

AVANCIS WARRANTY TERMS AND CONDITIONS FOR PHOTOVOLTAIC MODULE(S)

AVANCIS GmbH¹, registered at Solarstraße 3, 04860 Torgau, Germany (hereinafter 'AVANCIS'), assumes the following product and performance warranty (hereinafter 'AVANCIS warranty') for customers who purchase photovoltaic modules (hereinafter 'product') from AVANCIS (hereinafter 'AVANCIS customers').

1. Product guarantee

AVANCIS guarantees, under the conditions of this warranty for a period of ten years from the date of delivery to the AVANCIS customer (hereinafter 'delivery date'), that the modules do not have any material or processing defects.

2. Nominal power guarantee

AVANCIS guarantees its PV modules under the conditions of these warranties if:

- (a) Within the first ten years from the delivery date, the measured performance exhibit under standard test conditions² is at least 90 per cent of the reported nominal performance (taking into account the tolerances); or
- (b) Within 25 years from the date of delivery, the measured output exhibit under standard test conditions² is at least 80 per cent of the nominal output (taking into account the tolerances).

3. Warranty exclusions

a) The AVANCIS warranty does not cover defects and reduced performance as a result of:

- Misuse or improper use, negligent behavior or accident;
- Modifications, improper installation or use;
- Non-compliance with the installation instructions and the safety and maintenance regulations of AVANCIS;
- Repairs or modifications that have not been carried out by service technicians authorized by AVANCIS;
- Over-voltage due to power failure, lightning strike, flood, fire, accident damage or other events that cannot be influenced by AVANCIS.

Glass breakage, caused by mechanical stress above the values given in the product data sheet for the module, is also excluded.

In addition, the following restriction applies to PowerMax® modules: Only visually perceptible deviations, such as discoloration, soiling, scratches, traces of wear, etc., which do not impair the functionality of the product, do not constitute material or processing defects.

The following restriction applies to PV modules of the SKALA® type: Visual deviations only represent a defect if they can be seen with the naked eye from a distance of six meters.

b) The claims for a reduction in performance due to material or processing defects are excluded from the eleventh year from the date of delivery.

c) Any warranty claims are excluded if the type or serial number of the PV module has been changed, removed or made illegible.

4. Warranty and exclusion of liability

In the case of a warranty claim, AVANCIS can, at its own discretion, repair the defective modules, deliver replacement modules or compensate for the difference in performance to the nominal output through repair, subsequent delivery or additional delivery. AVANCIS can refund the purchase price under an annual reduction of four per cent from the original purchase price or reduce the purchase price.

Far-reaching claims for indirect damage or consequential damage such as reimbursement of transport costs, removal and installation costs, costs of technical investigations, loss of earnings or similar claims are excluded.

Loss of use, profit, production and income are expressly and without limitation excluded.

Exclusion of liability does not apply in the event of personal injury or in cases of willful misconduct, gross negligence, culpable violation of essential contractual obligations (cardinal obligations) or the Product Liability Act or other mandatory laws.

The guarantee period is neither extended nor renewed by providing the guarantee services.

5. Assertion of claims from the AVANCIS guarantee

Claims from the AVANCIS guarantee must be submitted in written form to AVANCIS (Solarstraße 3, 04860 Torgau, Germany; email: claim@avancis.de) within a period of eight weeks after AVANCIS customers become aware of the circumstances of the claim.

A return of PV modules is only permitted after a receipt of written consent from AVANCIS.

Guarantee claims from the AVANCIS guarantee are not transferable without the written consent of AVANCIS.

6. Unlimited warranty claims

The statutory warranty claims against AVANCIS remain unaffected.

7. Choice of law and jurisdiction agreement

These warranty conditions are subject exclusively to German law, excluding international private law (IPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction is Leipzig, Germany.

8. Specific warranty statement for the products purchased in Australia

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Contact information to the exclusive importer for Australia:
 Company: Fethers Architectural Pty Ltd
 Address: 740 Lorimer Street, Port Melbourne, Vic 3207, Australia
 P.O. Box 99, Port Melbourne, Vic 3207
 E-mail: gfethers@gfethers.com.au
 Phone: +61 3 9646 5266
 Fax: +61 3 9646 2535
 Web: www.gfethers.com.au
 Australian Business Number (ABN): 18120360527

¹ Phone: +49 (0) 3421 7388-0; E-Mail: info@avancis.de; Website: www.avancis.de

² The measurements are carried out according to a calibration of the measuring device, in accordance with the calibration and test standards of AVANCIS valid at the date of manufacture of the PV module. The AVANCIS calibration standard corresponds to the standards of international institutes accredited for this purpose.