

WARRANTY DECLARATION FOR PHOTOVOLTAIC MODULES

Dear TRIMAX Solar customer,

Photovoltaic modules from TRIMAX Solar GmbH (hereinafter referred to as TRIMAX Solar) are produced and final tested with the utmost care. However, in the event of a defect in material and/or workmanship or a loss of performance, in addition to the statutory warranty claims to which you are entitled against your seller, you may make a claim against TRIMAX Solar under this product and performance warranty subject to the following conditions. The warranty includes repair, replacement of an identical or similarly performing module, or refund of the purchase price, at TRIMAX Solar's option. The warranty statements do not apply to intermediaries or installers.

PRODUCT GUARANTEE

TRIMAX Solar warrants its photovoltaic modules (hereinafter referred to as "Product(s)") to be free from defects in materials and workmanship under normal and workmanlike use, installation, operation and maintenance for a period of fifteen (15) years from the date of sale to the contracting party. The product warranty covers the components: Frame, Glass, Cells, Cable, Connector, Junction Box and Foil. This includes only the function, so for example discoloration does not constitute a fault or defect under this product warranty. Micro cracks are not included in the warranty. They can occur due to improper transport, assembly and operation. If, due to a defect in one or more components, a product does not meet this defect-free quality that guarantees the proper technical functioning of the product, TRIMAX Solar will fulfill its warranty obligation by replacing the defective product with a comparable, defect-free product for a period of fifteen (15) years from the date of transfer of the product by TRIMAX Solar to the original purchaser. The place of performance shall be the registered office of TRIMAX Solar.

PERFORMANCE GUARANTEE

TRIMAX Solar warrants that each solar module will perform at 90% of the stated minimum power output (taking into account normal measurement tolerances) for a period of 12 years and 80% for a period of 25 years. The warranty period starts from delivery to the contractual partner of TRIMAX Solar. The basis of this warranty is a power measurement under standard test conditions (according to IEC EN 61215 and 60903-3). The warranty includes, at TRIMAX Solar's option, the delivery of additional modules or the replacement of the delivered solar modules by means of new or repaired replacement modules or the partial refund of the purchase price. TRIMAX Solar GmbH is entitled to deliver another, equivalent product type (different size, shape, color and/ or performance parameters). The warranty does not cover costs for the removal, transport and reinstallation of the modules as well as any loss of yield. Further claims, in particular claims for damages, are also excluded.

LIMITATION / EXCLUSION OF GUARANTEE COVERAGE.

This warranty excludes performance losses or defects caused by improper handling, assembly, design, operating errors, external influences or other effects. In particular, losses of performance and defects are excluded which are

- due to natural forces, force majeure and other unforeseeable circumstances beyond the control of TRIMAX Solar GmbH, such as damage caused by storms, floods, lightning, earthquakes, volcanic

eruptions, damage from snow load - resulting from the fact that the maximum permissible snow load according to the operating instructions was exceeded - , etc.;

- due to operation under unsuitable ambient conditions or unsuitable methods deviating from the product specifications, operating instructions or nameplate data or external stress;
- due to influences such as contamination on the front glass, contamination or damage due to unusual environmental or weather influences such as smoke, hot steam or steam saturated with greasy or other chemical substances, or the like;
- due to faulty design, configuration and/or assembly of the equipment or its individual components;
- due to harmful influences, by paint applied to the module or unsuitable cleaning agents;
- due to improper or faulty wiring work, installation work or handling during such work;
- due to system parts, devices and system components such as diodes, connection cables, inverters, etc., which have not been properly coupled to the module or have been coupled to the module by professionally qualified personnel, or due to other devices or the method of mounting such devices;
- due to improper maintenance and improper testing;
- due to glass breakage caused by external impact;
- in case of use on mobile units such as vehicles, ships, etc., unless its use is expressly authorized for this purpose;

have occurred. Micro-cracks are not covered by the warranty. They may occur due to improper transportation, installation and operation. During operation of the photovoltaic modules, various discolorations and shading of individual or several module components may occur over the period of use. This does not result in any claims under this warranty. Warranty claims cannot be transferred to third parties.

CLAIM UNDER THE WARRANTY

The provision of warranty services does not extend the warranty period. The warranty period begins with the handover of the goods from TRIMAX Solar GmbH to its first purchaser. Warranty service shall only be provided if the defect/loss of performance is reported in writing immediately after discovery by the purchaser, the respective seller/dealer or TRIMAX Solar GmbH by providing evidence of the original invoice, delivery date, module type and serial number. TRIMAX Solar GmbH will not accept any return of modules without prior written consent. The warranty is void if the module type or serial numbers have been altered, erased, removed or made illegible. The loss of performance must be proven by a recognized test institute/test procedure/expertise. In order to fulfill the warranty promises, TRIMAX Solar GmbH is entitled to deliver another, equivalent product type at its own choice (different size, shape, color and/ or performance parameters). Furthermore, in the case of replacement products, there shall be no claim to the use of new or as-new products. If TRIMAX Solar GmbH offers a replacement service for defective or degraded modules as a substitute or supplement, this shall not include the costs for the removal/replacement of the products complained about, the reimbursement of the costs in case of loss of remuneration and the transport from our warehouse to the contractual partner. The replaced modules shall become the property of TRIMAX Solar GmbH upon request.