



Limited Warranty for TOMMATECH UG Photovoltaic Module(s)

This Limited Warranty applies to photovoltaic module ("PV Module(s)") manufactured by TOMMATECH UG

A) Ten Year Limited PV Module(s) Warranty

TOMMATECH UG warrants the PV Module(s) to be free from the defects and/or failures specified below for a period not exceeding Ten (10) year from the date of sale to the original customer ("Customer"):

- 1) defects and/or failures due to manufacturing;
- 2) defects and/or failures due to materials;
- 3) cracking of the front glass surface due to foreign objects inside the glass;
or

Note: This limited warranty shall exclude cracking of the front glass surface due to external shock from flying objects or external stress.

If the PV Module(s) fails to conform to this warranty, TOMMATECH UG will repair or replace the PV Module(s), at TOMMATECH UG 's sole option.

B) Limited Power Output Warranty of 25 years (90% / 80%)

Subject to TOMMATECH UG determining in its sole discretion that any power loss is due solely to defects in materials or workmanship, TOMMATECH UG warrants the power output of the PV Module(s) as follows:

TOMMATECH UG warrants that if a) within the first ten (10) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than ninety percent (90%) of the original minimum rated power specified at the time of sale*, or b) within twenty-five (25) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than eighty percent (80%) of the original minimum rated power specified at the time of sale*, TOMMATECH UG will deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s), at TOMMATECH UG 's sole option.

The power output values shall be those measured under TOMMATECH UG 's standard measurement conditions as follows:

(a) light spectrum of AM 1.5; (b) irradiation of 1,000w per m²; and (c) a cell temperature of 25 degrees Centigrade. Such measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of TOMMATECH UG which are valid at the date of manufacture of the PV Module(s). TOMMATECH UG 's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.



C) Warranty Exclusions

- 1) No claim based on this Limited Warranty may be brought after the applicable warranty period. Any delivery of additional PV Module(s) or the repair or replacement of the PV Module(s) shall not extend the original terms of this Limited Warranty.
- 2) This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period:
 - a) defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts;
 - b) defects and/or failures caused by defective wiring, installation, or handling;
 - c) defects and/or failures caused by installations not in conformance with PV Module(s) specifications, installation manuals, operation manuals, or labels attached to the PV Module(s),
 - d) defects and/or failures caused by unauthorized maintenance, operation or modification;
 - e) defects and/or failures caused by removal from the original place of installment;
 - f) defects and/or failures caused by inappropriate handling during transportation or storage;
 - g) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;
 - h) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;
 - i) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond TOMMATECH UG 's reasonable control
 - j) defects and/or failures caused by smoke and/or other pollution, salt damage, acid rain, Etc. including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, lightning, snow damage, etc.; or
- 3) This Limited Warranty covers only the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for return of the PV Module(s) to TOMMATECH UG and costs associated with installation, removal, or reinstallation of the PV Module(s).

D) Obtaining Warranty Performance

- 1) This Limited Warranty is applicable only to Customers who have purchased the PV Module(s) directly from TOMMATECH UG . To qualify for this warranty, it is necessary for the Customer to prove that the PV Module(s) was purchased from TOMMATECH UG or such authorized agent.
- 2) When applying for warranty coverage, please provide TOMMATECH UG or TOMMATECH UG 's authorized agent with the PV Module(s) model name, a description of the defect and/or failure, and the serial number located on the PV Module(s) label attached to the inside of the PV Module(s) at the time of manufacture.
- 3) Any uninstalled PV Module(s) shall become the property of TOMMATECH UG. TOMMATECH UG shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) if TOMMATECH UG has discontinued manufacture of the PV Module(s) in question at the time the warranty claim is accepted.
- 4) This Limited Warranty is transferable to a new owner of the location where the PV Module(s) were originally installed provided that the PV Module(s) remain installed at the location where originally installed.



E) Garanti sınırlamaları

The limited warranty set forth herein is expressly in Lieu of and excludes all other express or implied warranties including, but not limited to, the warranties of merchantability and fitness for a particular purpose and all other obligations or liabilities on the part of TOMMATECH UG , unless such other warranties, obligations or liabilities are expressly agreed to in writing by TOMMATECH UG

TOMMATECH UG shall have no responsibility or liability whatsoever for damages or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or relating to the PV module(s) including, without limitation, any defects and/or failures in the PV module(s) or from use or installation.

TOMMATECH UG shall not be liable under any circumstances for any incidental, indirect, consequential or special damages, howsoever caused. In no event shall TOMMATECH UG 's aggregate liability exceed the value of the PV module(s) which is the subject of a claim or dispute.

Some jurisdictions do not allow limitations on warranties or exclusions or limitation of damages. Accordingly, the above exclusions or limitations may not apply. These warranties give a customer specific legal rights, and a customer may have other rights that vary from jurisdiction to jurisdiction.

F) Validity

This Limited Warranty shall be valid from 01.01.2017 and shall apply to all PV Module(s) sold to a Customer on or after this date. This Limited Warranty shall be valid until a new revision is issued by TOMMATECH UG.