

Sunmaxx PVT GmbH warranty conditions for crystalline PVT modules

1. Product guarantee

1.1 Sunmaxx PVT GmbH (hereinafter referred to as Sunmaxx PVT) guarantees that the standard brand modules it supplies are free from defects in material and workmanship (extended warranty). A natural impairment does not constitute a defect.

1.2 The warranty period is 10 years from delivery to the contractual partner of Sunmaxx PVT.

1.3 The warranty shall include, at Sunmaxx PVT's discretion, repair; replacement; delivery of an identical or similarly performing module; or reimbursement of the purchase price. In principle, the overall performance of the replacement modules shall be decisive. The warranty does not cover the costs of removal, transportation or reinstallation of the modules or any loss of yield. Further claims, in particular claims for damages, are also excluded. Replaced modules shall become the property of Sunmaxx PVT.

1.4 The glass component of the solar modules is of very high quality, where glass breakage can generally only occur by mechanical impact, therefore no guarantee is provided for the glass. The product guarantee does not apply to naturally occurring wear and tear such as scratches, stains, rust or discoloration.

2. Linear performance guarantee

2.1 Sunmaxx PVT warrants that each solar module will be free from defects in material and workmanship for a period of:

1 year; 97% and
25 years; 80%

of the minimum electrical output specified in the data sheet for the year of manufacture (considering the usual measurement tolerances). The deadlines shall apply from delivery to the contractual partner of Sunmaxx PVT.

2.2 This guarantee is based on module performance measurement by Sunmaxx PVT using its own measuring devices under standard test conditions (in accordance with IEC EN 61215 and 60903-3).

2.3 The performance guarantee always comes into force when the solar module demonstrably produces less power than the above-mentioned percentages of minimum power due to the aging of the cells, glass or embedding foils.

2.4 The warranty shall include, at Sunmaxx PVT's discretion, the supply of additional modules or the replacement of the solar modules supplied by means of new or repaired modules or the partial refund of the purchase price. If the originally supplied module type is no longer manufactured as standard, replacement and additional modules of the respective current standard types shall be supplied. The warranty does not cover the costs of removing, transporting and reinstalling the modules or any loss of yield. Further claims, in particular claims for damages, are also excluded.

3. The product and performance guarantee are excluded if

- the defect in the solar module was caused by system components, cables, inverters or similar;
- the loss of power was caused by overvoltage, lightning, flooding, fire or similar events;
- the modules have been affected by misuse, negligence, accident, vermin, mechanical influences or force majeure;
- the modules are destroyed by improper installation, use and handling, operation, storage or transportation, by soiling or operation under unsuitable environmental conditions,

were damaged or impaired;

- the solar module has been technically manipulated in any way;
- modules were exposed to third-party interventions;
- the serial numbers or type plates have been tampered with or the modules are not clearly identifiable for other reasons;
- the modules are not operated in photovoltaic systems in which they were first installed and operated, or operated on mobile carriers such as vehicles or ships.
- The guaranteed warranty period shall not be extended by additional or replacement deliveries.

4. Assertion of warranty rights

4.1 The warranty rights can be asserted by submitting copies of the serial number and the Sunmaxx PVT invoice using the "Complaint" form (PDF file at www.sunmaxx-pvt.com) to Sunmaxx PVT GmbH, Schutterwälder Str. 13, 01458 Ottendorf Okrilla.

4.2 Recognizable defects shall be reported to Sunmaxx PVT in writing immediately, but no later than within 7 days after receipt of the goods; non-recognizable defects shall be reported immediately after discovery. Defective modules that are delivered without prior written request by Sunmaxx PVT shall not be accepted. Any further claims other than those mentioned above shall be excluded; in particular, any claim for compensation for damage that has not occurred to the delivered modules themselves shall be excluded. This shall not apply to the extent that liability is mandatory by law due to intent, gross negligence, the absence of warranted characteristics and the culpable breach of material contractual obligations. Sunmaxx PVT shall also not be liable for consequential damages. This shall apply to additional, consequential or other damages, however caused.

4.3 The limitation period for claims for damages is 3 months from the transfer of risk, at the latest 3 months from the occurrence of the damage.

5. Scope of the Sunmaxx guarantees

This warranty certificate is only valid for modules of the following module type:

- Sunmaxx PX-1

This certificate is only valid for modules purchased from Sunmaxx PVT GmbH between December 1, 2023 and the date on which a new warranty certificate comes into force.

This document replaces any previous warranty declarations. It applies independently of statutory warranty claims in Europe and Switzerland. The services granted on the basis of this declaration are subject exclusively to German law. The place of performance is Ottendorf Okrilla.