

SOLAR SOLUTIONS WARRANTY & SERVICE LTD. 30-YEAR LIMITED WARRANTY TERMS FOR Glass-Glass PV MODULES OF THE BRAND 'AEG' BEING SOLD IN BENELUX

Solar module (PV module) types covered by the 30-year limited warranty:

AEG glass-glass PV modules

Thank you for choosing AEG Glass-Glass photovoltaic modules! The AEG brand is commensurate with the highest quality levels and to further emphasise this, we are giving the AEG customers in Benelux a limited product warranty which covers 30 (thirty) years and a linear limited performance warranty covering 30 (thirty) years as specified hereinafter.

1. EXTENT OF WARRANTY - GENERAL TERMS

This 30 year Limited Warranty (hereinafter also referred to as: "Warranty" is provided by Solar Solutions Warranty & Service Limited (UK Company House registration number 10362782; hereinafter "Solar Solutions W&S") and applies to AEG Glass-Glass photovoltaic modules (also referred to as "solar modules"; hereinafter: "Glass-Glass PV modules") purchased with the Warranty. For clarification Glass-Glass photovoltaic modules are manufactured by utilising sheets of glass on both the front and rear of the Solar panel. This is distinct from standard photovoltaic solar panels which are supplied with a glass front panel and a composite rear backsheet which is subject to a different warranty.

1

Solar Solutions W&S shall warrant the Glass-Glass PV module performance starting from the date of sale with the certifiable invoice (Sales Date) to the first Final Customer installing (Final Customer is the person or persons or legal entity that purchases the full system and installation such that the PV system which includes the Warranted Glass-Glass PV modules are owned by that person, persons or entity and the installation location for said system is the first and only warranted location (first installation) for the Glass-Glass PV modules.) the Glass-Glass PV modules (the Warranty Start Date). This Warranty is transferrable by the Final Customer to the purchaser of an already installed PV module insofar as the Glass-Glass PV module remains at its original place of installation.

1.1 Validity of this Warranty and Limitations

This Warranty applies to the region Benelux as far as the related Glass-Glass PV modules have been put into circulation in these related countries for the first time.

The present Warranty applies to all Glass-Glass PV modules which have been purchased by Final Customer in Benelux after 01.01.2020.

The Warranty as set forth herein is expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Solar Solutions W&S, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Solar Solutions W&S. Solar Solutions W&S shall have no responsibility or liability for damage or injury to persons or property, or for other loss or injury resulting from any cause arising out of or related to the Glass-Glass PV module, including, without limitation, any defects in the Glass-Glass PV module, or from use or installation except as provided hereinafter. Under no circumstances shall Solar Solutions W&S be liable for incidental, consequential or special damages. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Solar Solution W&S' aggregate liability, if any, in damages or otherwise, shall not exceed one hundred percent of the purchase price paid by the Final Customer specifically for the Glass-Glass PV modules excluding any other costs outlined in the seller's invoice.

Nothing herein shall be construed as to exclude any mandatory provision of law. The limitation hereunder shall be enforceable only to the maximum extent allowed by the applicable law.

Final Customer may receive this Warranty transmitted upon demand in text form from Solar Solutions W&S. This warranty can furthermore be downloaded from www.solarsolutions-ws.com

1.2 Notification of The Final Customer's statutory rights

This voluntary and independent Warranty exists independently of statutory and potential contractual rights of the Final Customer against the seller and/or installer of the respective PV module, which remain unaffected by this Warranty.

2. LIMITED WARRANTY

Solar Solutions W&S grants Final Customer this product warranty (2.1) regarding material defects of the respective PV module, as well as a performance warranty (2.2) regarding a power reduction of the respective PV module inside the timeframes indicated in the following.

2.1 Product warranty

Solar Solutions W&S warrants for each Glass-Glass PV module for a period of 30 (thirty) years in respect of the Warranty Start Date that the respective Glass-Glass PV module will be free of material defects in design, materials and workmanship that effect the performance of the Glass-Glass PV module. Material defects shall not include normal wear and tear.

2.2 Performance warranty

Solar Solutions W&S warrants for each Glass-Glass PV module as a voluntary, independent performance warranty:

GD202003 AEG Glass-Glass Modules 30 Years Limited Warranty Terms V3-20 EN

The Actual Power Output shall not be less than 97.0% of the Nominal Power Output in the first year, thereafter, for years two (2) through thirty (30), 0.5% maximum decrease per year, ending with the 82.5% of the Nominal Power Output in the 30th year after the Warranty Start Date .

The Nominal Power Output listed on the nameplate is the power in Watt (W) excluding any specified positive tolerance, which a Glass-Glass PV module generates under the following Standard Test Conditions (STC) according to the norm IEC 61215 in its Maximum Power Point (MPP):

- a) A light spectrum of Air-Mass (AM) 1.5
- b) An irradiation of 1000 W/m² at a 90° irradiation angle
- c) A module temperature of 25°C The deviation of the nominal power is to be determined under STC.

The Actual Power Output is determined according to the same procedure as described above.

2.3 Warranty Performance

Upon the Final Customer's notification (see "3. Warranty Case and Claiming Warranty Performance") Solar Solutions W&S shall determine whether the reported defect is eligible for coverage under Warranty. The Glass-Glass PV module's serial number must be legible and properly attached to the PV module in order to be eligible for Warranty coverage. If Solar Solutions W&S determines that the reported defect is not eligible for coverage under the Warranty, Solar Solutions W&S will notify the Final Customer accordingly and explain the reason why coverage is not available. If Solar Solutions W&S determines that the reported defect is eligible for coverage under the Warranty, Solar Solutions W&S will notify the Final Customer accordingly, and Solar Solutions W&S may, in their sole discretion, take any of the following actions:

- repair the Glass-Glass PV module at Solar Solutions' selected third party facilities or on-site; or
- issue a credit in a mutually agreed format for the defective Glass-Glass PV module at an amount up to its actual value (actual market price) at the time the Final Customer notifies Solar Solutions W&S of the defect, as determined by Solar Solutions W&S or
- provide the Final Customer with replacement units for the Glass-Glass PV module (comparable, new Glass-Glass PV modules from the current product portfolio of AEG at the time of the Extended Warranty case).

Solar Solutions W&S will determine whether the Glass-Glass PV module should be returned to Solar Solutions W&S (see 3.3 "Return of a Glass-Glass PV Module (Return Merchandise Authorization (RMA))"). If Solar Solutions W&S determine it is not possible to return the module Solar Solutions W&S will advise will as to how to dispose of the panel safely.

The remaining period of the original warranty period applies to newly supplied or repaired Glass-Glass PV modules.

3. WARRANTY CASE AND CLAIMING WARRANTY PERFORMANCE

3.1. Report of a warranty case

If the Final Customer feels there is a justified claim covered by this Warranty, he/she must immediately notify of the claim in writing:

- the dealer, who sold the Glass-Glass PV module, or
- the authorized distributor of Solar Solutions W&S for the designated country, or
- Solar Solutions W&S directly at the below contacts

Solar Solutions Warranty & Services Limited
Fairfield House, 104 Whitby Road
Ellesmere Port, Cheshire, United Kingdom, CH65 0AB
Email: warranty@solarsolutions-ws.com

The written report shall include the following information:

- Name and address of the Final Customer, installer, responsible seller.
- A copy of the invoice with reference to the claimed Glass-Glass PV module serial numbers / module type or purchase agreement and installation agreement.
- A copy of the installation test report following minimum requirements of IEC 62446 / IEC 60364-6 or in the case of residential installations a copy of the seller's invoice.
- A copy of the periodical maintenance reports as recommended or required by regional regulations or legal requirements (if any) and acceptance protocol of handover after the installation was finished and the system connected to the grid with all relevant measured system data.
- Glass-Glass Module type and Serial number(s), Quantity of the respective Glass-Glass PV module(s).
- Address of the place of installation of the respective Glass-Glass PV module, in as far as this address differs from the address of the Final Customer.
- A short but clear description of the problem at hand and what is claimed; a short description of the tests which may have already been performed and with which tools, and their results. In particular: a) regarding a material defect: High quality pictures of the defective Glass-Glass PV module which show the defect including pictures of the system and surrounding environment. b) In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry / layout as well as the pictures of shadowing situation at the location.

3.2 Deadline

A warranty case is to be reported within 4 weeks after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by Solar Solutions W&S shall be decisive. Email or fax communication is accepted.

3.3 Return of a Glass-Glass PV module (Return Merchandise Authorization (RMA))

Final Customer is only authorized to return the respective Glass-Glass PV module after prior written consent of Solar Solutions W&S. If recycling is necessary, it must be done via regional recycling organization following the national law or regulation.

3.4 Costs

Loss of use, loss of profits, loss of production, and loss of revenues are excluded from all warranty claims. Solar Solutions W&S will not cover costs for claims which are invalid.

4. LIMITATION OF LIABILITY

This Warranty applies only in case of proper use of in keeping with the respective conditions of operation and qualified installation according to the applicable installation guides. These can be obtained from Solar Solutions website www.aeg-industrialsolar.de. This Warranty will not apply if the material defect or the reduced power was caused by circumstances or acts which are beyond the control of Solar Solutions W&S and AEG as the Glass-Glass PV module manufacturer, in particular:

- faults caused by improper handling or mounting; power outage, surge voltage, lightning, accidental breaking of the Glass-Glass PV module;
- unauthorized alterations or modifications of the Glass-Glass PV module;
- faults resulting from disregard of widely acknowledged technical rules; operating or installation errors; faulty system layout, system configuration, or mounting, as well as improperly conducted cabling or installation works;
- faults resulting from the use of faulty parts, e.g. supporting structure, fastening elements, system components such as inverters, supply cables or bypass diodes;
- faults resulting from installation of or Glass-Glass PV modules from third-party suppliers;
- faulty use, e.g. operation of the Glass-Glass PV modules under unsuitable environmental conditions that do not comply with either product specifications, or with the operating manual, or with type label specifications;
- faults caused by incorrect or non-existent maintenance, testing, or action by third parties;
- glass breakage due to extraordinary causes, damage from flying objects, excessive mechanical stress, theft and natural phenomena / acts of god / force majeure (e.g. earthquake, fire, hail, direct and indirect lightning strike, high winds, flooding, snow load, avalanche, landslide, insect plague and other animal interference; acts of war, vandalism, riots, terrorist acts etc.), as well as any other damage caused by third parties, such as incorrect handling, transport, storage, operation, the use of force, or negligence by a party/person whom the Glass-Glass PV module manufacturer is not responsible for, or by the Final Customers themselves;

- furthermore, cosmetic defects which do not impair the performance of the Glass-Glass PV module shall not be considered as a warranty obligation. The Glass-Glass PV module is unchanged, has not been removed or obscured. The serial number can be found under the glass on the front side of the Glass-Glass PV module.

The following does not apply to Final Customer who are defined as consumers under European law:

The “Warranty” and “Performance Warranty” do not cover any labour cost, transportation charge, customs clearance or any other costs for return of the Glass-Glass PV module(s), or for reshipment of any repaired or replaced Glass-Glass PV module(s), or costs associated with installation, removal or re-installation of the Glass-Glass PV module(s).

5. SEVERABILITY

If a part, provision or clause of the Warranty Terms”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of the “Warranty Terms”, and to this end such other parts, provisions, clauses or applications of the “Warranty Terms” shall be treated as severable.

6. DISPUTES

In case of a dispute regarding the existence of a material defect or reduced power in a warranty case, Solar Solutions W&S will accept the statement of an accredited testing institute such as e.g. the Fraunhofer ISE in Freiburg im Breisgau or TÜV Rheinland in Cologne as binding. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

SOLAR SOLUTIONS WARRANTY & SERVICE LIMITED

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