

Warranty conditions for thin film solar modules of ersol Thin Film GmbH

ersol Thin Film GmbH, Erfurt (Germany), hereinafter referred to as ETF, shall offer an independent warranty to the final purchaser (final customer) for the thin film solar modules they manufacture. This warranty applies based on the following conditions:

1.

ETF guarantees that the thin film solar modules will

- a) Provide at least 90% of the minimum performance (specified in the data sheet or on the product plate attached to the respective model) within a time period of 12 years after the final customer has purchased the modules and no later than 13 years after the modules have been manufactured.
- b) Provide at least 80% of the minimum performance (specified in the data sheet or on the product plate attached to the respective model) within a time period of 25 years after the final customer has purchased the modules and no later than 26 years after the modules have been manufactured.

2.

The warranty will only be granted to the final customer, and the warranty declaration does not apply to distributors. Final customers are all those parties who have purchased thin film solar modules through a distributor and not directly from ETF. The warranty can be transferred, as is, to a subsequent owner (final customer).

3.

For warranty claims to be accepted, the final customer must submit the certificate of warranty along with the original bill of sale to ETF and claim, in writing, that the module performance has fallen below the minimum performance guaranteed by ETF. The module performances shall be

measured by ETF under standard test conditions (25°C module temperature, irradiation of 1000 W/m² and spectrum AM 1.5). The final customer must maintain the standard test conditions while producing evidence that the performance has fallen below the guaranteed minimum. ETF reserves the right to test whether the module performance falls below the base limit. Furthermore, in order for the warranty claims to be accepted, the thin film solar modules must have been subjected to proper use according to their intended purpose and the modules must not have any excessive signs of wear and tear or external damages that do not coincide with normal use. The serial number and/or type plate must not be damaged, and the installation and operating instructions must have been followed without fail. The permissible conditions and safety and warning notes specified in the installation and operating instructions must have been followed for the warranty claims to be accepted.

4.

When a warranty claim is made, ETF shall, at its own discretion, replace the module(s) with a new module(s) of the same type or reimburse the current market value of the module(s). If, at the time of the warranty claim, the thin film modules are no longer produced, ETF is entitled to provide the customer with a corresponding equivalent. In such a case, ETF is free to demand the difference between the gross value of the replacement module(s) and the current market value of the module(s) being replaced.

5.

The final customer shall bear the transport and installation costs for the thin film solar modules. This does not apply if the warranty claim comes into effect within the first 24 months after the modules have been purchased by the final customer and the final customer cannot obtain reimbursement for the transport and installation costs from the seller of the modules. In this case, ETF shall bear the transport and installation costs up to the sum of half of the net value of the replacement modules.



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