

GUARANTEE CONDITIONS OF LEDVANCE GMBH FOR STANDARD PV MODULES

AS OF DECEMBER, 2024

Subject to the provisions of these Guarantee Conditions LEDVANCE GmbH, Parkring 1-5, 85748 Garching near Munich, Germany (hereinafter "LEDVANCE") grants to Guarantee Holders (as defined below) who have purchased a LEDVANCE labeled standard photovoltaic module (hereinafter "PV Module") as per <u>TABLE 1A</u> or <u>TABLE 1B</u> below (including cables and connectors) the guarantee(s) specified in <u>TABLE 1A</u> ("Limited Product Guarantee") and <u>TABLE 1B</u> ("Limited Linear Power Guarantee"). PV Modules including cables and connectors are hereinafter collectively referred to as "Guarantee Products" or "Product(s)".

These Guarantee Conditions shall apply exclusively to the Guarantee Products set forth in <u>TABLE 1A</u> and <u>TABLE 1B</u> and within the Guarantee Territory as per <u>TABLE 2</u> below.

These Guarantee Conditions are an independent, voluntary and gratuitous service of LEDANCE which does not limit any legal or contractual claims or rights of the Guarantee Holder (as defined below) resulting from, but not limited to, a statutory warranty or the German Product Liability Act (ProdHaftG). Statutory claims and rights and their free assertion shall apply independently of and parallel to these Guarantee Conditions and any Guarantee claim.

GUARANTEE PRODUCTS

Guarantee Products as listed in <u>TABLE 1A</u> and <u>TABLE 1B</u> below must have been purchased within the Guarantee Territory (as defined in <u>TABLE 2</u> below) directly from LEDVANCE or from an authorized LEDVANCE reseller or distributor, or from a professional installation company as new equipment and put into operation by a professional installer in accordance with the Product's operating and installation instructions.

GUARANTEE HOLDER

Guarantee Holder is the person or entity who has verifiably purchased and registered the Product pursuant to the section "Guarantee Products" above and is operating it for the first time in accordance with its intended use ("initial Guarantee Holder"). Distributors and other resellers who do not operate the Product for their own purposes are not entitled to the Guarantee. The Guarantee may be transferred by an initial Guarantee Holder to another person or entity ("subsequent Guarantee Holder") together with the covered Product and maintained, provided that (1) the covered Product is not removed from the place of first use and (2) no modifications are made to the covered Product. The Guarantee Period as per TABLE 1A or TABLE 1B above applicable to the transferred Product shall neither be suspended, interrupted or renewed by such transfer and no new Guarantee agreement is entered into with the subsequent Guarantee Holder, who merely takes over the Guarantee from the initial Guarantee Holder to the extent that it existed in relation to the initial Guarantee Holder at the time of transfer.



TABLE 1A

LIMITED PRODUCT GUARANTEE FOR STANDARD PV MODULES - "FREEDOM FROM DEFECTS GUARANTEE"

GUARANTEE PERIOD

GUARANTEE PRODUCTS

| 12 YEARS* | PV MODULE MONOFACIAL P-TYPE |
|-----------|-----------------------------|
| 25 YEARS* | PV MODULE BIFACIAL P-TYPE |
| 15 YEARS* | PV MODULE MONOFACIAL N-TYPE |
| 25 YEARS* | PV MODULE BIFACIAL N-TYPE |

*THE GUARANTEE PERIOD OF THE GUARANTEE PRODUCT COMMENCES ON THE INITIAL INSTALLATION DATE OF THE GUARANTEE PRODUCT BUT NO LATER THAN SIX (6) MONTHS AFTER THE GUARANTEE PRODUCT'S PRODUCTION DATE. THE PRODUCTION DATE IS PART OF THE PRODUCT'S SERIALNUMBER.

TABLE 1B

LIMITED LINEAR POWER GUARANTEE FOR STANDARD PV MODULES - "POWER OUTPUT GUARANTEE"

GUARANTEE PERIOD

GUARANTEE PRODUCTS

| 25 YEARS* | PV MODULE MONOFACIAL P-TYPE |
|-----------|-----------------------------|
| 30 YEARS* | PV MODULE BIFACIAL P-TYPE |
| 30 YEARS* | PV MODULE MONOFACIAL N-TYPE |
| 30 YEARS* | PV MODULE BIFACIAL N-TYPE |

*THE GUARANTEE PERIOD OF THE GUARANTEE PRODUCT COMMENCES ON THE INITIAL INSTALLATION DATE OF THE GUARANTEE PRODUCT BUT NO LATER THAN SIX (6) MONTHS AFTER THE GUARANTEE PRODUCT'S PRODUCTION DATE. THE PRODUCTION DATE IS PART OF THE PRODUCT'S SERIALNUMBER.

TABLE 2

ENTRY INTO FORCE AND GUARANTEE TERRITORY

ENTRY INTO FORCE OF THESE GUARANTEE CONDITIONS:

DECEMBER, 2024

GUARANTEE TERRITORY:

COUNTRIES WITHIN THE EUROPEAN ECONOMIC AREA (EEA) AS WELL AS THE FOLLOWING COUNTRIES: ALBANIA, BOSNIA AND HERZEGOVINA, KOSOVO, MOLDOVA, MONTENEGRO, NORTH MACEDONIA, SERBIA, SWITZERLAND, TURKEY,

UKRAINE, AND UNITED KINGDOM.



TABLE 3GUARANTEES, CLAIM PROCESS, REMEDIES, EXCLUSIONS, MISCELLANEOUS

A. LIMITED PRODUCT GUARANTEE - "FREEDOM FROM DEFECTS GUARANTEE"

- 1. Subject to the provisions of these Guarantee Conditions, LEDVANCE guarantees to Guarantee Holder that for a Guarantee Period of twelve (12) years Guarantee Products MONOFACIAL P-TYPE (see <u>TABLE 1A</u> above), will be free from defects in material and workmanship that have an effect on the Product's functionality.
- 2. Subject to the provisions of these Guarantee Conditions, LEDVANCE guarantees to Guarantee Holder that for a Guarantee Period of twenty-five (25) years, Guarantee Products **BIFACIAL P-Type** (see <u>TABLE 1A</u> above) will be free from defects in material and workmanship that have an effect on the Product's functionality.
- 3. Subject to the provisions of these Guarantee Conditions, LEDVANCE guarantees to Guarantee Holder that for a Guarantee Period of fifteen (15) years Guarantee Products **MONOFACIAL N-Type** (see <u>TABLE 1A</u> above) will be free from defects in material and workmanship that have an effect on the Product's functionality.
- 4. Subject to the provisions of these Guarantee Conditions, LEDVANCE guarantees to Guarantee Holder that for a Guarantee Period of twenty-five (25) years Guarantee Products **BIFACIAL N-Type** (see <u>TABLE 1A</u> above) will be free from defects in material and workmanship that have an effect on the Product's functionality.

B. LIMITED LINEAR POWER GUARANTEE - "POWER OUTPUT GUARANTEE"

The Products have a performance specification regarding the power output to be achieved (hereinafter "**Initial Guaranteed Pmax**") which can be found on the nameplate of each Product.

LEDVANCE assures the Guarantee Holder that the Products will not decrease significantly during the Guarantee Period(s) stated above and therefore grants Guarantee Holder Power Output Guarantees as described herein for the different Products.

In the event a Product fails to comply with the following Power Output Guarantees due to defects of the raw materials or the manufacturing process of a Product, Guarantee Holder can assert a claim in accordance with TABLE 3 sec. C below.

- 1. Subject to the provisions of these Guarantee Conditions, LEDVANCE guarantees to Guarantee Holder that for a Guarantee Period of twenty five (25) years (see TABLE 1B above), the loss of the power output of the Guarantee Products **MONOFACIAL P-Type** shall not exceed (i) 2% of the Initial Guaranteed Pmax (as defined above) in the first year of the Guarantee Period and (ii) 0.55% of the Initial Guaranteed Pmax for each year of the Guarantee Period after the first year, such that in the final year of the Guarantee Period the power output shall not be less than 84.8% of the Initial Guaranteed Pmax.
- 2. Subject to the terms and conditions of these Guarantee Conditions, LEDVANCE guarantees to Guarantee Holder that for a Guarantee Period of thirty (30) years the loss of power output of the Guarantee Products **BIFACIAL P-Type** (see <u>TABLE 1B</u> above) shall not exceed (i) 2% of the Initial Guaranteed Pmax (as defined above) in the first year of the Guarantee Period and (ii) 0.45% of the Initial Guaranteed Pmax for each year of the Guarantee Period after the first year, such that in the final year of the Guarantee Period the power output shall not be less than 84.95% of the Initial Guaranteed Pmax.



- 3. Subject to the terms and conditions of these Guarantee Conditions, LEDVANCE guarantees to Guarantee Holder that for a Guarantee Period of thirty (30) years, the loss of power output of the Guarantee Products **MONOFACIAL N-Type** (see <u>TABLE 1B</u> above) shall not exceed (i) 1% of the Initial Guaranteed Pmax (as defined above) in the first year of the Guarantee Period and (ii) 0.40% of the Initial Guaranteed Pmax for each year of the Guarantee Period after the first year, such that in the final year of the Guarantee Period the power output shall not be less than 87.40% of the Initial Guaranteed Pmax.
- 4. Subject to the terms and conditions of these Guarantee Conditions, LEDVANCE guarantees to Guarantee Holder that for a Guarantee Period of thirty (30) years, the loss of power output of the Guarantee Products **BIFACIAL N-Type** (see <u>TABLE 1B</u> above) shall not exceed (i) 1% of the Initial Guaranteed Pmax (as defined above) in the first year of the Guarantee Period and (ii) 0.40% of the Initial Guaranteed Pmax for each year of the Guarantee Period after the first year, such that in the final year of the Guarantee Period the power output shall not be less than 87.40% of the Initial Guaranteed Pmax.

A Product's Pmax shall be measured at Standard Test Conditions (hereinafter "STC") according to International Electrotechnical Commission (hereinafter "IEC") standard (Irradiance:1000W/m2; Air Mass Coefficient: AM 1.5; Cell Temperature: 25°C). The measurement of the Pmax shall be performed by LEDVANCE or a third-party laboratory designated by LEDVANCE.

C. GUARANTEE CLAIM PROCESS

- 1. The processing of a Guarantee claim, and the granting of the Guarantee benefit in accordance with the provisions of these Guarantee Conditions will be carried out by LEDVANCE for Guarantee claims in Germany.
- 2. For Guarantee claims in the Guarantee Territory outside of Germany the locally responsible LEDVANCE group company ("LEDVANCE Company") will handle the claim.
- 3. To make a claim under a Guarantee as described in <u>TABLE 1A</u> ("Limited Product Guarantee") or in <u>TABLE 1B</u> ("Limited Linear Power Guarantee"), the Guarantee Holder must contact (i) LEDVANCE or, (ii) in case of a Guarantee claim outside of Germany, the relevant LEDVANCE Group Company within thirty (30) days upon discovery of the defect during the Guarantee Period (<u>TABLE 1A</u> / <u>TABLE 1B</u>), by email.

Therefore, Guarantee Holder must fill in the complaint form included in these Guarantee Conditions (see download option below). The complaint form (PDF) must be sent to the local LEDVANCE email address published in the footer of the respective complaint form.

Only if requested by LEDVANCE, Product(s) shall be returned to:

LEDVANCE SASU CQM 5 rue d'Altorf 67120 Molsheim France



or alternatively to the address communicated to Guarantee Holder by LEDVANCE.

- 4. The complaint must contain the following mandatory information and documentation:
 - The claimant (Guarantee Holder): Company name (if any), First name, Surname, address, phone number, email
 - Reason for the complaint incl. a detailed description of the defect
 - Supporting materials, including photos and data
 - Product details, in particular, without limitation: Product name, Product number (EAN) / Product identity code (IC), Product serial number, purchased quantity, claimed quantity
 - Installation location / site of the Product(s), if applicable
 - Installation information, if applicable
 - Copy or a scan of the invoice for the Product(s) issued to the initial Guarantee Holder, or copy or scan of the delivery note for the Product(s) issued to the initial Guarantee Holder
 - Other supplementary information required by LEDVANCE.
- 5. If Guarantee Holder fails to notify LEDVANCE and/or to provide the relevant information in the above list of items according to the above requirements, LEDVANCE has the right to refuse to process the relevant claims until Guarantee Holder provides the relevant information as required by LEDVANCE.
- 6. After LEDVANCE receives the Guarantee Holder's claim and complete information material, LEDVANCE will review and evaluate the relevant claim request.
- 7. At LEDVANCE's request Guarantee Holder shall:
 - i. return the Product(s) in question to LEDVANCE in accordance with the return material authorization (hereinafter "RMA") issued by LEDVANCE,
 - ii. not cause any damage to the Product(s) by the disassembly,
 - iii. adhere to LEDVANCE Returned Goods Packaging and Shipping Guidelines, provided by LEDVANCE, and
 - iv. arrange for transport of the Product(s) at its own expense.
- 8. Upon LEDVANCE's acceptance of the delivery of a returned Product, title to such Product is transferred to LEDVANCE. If any Product(s) are returned other than in compliance with the above return process, or if LEDVANCE cannot verify the reported defect, then LEDVANCE may in its discretion return such Product(s) to Guarantee Holder at Guarantee Holder's expense, with the risk (including but not limited to damage and loss of the goods) and any cost of the related Product resulting from damage or loss being borne by Guarantee Holder.
- 9. LEDVANCE reserves the right to verify the cause of the Product(s) failure or power loss itself and/or have it determined by an independent third-party testing laboratory of LEDVANCE's choice. Third party measurements shall be conducted under STC in accordance with IEC standard (Irradiance:1000W/m2; Air Mass Coefficient: AM 1.5; Cell Temperature: 25°C), taking into account a +/- 3% measurement tolerance.
- 10. LEDVANCE will pay for the costs associated with the third-party testing unless the results demonstrate no actual Product failure or power loss as provided herein, in which case LEDVANCE reserves the right to charge Guarantee Holder for such costs.
- 11. A Guarantee claim regarding a Product can only be asserted by Guarantee Holder.



12. Guarantee Holder may only make one claim regarding the same Product due to any Product quality issue based on these Guarantee(s) and may not make repeated claims based on the same quality issue for the same Product.

D. REMEDIES

The granting of one of the following Guarantee benefits does not extend or renew the original Guarantee Period. For example, the Guarantee Period of replaced Products shall be the remaining Guarantee Period of the original Product(s). Any replaced Products shall become the property of LEDVANCE made for their disposal. If the defective Product is no longer produced, cannot be supplied or has been withdrawn from the market, LEDVANCE has the right to provide similar products (similar product size, specifications, and power range) as replacement for the defective Product(s), but the performance of the new product shall not be lower than the original performance of the defective Product(s).

LIMITED PRODUCT GUARANTEE

If LEDVANCE confirms that a Product has failed to comply with the Limited Product Guarantee described in <u>TABLE 3 sec. A</u>, and Guarantee Holder has duly asserted the claim in accordance with <u>TABLE 3 sec. C</u> above within the applicable Guarantee Period, then LEDVANCE will as its sole obligation and Guarantee Holder's exclusive remedy for a Product's failure to comply with the Limited Product Guarantee, either:

- i. repair any affected Product(s) and return them to the Guarantee Holder (shipment costs at Guarantee Holder's expense);
- ii. provide new or refurbished replacement Product(s) (or parts thereof) to Guarantee Holder free of charge (shipment costs at Guarantee Holder's expense), or
- iii. issue a credit note in the amount of an appropriate residual market value of the Product(s) to Guarantee Holder's account if the Guarantee Holder is a direct LEDVANCE customer. A LEDVANCE direct customer is a customer who has purchased the Product directly from LEDVANCE or a LEDVANCE Company with a registered office in the Guarantee Territory (and not from a dealer or other third party).

Residual market value of the Product in applicable currency = (Guarantee Period in years – Operation duration in years) * (Product Price New / Guarantee Period in years).

The residual market value of a Product cannot be negative.

LIMITED LINEAR POWER GUARANTEE

If LEDVANCE confirms that a Product has failed to comply with the Limited Linear Power Guarantee described in <u>TABLE 3 sec. B</u> due to defects in the raw materials or the manufacturing process of a Product, and Guarantee Holder has duly asserted the claim in accordance with <u>TABLE 3 sec. C</u> above within the applicable Guarantee Period, then LEDVANCE will as its sole obligation and Guarantee Holder's exclusive remedy for Product's failure to comply with the Limited Linear Power Guarantee, either:

- i. provide new or refurbished replacement Products (or parts thereof) to Guarantee Holder free of charge (shipment costs at Guarantee Holder's expense), or
- ii. issue a credit note in the amount of an appropriate residual market value of the Product(s) to Guarantee Holder's account if the Guarantee Holder is a direct LEDVANCE customer. A LEDVANCE Direct Customer is a customer who has



purchased the Product directly from LEDVANCE or a LEDVANCE Company with a registered office in the Guarantee Territory (and not from a dealer or other third party).

Residual market value of the Product in applicable currency = (Guarantee Period in years – Operation duration in years) * (Product Price New / Guarantee Period in years).

The residual market value of the Product cannot be negative.

E. EXCLUSIONS AND LIMITATIONS

- 1. LEDVANCE must be notified of all claims within the relevant Guarantee Period as described in <u>TABLE 1A</u> and <u>TABLE 1B</u>. Any claim made outside of the relevant Guarantee Period or Guarantee Territory (<u>TABLE 2</u>) is invalid.
- 2. These Limited Guarantees do not include any costs of labor or other costs related to de-installing or re-installing a Product, or costs related to de-installing, re-installing or troubleshooting any other elements of Guarantee Holder's electrical systems.
- 3. These Limited Guarantees do not cover any shipping charges, customs clearance charges, any Product return charges, shipping charges for replacement of Product(s), installation-, removal- or reassembly-costs associated with Product(s), or third-party testing or appraisal costs; if the above costs are incurred during the claim process, the Guarantee Holder shall bear them.
- 4. A Guarantee claim shall only be valid if the Product has at all times been operated within the permissible specifications according to the Product data sheet and has been installed, put into operation and utilized in accordance with LEDVANCE's installation and operating instructions.
- 5. LEDVANCE shall not be responsible for, and Guarantee claims shall be especially, without limitation, excluded in the following cases:
 - LEDVANCE has not yet received payment in full of the accounts receivable related to the specific order under which the affected Products were sold to Guarantee Holder if Guarantee Holder is a LEDVANCE Direct Customer as defined in Table 3 sec. D above;
 - ii. Guarantee Holder is unable to provide mandatory information / proof required to assert a Guarantee claim (see TABLE 3 sec. C.6 above);
 - iii. Products are not significantly damaged or defective and such defects do not perceptibly impair the Products' performance (e.g. scratches, stains, rust, discoloration, or mildew);
 - iv. The affected Products were improperly transported, handled, stored, installed or used by the Guarantee Holder or a third party; for example, Guarantee Holder installed the Products in extremely hot, cold (refers to the temperature beyond the operating temperature range of the Products as specified in the applicable technical datasheets), corrosive or other extreme and unsuitable environmental conditions, or the application environment changes rapidly, resulting in corrosion, oxidation or Product damage or abnormal function due to the influence of chemical products;
 - v. Product damage caused by external factors (e.g. such as glass breakage of Products caused by external forces), improper operation, unsuitable maintenance methods, and/or unsuitable installation methods against LEDVANCE's installation and operating instructions;



- vi. Guarantee Holder or a third party has modified, repaired or operated the Product in combination with products or software of the Guarantee Holder or a third party without LEDVANCE's prior express written consent;
- vii. Abnormal Product appearance (including but not limited to scratches, stains, rust, discoloration or mildew, etc.) or other changes in appearance due to normal wear and tear of Product materials.
- viii. Product's nameplate or serial number label has been tampered with, is torn, is partly or entirely missing, or was otherwise rendered illegible;
- ix. Failure to install, apply, use, change, service or maintain the Products in accordance with local laws and regulations or requirements in documents provided by LEDVANCE, or improper system design, installation or construction, resulting e.g. in frequent concealment of the Products and affecting the Products' performance;
- x. Guarantee Holder or a third party installs non-standard, mismatched, inferior or unqualified parts (e.g. clamps), which leads to quality problems of the Product;
- xi. Connecting two or more strings in parallel using Y or T connectors without any protection devices.
- xii. Connecting strings to a combiner box or an inverter without any protection devices;
- xiii. Conducting or commissioning repairs or alterations made by persons other than professionally qualified personnel;
- xiv. Conducting or commissioning repairs or alterations not in accordance with the Product specifications, the system, or the local electrical design specifications;
- xv. The Products are directly or indirectly affected by power failure, power surge, flood, fire, lightning, mudslide, vandalism, explosion, war, or other force maieure events:
- xvi. The Products were installed together with third-party modules within the same installation.

F. MISCELLANEOUS

- If a part, provision or clause of these Guarantee Conditions, is held invalid, void or unenforceable under applicable law, this shall not affect all other parts, provisions, clauses or applications of these Guarantee Conditions, and to this end such other parts, provisions, clauses or applications shall be treated as severable.
- 2. These Guarantee Conditions shall exclusively be governed by the law of the Federal Republic of Germany under exclusion of the UN sales law (CISG).
- 3. To the extent the Guarantee beneficiary (Guarantee Holder) is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for any and all disputes arising from or in connection with these Guarantee Conditions shall be Munich, Germany. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected.
- 4. LEDVANCE reserves the right to change or amend these Guarantee Conditions at any time in its sole discretion with effect for the future. In this case, any pending Guarantee claims based on this present version of the Guarantee Conditions shall remain unaffected and the respective Guarantee beneficiary shall continue to be entitled to assert such Guarantee claims within the respective Guarantee Period in accordance with the provisions of this present version of the Guarantee Conditions.

DOWNLOADS

Complaint Form