

## **DECLARATION OF GUARANTEE FOR PHOTOVOLTAIC MODULES**

Photovoltaic modules of TRIMAX Solar GmbH (hereinafter referred to as TRIMAX Solar) are produced with highest and tested several times during and after production. However, should there ever be a defect in material and/or workmanship or a loss of performance, you may, in addition to the statutory TRIMAX Solar from this product and performance guarantee, in addition to the legal warranty claims that you are entitled to from this product and performance guarantee under the following conditions. The guarantee includes the repair, the replacement delivery of an identical or similarly performing module or reimbursement of the purchase price, at TRIMAX Solar's option. The guarantee statements do not apply to intermediaries or installation companies.

### **PRODUCT GUARANTEE**

TRIMAX Solar guarantees that its photovoltaic modules (hereinafter referred to as "Product(s)") will, under normal and installation, operation and maintenance, for a period of fifteen (15) years from the date of date of sale to the contracting party, will be free from defects in materials and workmanship. For glass/glass modules of all performance classes, an extended product guarantee of thirty (30) years shall apply. The product guarantee refers to the components: Frame, glass, cells, cable, connector, junction box and foil. and foil. This includes only the function, so that, for example, a discoloration is not an error or defect does not represent a fault or defect in the sense of this product guarantee. Micro cracks are not part of the guarantee. They can occur due to improper transport, assembly and operation. Should a defect of one or more components, the product does not comply with this fault-free quality which guarantees the proper technical functioning of the product, TRIMAX Solar shall not be liable for any damage during the fifteen (15) years or thirty (30) years, as the case may be, from the date of delivery of the product by TRIMAX Solar to the original purchaser. TRIMAX Solar shall fulfill its guarantee obligation by replacing the defective product with a comparable defect-free product, defect-free product. The place of performance shall be the registered office of TRIMAX Solar.

### **PERFORMANCE GUARANTEE**

Subject to the terms and conditions of this limited guarantee, TRIMAX Solar guarantees that each solar module will be after a period of twenty-five (25) years, continue to produce at least 85% of its stated rated power output (taking into account normal measurement tolerances). For modules with TOPCon or HJT technology, the following applies an extended performance guarantee of 30 years/85% nominal power. In the first year of operation, the rated output power of the module is not less than 98%. From the 2nd up to and including the 25th/30th year of operation, the actual annual power reduction is not more than 0.54%. At the end of the 25th/30th year of operation, the rated output power is not less than 85%. The guarantee period starts from delivery to the contractual partner of TRIMAX Solar. The basis of this guarantee is a power measurement under standard test conditions (according to IEC EN 61215 and 60903-3). The guarantee includes at TRIMAX Solar's option, the delivery of additional modules or the replacement of the delivered solar modules with new or repaired ones or 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). Not covered by the guarantee are costs for the removal, transport and reinstallation of the modules as well as any loss of yield. Further claims, in particular those for damages, are also excluded.

## LIMITATION / EXCLUSION OF GUARANTEE SERVICES

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

- due to forces of nature, force majeure and other unforeseeable circumstances beyond the TRIMAX Solar's control, such as storms, floods, lightning, earthquakes, volcanoes, earthquakes, earthquakes, earthquakes, damage caused by storms, floods, lightning, earthquakes, volcanic eruptions, damage from snow loading – which resulting from the fact that the maximum permissible snow load according to the operating instructions has been exceeded, etc.
- due to operation under unsuitable environmental conditions or unsuitable methods deviation from the product specifications, operating instructions or nameplate data or external stress;
- due to influences such as impurities on the front glass, contamination or damage by unusual environmental or weather conditions such as smoke, hot or greasy water or other greasy steam or steam saturated with other chemical substances, or the like;
- due to faulty design, configuration and/or assembly of the equipment or its individual components;
- due to damaging influences, by varnishes applied to the module or unsuitable cleaning agents;
- due to improper or faulty wiring work, installation work or handling during such 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 connected to the module or have not been connected to the module by qualified or due to other devices or the mounting method of such devices;
- due to improper maintenance and improper testing;
- due to glass breakage caused by external impact;
- use on mobile units such as vehicles, ships, etc., unless its use is expressly authorized for this purpose; or is not expressly permitted for this purpose;

Micro-cracks are not covered by the guarantee. They can be caused by transport, installation and operation. During the operation of the photovoltaic modules various discolorations and shading of individual or several module components may occur during the module components may occur. This does not result in any claims under this guarantee. Guarantee claims cannot be transferred to third parties.

## CLAIMING THE GUARANTEE PROMISE

The provision of guarantee services does not extend the guarantee period. The guarantee period begins with the delivery of the goods from TRIMAX Solar to its first purchaser. The guarantee service is provided only if the defect/loss of performance is reported 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 in writing. TRIMAX Solar shall not accept the return of modules without prior written consent.

The guarantee is void if the module type or serial numbers are altered, deleted, removed or made illegible. The power loss must be verified by a recognized test institute/test procedure/expertise. In order to fulfill the guarantee promises TRIMAX Solar shall be entitled, at its own discretion, to deliver a different, equivalent product type (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 good as new products. If TRIMAX Solar offers a replacement service for defective or degraded modules as a replacement or supplement, this shall not include the costs for the the removal/replacement of the rejected products, the reimbursement of 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 upon request.

Stuttgart, den 28.06.2023

TRIMAX Solar GmbH