

**Warranty Conditions of Heckert Solar AG Chemnitz / Germany, for Crystalline Solar Modules.**

1. Product warranty
  - 1.1. Heckert Solar AG (hereinafter referred to as Heckert Solar) warrants for the standard brand modules it delivers that they are free from material and manufacturing faults. Any natural impairment is not deemed to be a fault.
  - 1.2. The warranty period is 11 years from the date of delivery to the contracting party of Heckert Solar.
  - 1.3. Defective modules shall be replaced or rectified at the discretion of Heckert Solar in an adequate time. The warranty shall, at the option of Heckert Solar, include repair, replacement or the refund of the purchase price. The warranty excludes costs for the removal, transport and re-installation of modules as well as any loss of earnings. Further claims, in particular claims to damages, are also excluded. Replaced solar modules shall become the property of Heckert Solar.
  - 1.4. The types of glass used for the solar modules are very high-class products that can only break as a result of mechanical impact by third parties. For this reason, no warranty is accepted for the glass.
  
2. Performance warranty against degradation of the solar modules
  - 2.1. Heckert Solar warrants that the solar cells used in the solar module provide during a period of:
 

10 years 90% and  
25 years 80%

 of the minimum power shown in the data sheet of the year of production. The periods are valid from the date of delivery to the contracting party of Heckert Solar.
  - 2.2. This warranty is based on the module power measurement by Heckert Solar with its own measuring devices under standard test conditions (25°C cell temperature, irradiation 1000 Watt/m<sup>2</sup> and spectrum AM 1.5).
  - 2.3. The performance warranty becomes effective whenever the solar module verifiably provides less power than the percentage figures stated above as minimum power.
  - 2.4. Solar modules whose performance is below the granted power mentioned under point 2.1 shall be replaced or rectified at the discretion of Heckert Solar in an adequate time. The warranty includes, at the option of Heckert Solar, the delivery of additional solar modules or the replacement of delivered solar modules with new or repaired modules or a partial refund of the purchase price. If the originally delivered module type is no longer produced in series, replacement and additional modules of the respective current standard types shall be delivered. The warranty does not include costs for the removal, transport and re-installation of the modules and any loss of earnings. Further claims, in particular claims to damages, are also excluded. Replaced solar modules shall become the property of Heckert Solar.
  - 2.5. The assured warranty period shall not be extended by additional deliveries, replacements or repairs.
  
3. The product and performance warranty is excluded
  - if the defect in a solar module was caused by system components such as cables, inverters, connectors etc;
  - if the drop in power was caused by excess voltage, lightning, flooding, fire or similar events;
  - if the modules were impaired by misuse, negligence, accident, vermin, mechanical impact or force majeure;
  - if the modules were destroyed, damaged or impaired by improper installation, application and handling, operation, storage or transport, by soiling or operation in unsuitable environment conditions;
  - if the solar module was technically manipulated in any manner whatsoever (e.g. exchange of plugs);
  - if the modules were subjected to third-party interference;
  - if series numbers or identification plates were manipulated or the modules cannot be unambiguously identified for any other reasons.
  
4. Assertion of warranty rights
  - 4.1. The warranty rights can be asserted against Heckert Solar directly or via the contracting party of Heckert Solar using the form "Complaint" upon presentation of copies of the respective delivery note and the invoice concerned of Heckert Solar or the seller.
  - 4.2. Heckert Solar must be notified in writing of any obvious defects without delay, however within 7 days after receipt at the latest, and of hidden defects immediately after discovery. Modules objected to which are returned without prior written request to do so by Heckert Solar shall not be accepted.  
Further claims in addition to those named above are excluded. In particular, a claim for the compensation of damage to any object other than the supplied modules is excluded. This shall not apply in case liability is prescribed by law for intent, gross negligence, the absence of warranted characteristics and the culpable breach of essential contractual duties. Heckert Solar is also not liable for any other claims for damages of contracting parties, such as those based on a positive breach of contract, a breach of duties relating to contractual negotiations or tortious acts, unless Heckert Solar, its representatives or vicarious agents can be charged with gross negligence or intent. Heckert Solar is also not liable for consequential damage.
  - 4.3. The limitation period for claims for damages is six months from the time the risk is passed and six months after the damage occurred at the latest.

The present warranty conditions supersede any previous warranty conditions. Heckert Solar is not liable for any additional damage, consequential damage or any other kind of damage caused. The laws of the Federal Republic of Germany apply.