

# Guarantee for photovoltaic modules of the Vitovolt 300 series

Viessmann Werke GmbH & Co. KG D-35107 Allendorf

Each photovoltaic module of the "Vitovolt 300" series – hereinafter referred to as "PV Module" – produced by Viessmann Werke GmbH & Co. KG – hereinafter referred to as "Viessmann" – is produced in accordance with the most rigorous processing regulations and quality standards, and undergoes a final inspection to test its functionality and performance. Viessmann therefore provides the following product and output guarantees for the PV Module. Any Viessmann customer who has purchased the PV Module from Viessmann – hereinafter referred to as "Viessmann Trade Partner" – is entitled to make claims under these guarantees.

## 1. Product guarantee

Viessmann guarantees that all module components and their workmanship will remain free from significant defects in terms of material or workmanship for a period of twelve years starting from the time of delivery to the Viessmann Trade Partner. If the PV Module develops a significant defect in terms of material or workmanship within the stated guarantee period, Viessmann will provide compensation for this defect, choosing at its discretion to remedy the defect either through repair, replacement or another form. The Viessmann Trade Partner shall prove the defect in terms of material through a material testing procedure recognised by Viessmann. On no account shall visual impairments constitute a significant defect in terms of material. For the avoidance of doubt the Viessmann Trade Partner is put on notice that, as with all materials that are exposed to different environmental conditions, PV modules are subject to natural degeneration (ageing process) and may change their appearance within the operating period.

Any claims other than those mentioned above – in particular compensation for costs such as, for instance, transport costs, costs of material testing procedures, costs for dismantling and installation, as well as on-site examinations or other indirect costs or damages claims – are excluded. This guarantee is not automatically extended in the event that Viessmann repairs or replaces an item or provides any other compensation.

## 2. Output guarantee

Viessmann provides a guarantee to the Viessmann Trade Partner that the actual output of the PV Module will not reduce by more than 3 % in the first year of operation, starting from the rated output specified on the datasheet and the PV Module label under STC (standard test conditions, which are defined as follows: radiation of 1000 W/m<sup>2</sup> at a spectral density of AM 1.5 and a cell temperature of 25 °C). From the second year of operation until the end of the 25th year of operation, Viessmann guarantees that a further output reduction will not amount to more than 0.71 % per year relative to the original rated output, so that at the end of the 25th year of operation, the PV Module will still achieve an output of at least 80 %, starting from the specified rated output under STC.

This output guarantee only applies to output reductions resulting from natural degeneration (ageing process) of cells, foils or glass. Output reductions resulting from product or manufacturing faults are excluded from the output guarantee.

If the PV Module fails to achieve the minimum output guaranteed above within the respective guarantee period, as evidenced by way of an output test to be provided by the Viessmann Trade Partner, Viessmann will provide compensation for this shortfall in output, choosing at its discretion to remedy the shortfall either through repair, replacement or in another form. The output test must be carried out under STC (standard test conditions, which are defined as follows: radiation of 1000 W/m<sup>2</sup> at a spectral density of AM 1.5 and a cell temperature of 25 °C). The output test must be carried out

in accordance with DIN 60904 by a test laboratory that is authorised to test PV modules and is certified as an accredited test laboratory to DIN 17025. In the output test, errors of measurement must be taken into account as per EN 50380.

Any other claims for compensation for costs incurred – such as, for instance, transport costs, costs of output tests, costs for dismantling and installation, as well as on-site examinations or other indirect costs or damages claims – are excluded. This guarantee is not automatically extended in the event that Viessmann repairs or replaces an item or provides any other compensation.

## 3. Assertion of claims arising from the product and/or output guarantee

Guarantee claims arising from the product and/or output guarantee must be registered in writing (together with a copy of the relevant invoice) by the Viessmann Trade Partner and addressed to the address set out below within the guarantee period as soon as the facts that give rise to the claim become known.

If rights from this guarantee are transferred to a third party by the Viessmann Trade Partner, the guarantee claim must be processed by the Viessmann Trade Partner, who will make contact with Viessmann, inform Viessmann about the circumstances of the case and receive deliverables from Viessmann. If the Viessmann Trade Partner ceases trading, goes into liquidation or goes bankrupt, the assignee is entitled to make direct contact with Viessmann. In that case Viessmann will appoint a different trade partner who will process the guarantee. On no account will the guarantee be processed directly via Viessmann.

Guarantee claims require that the Viessmann Trade Partner has complied with its statutory duty to examine goods and notify the other party of any defects.

## 4. Exclusions of liability under the guarantee

This product and/or output guarantee shall not apply to output reductions and defects in terms of material and workmanship caused by incorrect transport or storage, handling, operation, connection, maintenance or third-party influence. Also excluded are output reductions and defects in terms of material or workmanship due to the following:

- Use of incorrect system components such as inverters, installation systems, connecting cables or semiconductor diodes.
- Installation of the PV Module by unqualified or untrained persons.
- Linking the PV Module to PV modules that are not of an identical design or to PV modules from other manufacturers.
- Incorrect wiring or incorrect connection of the PV Modules, or incorrect handling during this work.
- Glass breakage due to an external force as well as vandalism or theft.
- Use of the PV Module on moving objects such as vehicles, boats or aeroplanes.
- Occurrence of a natural disaster such as an earthquake, typhoon, tornado, volcanic eruption, flood, direct or indirect lightning strike, snow, avalanche, landslide or any other unforeseeable circumstance.

- Interference with and changes made to the PV Module without the express consent of Viessmann.
- Use of the PV Module other than for its intended purpose, i.e. power generation through insolation.
- Use of the PV Module under unusual environmental influences, in particular in contact with salt water, sand storms, overvoltage and magnetic fields.

Claims are excluded if the PV Module is missing its serial number and/or the Viessmann logo, or the PV Module cannot be uniquely identified as a Viessmann PV module for any other reason.

#### **5. Miscellaneous**

This guarantee is subject to the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Paragraph 443 section 2 of the BGB [German Civil Code] does not apply to this guarantee.

This guarantee does not limit or exclude any statutory warranty claims on the part of the Viessmann Trade Partner.

The only place of jurisdiction for all parties for any disputes arising from or in connection with this guarantee, as far as permissible, is Frankenberg/Eder (Germany).

#### **As of 01/06/2019**

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