

# Warranty provisions for the solar modules Conergy PowerPlus 190P–240P, 190M-240M



**Note: These warranty provisions apply regardless of, and in addition to, the legal and contractual warranty rights, which the purchaser is entitled to claim from the vendor.**

## § 1 Warranty provisions

1. Conergy AG, Anckelmannsplatz 1, D-20537 Hamburg, Germany (hereinafter referred to as "Conergy") demands a very high level of quality in its products, which are manufactured under the strictest quality standards. Conergy therefore guarantees the owners/operators of its solar modules (hereinafter referred to as the "customer") that the following models of solar modules,

Conergy PowerPlus 190P or 190M  
Conergy PowerPlus 200P or 200M  
Conergy PowerPlus 210P or 210M  
Conergy PowerPlus 220P or 220M  
Conergy PowerPlus 230P or 230M  
Conergy PowerPlus 240P or 240M

(hereinafter referred to as "solar modules"), shall be free from product and manufacturing defects for a period of 5 years.

2. Conergy guarantees the customer that the solar modules shall generate not less than 90 % of the minimum output specified on the label (nominal output minus performance tolerance) for a period of 12 years, and not less than 80 % of the minimum output specified on the label (nominal output minus performance tolerance) for a period of 25 years. This performance guarantee only covers reductions in output that have been caused by cell degradation. Reductions in output that are caused by material or processing defects will not be compensated.
3. The reduction in output must be determined by a test authority approved by Conergy that adheres to an authorised test procedure that is carried out under standard test conditions (STC).
4. The warranties do not cover any damage to the solar modules that has been caused as a result of:
  - the solar modules not being installed by a specialist in accordance with the installation manual;
  - the solar modules being transported, fitted, installed, tested, repaired or operated without consideration of the generally accepted rules applying to the technology;
  - the solar modules not being used in accordance with the agreed technical specifications; or
  - the solar modules being used for a purpose other than that for which they were intended;

- the solar modules not being properly stored before and during installation;
- interventions or modifications being undertaken on the solar modules or their accessories without the express consent of Conergy;
- the solar modules being exposed to unusual environmental conditions (overvoltage, magnetic fields, etc.);
- force majeure (e.g. lightning strike, hailstorm, fire, vandalism or natural disaster).

5. In particular, the warranties do not include indirect losses, such as collateral damage or consequential damage, including personal injury or material damage, loss of profits, damage to reputation, data loss, advertising or manufacturing costs, overheads, loss of customers or costs that are incurred due to interruption of operation or in connection with the disassembly, investigation, disposal, reinstallation or transportation of the defective solar modules or solar modules to be supplied.
6. The warranty does not cover negligible faults or deviations in the quality of the solar modules which do not have any significant effect on the value or designated use of the unit.
7. In the event of a warranty claim, Conergy will either carry out a professional repair of the parts in question, or will replace the goods with new or reconditioned parts. All replaced modules become the property of Conergy. If the modules in question are no longer manufactured, Conergy is entitled to provide another module type of equal value.
8. Warranty repairs or replacement do not renew or extend the original warranty.

## § 2 Area of validity/start of warranty

1. Warranty services are provided in all countries in which a Conergy company is located (as of 01.10.2008)<sup>1</sup>.
2. The warranty periods listed start on the day of purchase (date of invoice) by the first operator.

## § 3 Warranty conditions

If the customer is the consumer, he must notify Conergy in writing of any obvious defects in the solar modules within 2 months of receipt, otherwise no warranty claims may be made.

If the customer is a contractor, warranty claims by the customer are subject to the condition that the customer has

<sup>1</sup> Germany, Switzerland, Austria, Belgium, the Netherlands, France, Spain, Portugal, Italy, Greece, Turkey, Cyprus, India, Singapore, South Korea, Australia, USA, Canada, Mexico, Brazil

properly carried out his duty to examine and object to defects in accordance with § 377 German Commercial Code.

#### **§ 4 Procedure for Submitting Claims**

Should the solar modules develop a fault covered by this warranty, please immediately contact the Conergy Customer Care Center at:

**+49 (0)180 – 5553966.**

Please always have the following information ready when calling:

- Your name, address, postcode and a contact telephone number
- The model and serial number of the solar module (both can be found on the module)
- Proof of purchase with date and the address of the vendor
- The installation date
- Location and address of the installation
- A complete list of the faults observed, any warning displays on the unit or system and further information which may contribute to an analysis of the problem.
- The size of the entire system (in kWp)

The following documents and information must be made available to Conergy on request:

- Photographs of the damaged modules
- The circuit diagram of the system
- Any records from the data capture

Staff at the Conergy Customer Care Center will inform you how to proceed and issue you with your individual claim number.

Please always quote this in all further exchanges of information in connection with the processing of this claim.

If, during your discussions, a member of staff at the Conergy Customer Care Center asks you to submit certain purchase documents to Conergy, these can be sent by post or by fax to the following address:

**Conergy Customer Care GmbH  
Stichwort Reklamation  
Göteborger Straße 35  
D-66482 Zweibrücken**

**Faxhotline +49 (0)180 – 555 39 67**

Please note that solar module returns cannot be accepted by Conergy without advance notification by telephone.

#### **§ 5 Final Provisions**

1. Claims by the customer under these warranties are limited to the warranty services described in § 1.
2. Conergy shall not be held liable for delays in or the non-performance of the warranty services described in § 1 insofar as this is due to force majeure, war, war-like situations, unrest, strike, epidemic, fire, flood or other comparable circumstances that are outside Conergy's control.
3. This warranty is subject to the law of the Federal Republic of Germany, with exclusion of laws of conflict and UN sales law.

Hamburg, Conergy AG  
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