



Guarantee Conditions of SOLARplexus Dach GmbH for Solar Roof Shingles

1. General Conditions, Exclusions, and Limitations

1.1. Scope of Guarantee

These guarantee conditions apply exclusively to the solar roof shingles (hereinafter referred to as “Modules”) distributed by SOLARplexus Dach GmbH (hereinafter referred to as “SOLARplexus”). The guarantee is directed exclusively at commercial end customers (hereinafter referred to as “Buyer”) who have purchased the modules for their own use. This guarantee does not apply for resale purposes.

1.2. Contractual Guarantee Terms

SOLARplexus provides a contractual guarantee according to the following conditions. The Buyer’s statutory warranty rights remain unaffected. This contractual guarantee provides the Buyer with additional rights without restricting their statutory rights.

1.3. Guarantee Period

The contractual guarantee includes:

- A **product guarantee** for material and workmanship defects of the modules for a period of 20 years from the date of delivery.
- A **performance guarantee** ensuring that module performance remains at least 90.00% of the original rated output after 25 years. The performance guarantee permits a maximum performance degradation of 1% in the first year and 0.37% in each subsequent year.

1.4. Exclusions from Guarantee

This guarantee does not cover defects or damage resulting from:

- Improper installation, wiring, connectors, inverters, or usage;
- Non-intended use;
- Force majeure (e.g., natural disasters such as earthquakes, floods, storms);
- Damage due to transport, electrical surges, vandalism, pests, or mechanical influences;
- Improper cleaning methods, such as the use of aggressive chemicals, abrasive materials, pressure washers, or other potentially harmful cleaning methods that may impair the functionality or integrity of the modules;
- External, cosmetic defects that do not affect functionality;
- Modifications or repairs conducted without prior written consent from SOLARplexus.

1.5. Limitation of Liability

SOLARplexus is not liable for consequential damages, lost profits, business interruptions, or other indirect losses. SOLARplexus’s liability is limited to the purchase price of the affected modules, except in cases of intentional misconduct or gross negligence. This limitation of liability does not apply to claims under product liability laws or in cases of personal injury.



2. Guarantee Services

2.1. Product Guarantee

SOLARplexus warrants against material and workmanship defects in the modules for a period of 20 years from the date of delivery. Should a module be defective within this period, SOLARplexus will, at its discretion:

- (a) repair or replace the defective module, or
- (b) refund the current market value of the defective module.

2.2. Performance Guarantee

The performance guarantee ensures that the modules will maintain at least 90% of the original rated output after 25 years. Should a module's performance fall below this level, SOLARplexus will, at its discretion:

- (a) supply additional modules to compensate for the reduced performance, or
- (b) replace the defective module.

2.3. Performance Verification and Proof

In the event of a performance claim, the Buyer must verify the performance loss through a recognized testing institute. Testing must adhere to international standards (IEC 6094 and IEC 50386). SOLARplexus reserves the right to conduct its own tests to verify the results. Should it be determined that the performance loss does not meet the guaranteed conditions, the Buyer shall bear the cost of testing.

2.4. Notification of Defects and Buyer's Duty to Inspect

The Buyer is obligated to inspect the modules upon receipt for visible defects and functionality. Any defects must be reported in writing to SOLARplexus without delay, and no later than five working days after receipt. Failure to notify within this period will void the guarantee.

2.5. Cost Coverage

The costs of removal, transport, and reinstallation of defective modules shall be borne by the Buyer unless SOLARplexus covers them under the guarantee service. Unauthorized repairs without prior written consent from SOLARplexus will void guarantee claims.

2.6. Guarantee Management

SOLARplexus assumes the guarantee obligation and manages all guarantee claims with the Buyer. The actual execution of guarantee services (repair, replacement, or refund) will be in accordance with the manufacturer's conditions for the modules. Should the manufacturer be unable or unwilling to provide guarantee services, SOLARplexus remains liable to the Buyer, but only within the guarantee services that the Buyer would have received from the manufacturer. SOLARplexus reserves the right to decide the method of execution (repair, replacement, or refund) within the framework of these guarantee services.

In the event of a refund, the amount will be calculated based on the current value of the defective module. The current value is determined by deducting an annual depreciation of 4% from the original purchase price, based on a period of 25 years.



This provision applies exclusively to the voluntary guarantee and does not affect the Buyer's statutory guarantee rights.

3. Guarantee Exclusions and Procedures

3.1. Guarantee Limitations

The guarantee expires if the Buyer performs unauthorized interventions, modifications, or repairs without written consent from SOLARplexus.

Furthermore, the general exclusions stated in Section 1.4 apply.

3.2. Dispute Resolution for Guarantee Claims

In the event of disputes over guarantee claims, both parties are obliged to make serious efforts to reach an amicable settlement. They may voluntarily engage in arbitration or mediation. Should no agreement be reached, the parties are free to pursue legal action.

4. Final Provisions

4.1. Applicable Law and Jurisdiction

These guarantee conditions are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law. The exclusive place of jurisdiction for all disputes arising from this guarantee agreement is the registered office of SOLARplexus Dach GmbH.

4.2. Severability Clause

Should any provision of these guarantee conditions be or become invalid, unenforceable, or incomplete, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a provision that most closely reflects the legal and economic intent of the invalid provision. The same applies in the event of any contractual gaps, to fulfill the intended purpose of these guarantee conditions.

4.3. Confidentiality

Both parties agree to treat all information exchanged within the framework of guarantee processing, which is marked as confidential or should be understood as confidential, as confidential and not to disclose it to third parties without prior written consent from the other party.

The obligation of confidentiality does not apply to information that:

- is already publicly available or becomes publicly available without a breach of this agreement,
- was known to the receiving party prior to disclosure by the other party,
- was lawfully obtained from a third party without a duty of confidentiality,
- must be disclosed by law or by order of a government authority.

Both parties shall ensure that confidential information is used only for the fulfillment of contractual obligations and is accessible only to employees or agents who need it for contract fulfillment.



4.4. Written Form

Amendments or supplements to these guarantee conditions require written form. This also applies to the cancellation of this written form requirement.

4.5. Assignment Prohibition

The Buyer is not entitled to assign their claims from these guarantee conditions to third parties without the prior written consent of SOLARplexus. This does not apply to monetary claims where the prohibition of assignment is invalid under Section 354a of the German Commercial Code (HGB).