



## WARRANTY CONDITIONS FOR COMPOSITE MODULES

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### SUMMARY OF WARRANTY CONDITIONS

#### **Building-Related Application (Roof, Facade)**

##### TEN-YEAR PRODUCT WARRANTY

On material defects and processing errors.

##### FORTY-YEAR LINEAR PERFORMANCE WARRANTY

Minimum performance of 97% in relation to the nominal performance within the first year. Thereafter, the annual decrease in performance is a maximum of 0.31%. Minimum performance after 40 years is 85%.

#### **Non-Building Related Application**

##### FIVE-YEAR PRODUCT WARRANTY

On material defects and processing errors.

##### TEN-YEAR LINEAR PERFORMANCE WARRANTY

Minimum performance of 97% in relation to the nominal performance within the first year. Thereafter, the annual decrease in performance is a maximum of 0.77%. Minimum performance after 10 years is 90%.

Dear Customer,

You have made the excellent choice of purchasing composite PV modules from DAS Energy GmbH (hereinafter "DAS Energy"). The photovoltaic modules you have purchased were manufactured with great care and have undergone a final functional test. However, if a module shows a material or a manufacturing defect or suffers a drop in performance within the warranty period, we offer the following warranty in addition to the statutory warranty rights you have against your seller under the applicable sales law.

## ENTITLEMENT TO PRODUCT AND PERFORMANCE WARRANTY / NOTIFICATION OF CLAIM

**The basis of the warranty claim is registration with DAS Energy (according to Appendix 1) using the claim application form. This applies to all composite PV modules. For all building-related applications, an additional inspection of the PV modules by means of thermographic images is required within six months of the delivery date by DAS Energy.**

The delivered modules must be inspected for visible defects at the time of purchase. Any defects discovered during this process must be reported to DAS Energy immediately. Otherwise, no warranty claim can be made on these defects.

Please contact us in writing or electronically first.

If you have any further questions, please contact your vendor or DAS Energy directly at the following email address: [garantie@das-energy.com](mailto:garantie@das-energy.com). We ask our customers to understand that we cannot and will not accept unauthorised returns.

## SCOPE OF WARRANTY

The warranty is provided by DAS Energy GmbH, Ferdinand-Graf-von-Zeppelin-Strasse 18, 2700 Wiener Neustadt, Austria.

The warranty period begins with the purchase (invoice date) of a new solar module. Any provision of service subject to this warranty does not extend the warranty period.

## WARRANTY CONDITIONS FOR BUILDING-RELATED APPLICATIONS.

### VALIDITY

The warranty conditions listed below can be invoked solely for building-related applications (roof, facade). Without registration and submission of the thermographic images within six months of the date of delivery by DAS Energy, the product warranty and the performance warranty cannot be invoked.

Thermographic images:

- the system must be in operation; minimum irradiation at the time of recording: 400 W/m<sup>2</sup>;
- all modules should be documented by means of thermographic images,
- several modules can be documented with a single image if the camera resolution allows this;
- as usual with thermographic images, the real image + the thermographic image should be saved in each case;
- it must be possible to define geographical location of modules using the documentation;
- in case of irregularities, the serial number should be documented, and an individual image of the affected module should be made.

## TEN-YEAR PRODUCT WARRANTY

DAS Energy guarantees that modules that have been installed, used and maintained in accordance with the product information – in particular, the installation instructions described in the relevant product information – will have no material defects or workmanship defects for a period of 10 years from the date of new purchase. In the event of a module defect covered by this warranty (warranty claim), DAS Energy will decide whether the defect will be repaired or whether a fault-free module will be supplied.

## FORTY-YEAR LINEAR PERFORMANCE WARRANTY

In addition, DAS Energy provides the following performance warranty for modules installed in accordance with the relevant module specifications and other product documentation.

In the first year after new purchase, the PV modules will display a minimum performance of at least 97% of the nominal performance stated in the invoice. From the second year and for a period of 39 years, the PV modules will display a maximum annual performance loss (reduction) of 0.31%; i.e. after 40 years, the PV modules will display a performance of at least 85% of nominal performance.

All performance data refers to the measured values of the STC (Standard Test Conditions) applicable at the beginning of this warranty. The Standard Test Conditions are standardised test conditions for measuring the performance of solar modules. The currently applicable Standard Test Conditions are defined in the IEC standards EN 61215 and 60904-3.

In the event that the performance of a module falls below the minimum performance (warranty claim), DAS Energy may, at its own discretion, compensate for the differences from the guaranteed performance by:

- remedying the defect;
- exchanging the module;
- supplying an additional module;
- reimbursing the purchase price of the module;
- reducing the purchase price proportional to real and guaranteed performance.

Other payments, such as compensation, associated costs or damage, are not covered by the warranty.

# WARRANTY CONDITIONS FOR NON-BUILDING-RELATED APPLICATIONS

## VALIDITY

The following warranty conditions apply to non-building-related DAS Energy Composite PV modules.

### FIVE-YEAR PRODUCT WARRANTY

DAS Energy guarantees that modules that have been installed, used and maintained in accordance with the product information – in particular, the installation instructions described in the relevant product information – will have no material defects or workmanship defects for a period of 5 years from the date of new purchase. In the event of a module defect covered by this warranty (warranty claim), DAS Energy will decide whether the defect will be repaired or whether a fault-free module will be supplied.

### TEN-YEAR LINEAR PERFORMANCE WARRANTY

In addition, DAS Energy provides the following performance warranty for modules installed in accordance with the relevant module specifications and other product documentation.

In the first year after new purchase, the PV modules will have a minimum output of at least 97% of the specified nominal output. From the second year and for a period of 9 years, the PV modules will show a maximum annual power loss (reduction) of 0.77%, i.e. after 10 years, the PV modules will have an output of at least 90% of nominal performance.

All performance data refers to the measured values of the STC (Standard Test Conditions) applicable at the beginning of this warranty. The Standard Test Conditions are standardised test conditions for measuring the performance of solar modules. The currently applicable Standard Test Conditions are defined in the IEC standards EN 61215 and 60904-3.

In the event that the performance of a module falls below the minimum performance (warranty claim), DAS Energy may, at its own discretion, compensate for the differences from the guaranteed performance by:

- remedying the defect;
- exchanging the module;
- supplying an additional module;
- reimbursing the purchase price of the module;
- reducing the purchase price proportional to the real and guaranteed performance.

Other payments, such as compensation, associated costs or damage, are not covered by the warranty.

## EXCLUDED FROM THE PRODUCT AND PERFORMANCE WARRANTY

The following cases are excluded from the warranty:

- incorrect use, modification of the modules or incorrect handling;
- installation or use leading to faults, e.g. due to disregarding the installation and use instructions, incorrect statics, etc.;
- faulty system configuration, e.g. the installation of mutually incompatible modules with each other and inappropriate systems planning, design, especially incompatible inverters;
- incorrect or insufficient maintenance and servicing;
- use for purposes not in accordance with the product information (as stated in each applicable module data sheet) and failure to comply with the installation and operating instructions;
- damage due to environmental reasons such as pollution of any kind, fire, explosion, smoke or charring;
- damage caused by natural forces, especially lightning, hail, frost, snow, storms etc. or damage caused by wilful damage, vandalism, acts of violence, etc.;
- damage to the photovoltaic system on which the modules are installed or caused by factors such as voltage fluctuations, peak power, overloads, power failure, etc.;
- scratches, stains, mechanical wear, rust, mould, degradation, discolouration and other changes occurring after delivery of the modules but not resulting in any impairment of the mechanical stability of the product or any reduction in performance beyond that specified in the performance warranty;
- where DAS Energy modules are modified or used in applications involving other products without written consent from DAS Energy;
- where the serial number or product identification has been removed, altered, erased or rendered unrecognisable or is no longer clearly identifiable for any other reason beyond DAS Energy's control and it is therefore not possible to clearly identify the modules;
- this warranty does not apply to modules used on mobile carriers such as motor vehicles or ships. The same applies to the use of the modules in large quantities of snow where the conditions of use exceed the stated specifications in the relevant product information.

As part of the warranty, there is no entitlement to compensation for reimbursement of the costs of dismantling, installation or replacement, loss of earnings or indirect damage.

## **WARRANTY SERVICE FEATURES**

In all cases, DAS Energy will decide how warranty claims will be settled. DAS Energy may assign a third party service partner to this purpose.

DAS Energy will cover the costs of a technical inspection and transport in a warranty claim. If no warranty claim is found to exist, these costs will be charged to the claimant.

DAS Energy reserves the right to decide whether defective product shall be returned to DAS Energy and provide the Customer with appropriate instructions in this regard.

DAS Energy will accept warranty performance obligations only if the performance parameters measured by DAS Energy in the STCs (Standard Test Conditions) have not been achieved.

Modules sent to DAS Energy during the return process remain the property of the customer until the inspection has been completed. If a replacement takes place during the warranty period, title of ownership of these modules will be transferred to DAS Energy.

DAS Energy hereby guarantees identical or better quality of any replacement part for troubleshooting purposes and that these will also be covered by the product warranty for the remainder of the warranty period.

If DAS Energy supplies a replacement or additional module based on this warranty policy, then the replacement or additional module will be of the same or similar type of product range available at the time of the claim, as long as they are suitable for the intended use and the original module type is no longer available.

There is no entitlement to compensation for reimbursement of the costs of dismantling, installation or replacement, loss of earnings or indirect damage.

## **APPLICABLE LAW AND JURISDICTION**

These warranty conditions are governed exclusively by Austrian law. The UN Convention on Contracts for the International Sale of Products does not apply. The place of jurisdiction is Vienna, Austria.

## **NO LIMITATIONS ON STATUTORY WARRANTY CLAIMS**

Any and all statutory warranty rights you may have against your vendor in the event of a material or legal defect and in accordance with applicable sales law are not limited by this warranty. You have the right to invoke statutory warranty rights without regard to whether the claim is a statutory warranty claim or an entitlement under this warranty.

## Appendix 1 Warranty Claim Form

Installed System / Location	
Company:	
Contact person:	
Street:	
Postcode & City:	
Phone:	
Email:	

- Type of Plant:**
- commercial building
  - office building
  - public building
  - single / multi-family house
  - carport
  - other

System Owner / Operator	
Company:	
Contact person:	
Street:	
Postcode & City:	
Phone:	
Email:	

Roofers		Electrical installer	
Company:		Company:	
Contact person:		Contact Person:	
Street:		Street:	
Postcode & City:		Postcode & City:	
Phone:		Phone:	
Email:		Email:	

Installation Date: \_\_\_\_\_

Any special requirements for entering the installation site: \_\_\_\_\_

### Technical Data of the PV System:

Performance per solar module [Wp]:	Number of solar modules:
Installed DC power [kWp]:	Number of inverters:
<b>Please attach the following documents (for processing only if complete):</b>	
- Proof of purchase (invoice) of modules	- List of the serial numbers of the solar modules
- List of the inverters used	- String connections to the inverters
- Measurement protocol electrical string values (Uoc, Isc, Riso, Umpp, Impp)	

### Please send the completed document (including attachments) by letter or email to:

Address	DAS Energy GmbH Ferdinand Graf von Zeppelin-Strasse 18 2700 Wiener Neustadt Austria/Europe
Email	garantie@das-energy.com

### Information on the Data Protection Regulation:

We process personal data (name, address, telephone number, email address) in order to keep in touch by post, email or telephone. Relevant data (only non-sensitive data such as name, address, telephone number and email address) will be stored in accordance with Austria's federally mandated retention period. If you do NOT agree to this, please email us at [office@das-energy.com](mailto:office@das-energy.com) with the subject "GDPR Decline of Acceptance". Your data will be deleted immediately after your request or after the legal retention period of the Austrian government.

Date \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_