

Limited Warranty

Version: July 2023

VDS Power GmbH (hereinafter referred to as “VDS”) hereby grants the following Limited Warranty to its customers (hereinafter referred to as “Customer”) for the photovoltaic modules (hereinafter referred to as “Products”) sold by VDS, subject to the terms and conditions herein (“Limited Warranty”).

1. Scope of validity

This limited warranty applies only to products sold by VDS with a valid invoice.

2. Warranty start date

VDS provides the warranty described herein commencing upon the date of delivery of the modules to the customer or from the date which is 180 (one hundred eighty) days after the date of manufacture of the module. The date of manufacture can be determined from the serial number: Digits 7 – 12 (YYMMDD), starting on the left side of the serial number.

3. Limited Product Warranty

VDS warrants there is no defect in material and workmanship under normal conditions of installation, use and maintenance within a period of 12 years from the warranty start date.

This limited product warranty also covers glass breakage if there was no external cause for such breakage (i.e., only glass breakage caused by the glass itself or the module is covered).

4. 25 Years Limited Power Warranty

VDS guarantees that the degradation rate will not exceed the following values in the specified period:

- i. 2.5% in the first year and
- ii. 0.55% per year from the second to the 25th year (from warranty start date, see point 2). Currently, the actual power is at least 80.7% of the nominal power.

5. Power Definition

“Nominal power (PO0)” means the original power in watts, specified on the nameplate of the module, and certified by VDS, excluding any specified tolerance. ¹

“Actual Power Output (POt)” means the peak power of the module in watts generated by the module at a specified time in a year after the warranty start date in its “maximum power point” under standard test conditions in accordance with IEC 61215, corrected for any measurement errors in accordance with EN 5038 (“STC”). STC are to be carried out as follows: a) light spectrum of AM 1.5; b) an irradiation of 1000W per m²; c) a cell temperature of 25 degrees centigrade at right angle irradiation.

¹ Based on the Flash Report supplied by the Manufacturer, the ±3% retesting tolerance is acceptable.

6. Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.

- i. The customer shall notify VDS of the claim by e-mail without delay, but no later than after 30 days. The notification shall specify the claim (defect or malfunction e.g., in connection with transport, storage and installation of the products) and include the proof for the purchase (commercial invoice stating the date of purchase, products and serial numbers).
- ii. Any dispute on technical facts relating to claims brought under this Limited Warranty for product defects shall be decided by experts. Customer and VDS shall, upon request of Customer or VDS, appoint as independent expert and arbitrator (“Technical Expert”) a reputable employee of a first- class international testing institute such as Fraunhofer ISE in Freiburg/Germany, TÜV (e.g., TÜV Rheinland, TÜV Süd or Shanghai TÜV). The decision of the designated technical expert shall be final, conclusive, binding, and enforceable in any proceeding brought hereunder.
- iii. The return of any defective product(s) will not be accepted unless prior written authorization has been given by VDS.

7. Exclusions and Limitations

The aforementioned “Limited Warranty” does not apply to any products which have been subjected to the following:

- i. Failure through incorrect project plan and incorrect installation.
- ii. Failure through installation by a service company or service technicians who are not qualified according to the relevant law and/or applicable regulations at the place of installation.
- iii. Type designation, nameplate or serial number have been changed, erased, or rendered illegible.
- iv. Dismantling and reinstallation at a location other than where it was originally installed after purchase or receipt of a replacement shipment from VDS.
- v. The installation of the product was carried out on mobile units, such as vehicles, ships, or offshore structures.
- vi. Exposure to current voltage or voltage peaks exceeding the maximum allowable.
- vii. Defective components in the construction on which the module is mounted.
- viii. Exposure to mold discoloration or similar external effects.

- ix. Exposure to the following additional factors:
 - a. extreme temperatures or extreme environmental conditions, or in the event of their rapid change
 - b. corrosion, oxidation, accidents, and natural forces (e.g., lightning, earthquakes, hurricanes)
 - c. unauthorized opening or modification of the products
 - d. repair with spare parts not approved by VDS
 - e. exposure to chemical products
 - f. events beyond the reasonable control of VDS (fire, flood, etc.)

8. Replacement or Refund Remedy

As Customer's sole and exclusive remedy under this Limited Warranty, VDS will, at its sole option, regarding to the applicable product(s) either

- i. refund the residual value of the defective product(s). For purposes of this Limited Warranty, the residual value shall be the purchase price of the defective product(s) divided by the warranty period (25 years) multiplied by the number of full years from the date of notice (see 6 i) to the end of the applicable warranty period
- or
- ii. replace the defective product(s) or any part thereof by a new or remanufactured equivalent at no charge. VDS reserves the right to provide a similar product to replace the defective product if the defective product is no longer manufactured or otherwise unavailable.

The Replacement of the defective product(s) will not renew or extend the warranty period.

9. Rights and Remedies against Third Parties

This Limited Warranty shall be understood as a separate warranty and independent of any other contractual agreements with third parties regarding the product(s). It shall be without prejudice to any rights, obligations and remedies the customer may have against third parties - regardless of their legal basis - due to defects, lack of conformity or illegality of the product(s). The rights and remedies provided hereunder shall be in addition to any other rights and remedies against third parties to which customer may be entitled by agreements with such third parties or by law.

10. Force Majeure

VDS shall have no responsibility or liability to Customer under this Limited Warranty for any failure or delay in performance by VDS to the extent caused by events of force majeure (e.g. war, riots, strikes, unavailability of suitable and sufficient labour) and any unforeseeable events beyond VDS's control, including, but not limited to, technical or physical events or conditions not known or understood at the time of sale of the defective Product(s) or filing of the applicable warranty claim under this Limited Warranty.

11. Limitation of Liability

To the maximum extent permitted by applicable law, VDS's aggregate liability according to this Limited Warranty shall not exceed the purchase price paid by the Customer for the defective product(s) in the case of a warranty claim.

The Customer acknowledges that the foregoing limitation of liability is an essential element of this warranty and that in the absence of such limitations the purchase price of the product(s) would be significantly higher.

12. Validity

This Limited Warranty shall be valid until a new revision is issued by VDS.

13. No other express warranty

Unless modified in writing and signed by an officer of VDS, the Limited Warranty set forth herein is VDS's only express warranty (written or oral) applicable to its products.

14. Severability Clause

Should any individual provision of this Limited Warranty be or becomes invalid, unenforceable, or illegal, the remaining provisions of this Limited Warranty shall remain unaffected.

15. Applicable Law and Jurisdiction

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Customer and VDS shall be governed by the laws of Germany.

All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of Germany.

16. Miscellaneous

The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between VDS and Customer and are subject to modification when incorporated therein. VDS reserves the right to modify or update this Limited Warranty at any time, with or without notice.