Scope of guarantee

CS Wismar GmbH guarantees that the solar modules will be free of material and processing defects under normal application, installation, mounting, commissioning, operating and maintenance conditions and in accordance with their intended use. Warranty period granted amounts to:

- 12 years for glas/foil modules
- 20 years for glas/glas modules

During this warranty period, which starts on the day of delivery (works or CS Wismar GmbH warehouse), CS Wismar GmbH, at its option, will either repair or replace the product or choose any other way for rectifying the defects or refund the then-current replacement price provided this price does not exceed the original purchase price if a solar module does not comply with this guarantee.

This guarantee is limited to product repair, product replacement or refunding of the replacement price / purchase price. These are the exclusive and sole benefits provided by this guarantee. Costs incurred for the disassembly of a faulty product, the return transport to CS Wismar GmbH and reinstallation as well as recovery of damages are not included in this guarantee. Furthermore, this guarantee does not cover any losses resulting from any kind of lost income particularly with regard to feed-in tariffs for the generated power. This guarantee is only valid as long as the original operator possesses the solar module.

This guarantee is only valid if the solar module has remained in the photovoltaic system originally installed or if the solar module has been verifiably uninstalled by a specialised company during a change of location and then subsequently reinstalled in a professional manner. In any case, installation, commissioning, maintenance and operation must have been verifiably carried out by properly qualified experts of a specialised company.

Exclusion of guarantee

This guarantee does not apply if inspections conducted by CS Wismar GmbH reveal that solar module has not been properly installed, commissioned, maintained, operated or used, has been subjected to an accident or damaged through misuse, modification, inadequate installation, operation or negligence during storage, transportation or handling or that the solar module has been repaired or modified by any third parties other than CS Wismar GmbH or by any third parties other than parties which have been expressly authorized by CS Wismar GmbH.

This guarantee does not apply to solar module defects:

- if the photovoltaic system has not been installed by properly qualified experts and in accordance with the current state of technology
- resulting from improper mounting and/or set-up on unsuitable substructures based on non-compliance with static requirements
- resulting from improper or insufficient system layout and/or configuration
- resulting from improper wiring works, installation works or handling during the execution of such works
- resulting from operation under unfavorable ambient conditions or unsuitable methods deviating from the products specifications, operating manuals or rating plate data
- resulting from other influences such as dirt on the front page, contamination or damage due to climatic conditions, smoke, salt, water, corrosion, acid rain etc. unless exceptions are expressly permitted according to the technical specifications of CS Wismar GmbH
- if the module is used on mobile units such as vehicles, ships, buoys, offshore structures, etc. unless exceptions are expressly permitted by the technical specifications of CS Wismar GmbH
- resulting from improper handling or improper execution of the installation processes
- resulting from commissioning and/or operation under impermissible ambient conditions and operating modes serving the generation of solar power which are not in accordance with the intended use
- resulting from non-compliance with the transport regulations and installation instructions included in the operating manuals and/or non-observance of the rating plate data
- resulting from negligent maintenance and non-performance of the periodic function checks of the system and solar module configuration(s) or unsuitable measuring and testing procedures
- resulting from glass breakage and/or glass damage and/or other external impacts
- resulting from chemicals, kerosene and/or other deposits and foreign substances
- resulting from force majeure such as earthquakes, hurricane-force winds, volcano eruptions, floods, landslides, frost, damage by hail and snow, avalanches, flying objects, direct and/or indirect lightning strikes, vandalism and/or theft and/or other unpredictable events

Limitations of guarantee

This guarantee supersedes and equally expressly excludes all other explicit and implicit guarantees including, without being limited to, guarantees of civil law and suitability for particular applications and, moreover, all

other obligations or liabilities on the part of CS Wismar GmbH, unless other guarantees, obligations or liabilities have been expressly granted by CS Wismar GmbH in writing.

This guarantee is limited to the following components framework, glass, cells, connection cables incl. plug, connection box and foil.

If the solar module is integrated in further products or subjected to substantial product modifications, CS Wismar GmbH immediately disclaims any warranty.

Upon acceptance of the product, the purchaser shall be deemed to acknowledge that the product is in accordance with the contract and does not show any visible defects.

CS Wismar GmbH cannot be held liable for additional, consequential, indirect or other damage irrespective of cause or origin. This guarantee also excludes wear and tear.

For damage or any other events, the total liability of CS Wismar GmbH (if any) is limited to the product's purchase price paid to CS Wismar GmbH.

Warranty claims

For warranty claims, the purchaser must prove that the solar modules malfunctions exclusively result from material defects.

CS Wismar GmbH does not accept returned solar modules without a prior written request by CS Wismar GmbH.

The warranty does neither cover the transport costs for the return shipment of the solar modules or the shipping costs for repaired or replaced solar modules. Mounting, disassembly, accompanying or other consequential costs are excluded.

The rendering of services under this guarantee does not extend the period of guarantee.

The defect of the solar module has to be notified in writing within the respective period of guarantee. The letter of complaint has to be accompanied by a copy of the invoice.

A transfer of guarantee claims is not permissible.

2. Performance guarantee for solar modules

For glas/glas modules, CS Wismar guarantees that the actual output of the product will amount to at least 97 % of effective output during the first year after purchase of the product and as of the second year after purchase of the product, the effective output will decline annually by no more than 0,35 % for a period of 29 years, so that by the end of the 30th year after purchase an actual output of at least 87 % of effective output will be achieved.

For glas/foil modules, CS Wismar guarantees that the actual output of the product will amount to at least 97 % of effective output during the first year after purchase of the product and as of the second year after purchase of the product, the effective output will decline annually by no more than 0,68 % for a period of 25 years, so that by the end of the 26th year after purchase an actual output of at least 80 % of effective output will be achieved.

Power losses of the solar modules will be refunded by CS Wismar GmbH without legal obligation, at the sole discretion of CS Wismar GmbH, under the reservation of rights and in accordance with the aforementioned conditions if inspections conducted by CS Wismar GmbH reveal that such power losses are exclusively attributable to defects of the solar module.

The installation instructions, which have been expressly approved by CS Wismar GmbH, must be strictly complied with. The substructure used must correspond to the current state of technology. When calculating the respective structural loadings for the substructure, the respective current standards for wind and snow loads must be complied with.

Furthermore, the performance guarantee does not cover damage of the solar modules resulting from improper treatment, especially (even partially) deformation and improper modifications.

The performance guarantee applies exclusively for the power loss due to the module degradation. It does not cover any other defects of the solar modules.

The performance checks of the solar modules necessary for claiming on the performance guarantee are carried out under the following conditions (STC): cell temperature 25°C and radiated power 1000W/m² with AM-1.5 spectrum in a test construction calibrated by CS Wismar GmbH in accordance with IEC 60904.

Additionally, the performance guarantee is subject to the aforementioned conditions specified for the product guarantee.

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