

Performance guarantee for Obsidian modules

1. Performance guarantee

Within the European Union (member states at the time of delivery), we guarantee module performance of at least 90 % for a period of 10 years and of at least 80 % after 10 years up to a period of 25 years from the date of delivery as specified by the rated output in the applicable data sheet within the applicable output tolerance. The guarantee applies to module output determined under standard test conditions (1,000 W/m² for spectrum 1.5 AM, cell temperature 25°C±0,5°C). The output is measured at the back of the module at the location where the current conductors exit the backsheet.

2. Guarantee conditions and limitations

2.1 General

Guarantee eligibility applies only to the current solar plant operator, at the time a guarantee claim is made (guarantee period, 10 years or 25 years after delivery), in which the operator is the party who purchased the modules exclusively for personal use (and not for resale), or who purchased the building on which the modules were mounted first. Claims by wholesalers, distributors, installers or second-hand owners of the modules are not covered by the guarantee obligations. The guarantee is valid independent of contractual warranty entitlement towards the vendor of the modules as well as any non-contractual entitlement. Such claims are neither limited nor justified by Bosch Solar CISTech, as long as no direct purchase contract exists with Bosch Solar CISTech. The guarantee is an independent, voluntary and gratuitous service which does not influence the agreements made between the vendor and the purchaser in any way. The exclusive addressee for all questions and claims regarding guarantee cases is:

Bosch Solar CISTech GmbH
Muenstersche Straße 24
14772 Brandenburg/Havel.

2.2 Guarantee limitations

The guarantee moreover requires that the performance of the modules has not been reduced or limited, according to our assessment, by measures or events out of our sphere of influence, which in particular are:

- unprofessional installation, commissioning or maintenance work by a non-authorized company, especially if the modules are mounted in a way which does not correspond to the applicable safety regulations and/or our installation instructions,
- operating errors due to a non-observance of our instruction manual,
- current surges, lightning, damages caused by fire,

water, or vermin, fractures, insufficient ventilation or similar external influences,

- malfunctions of the system into which the module is integrated,
- the module is used in a way other than for its designated purpose of final use as stated in the instruction manual,
- repair work which was not performed by a by Bosch Solar CISTech authorized company in a professional manner, or
- any measures taken by a third party or other events or accidents outside the normal use and operation of the modules that do not occur under normal working conditions.

The guarantee does not apply if the type or serial number of the module has been changed, erased, or made illegible, or if it is illegible due to any other reason and a clear identification of the module is therefore not possible. Furthermore, the guarantee applies only if and when Bosch Solar CISTech determines by its own assessment procedure, that the reduced performance or malfunction is caused solely by a deficiency of the product. The guarantee does not apply to modules used in offshore systems or to modules which are no longer operated as part of the system into which they were initially integrated after their purchase.

2.3 Guarantee conditions

When submitting guarantee claims, the original invoice (stating the date of delivery, the module type and the serial number) must be included. In case of claims due to non-attainment of the minimum warranted output, a test certificate of proof, issued by an accredited expert or organization (e.g. Fraunhofer Institut), must be submitted. The date of the test must be indicated by the test certificate. We reserve the right for our own assessment carried out by ourselves or by a third party, verifying the guaranteed output against the submitted test certificate. In case this assessment concludes that the deviation is acceptable (acc. to clause 1) or does not exist, Bosch Solar CISTech is entitled to claim the reimbursement of the third-party costs.

The test date as indicated by the test certificate regarding the reduced output must lie within two months of any warranty claim. Guarantee claims will become statute-barred within a period of six months after perusal of the guarantee case. The period of limitation, however, ends after a period of 10 years or 25 years at the latest (depending on the degree of the reduced output according to the test certificate) after the day of the delivery.

3. Indemnification

Bosch Solar CISTech commits to compensate the decrease in value of the module after binding conclusion of the guarantee case by any of the following options:

- Reimbursement of the purchase price in which the purchase price is reduced yearly by a fixed amortization rate. If the claim applies to the warranted performance of 90%, the rate will be 10%, if the claim applies to the warranted performance of 80%, the rate will be 4%.
- A lump sum payment in the amount of the percentage of the purchase price of a commercially available similar/identical module at the time of the claim, which corresponds to the percentage of the measured deviation below the warranted value (example: actual output after 9 years: 80% of the minimum performance [instead of 90%, i. e. a deviation of 10%], current module purchase price: 100 Euro, Bosch Solar CISTech's warranty payment = 10 Euro), or
- repair, replacement or provision of additional modules at Bosch Solar CISTech's cost to restore the guaranteed minimum performance. If the supplied module is no longer produced by Bosch Solar CISTech, the current standard module may be provided as a replacement.

The choice of indemnification option is subject to Bosch Solar CISTech's sole discretion, taking into account the circumstances of the individual case and the legitimate interests of the claimant. New or replacement modules do not constitute a new performance guarantee but assume the already existing guarantee for the original guarantee period and do not extend the guarantee period.

Further guarantee claims do not apply. In particular, Bosch Solar CISTech is not subject to bear any further costs arising from this guarantee, and cannot be made liable for profit or turnover losses due to the reduced output or for any other related damages or costs caused to the claimant or to any third parties. Indemnification neither extends the guarantee period nor constitutes the start of a new one. Bosch Solar CISTech reserves its property rights for all replaced components or modules.