

Warranty declaration for ZEUS photovoltaic modules from Heckert Solar GmbH (hereinafter referred to as Heckert Solar)

Valid for all deliveries from 01.06.2024

Dear Customer,

ZEUS solar modules are carefully manufactured and tested for functionality. Should a defect in material and/or workmanship or an unusual loss of performance nevertheless occur, Heckert Solar grants the following warranty under the conditions listed below.

This does not affect the statutory rights of the buyer.

1. Entitlement, temporal and locational scope of the warranty

The person entitled to the warranty is the person who actually uses the module to generate electricity or who is the owner of the solar module at the time the warranty event occurs.

The warranty applies to modules as long as they are operated in the system in which they were first installed. Modules that have been removed and reinstalled (except for repair purposes by Heckert Solar) are not covered by the warranty.

2. Product warranty

Heckert Solar guarantees that the solar modules manufactured in your name are free from defects in material and workmanship under normal and proper conditions of use, installation, operation and maintenance. The product warranty refers exclusively to the function of the components: Frames, glass, cells, cables, plugs, junction boxes, foils and soldered connections. Optical properties, e.g. discolouration, do not constitute a fault or defect within the meaning of the product warranty.

Improper transport, assembly and operation can lead to microcracks. These are not part of the warranty.

If a defect in the above-mentioned components occurs within a period of 30 years and is due to a material or processing defect, Heckert Solar GmbH will remedy the defect in accordance with the options below.

The product warranty begins with the delivery to the contractual partner of Heckert Solar.

3. Performance warranty

In addition to the product warranty, Heckert Solar provides a warranty on the performance values of the module from the date of delivery to Heckert Solar's contractual partner as long as the loss of performance is due to the degradation of the cells. The

basis is the nominal power according to the STC (Standard Test Conditions) stated in the data sheet.

The warranty against a reduction in cell performance does not apply if the reduction in performance is caused by damage to the module components (glass, frame, junction box, bypass diodes, cables, connectors, encapsulation material, backsheet or solder connections).

For ZEUS solar modules, Heckert Solar guarantees that the actual performance of the module at the time of delivery is at least 98% of the minimum performance stated in the data sheet. Thereafter, over a period of 29 years, it will not decrease by more than 0.45% of the guaranteed minimum performance stated in the data sheet each year, so that after 30 years the module will still have at least 84.95% of the minimum performance.

4. Limitation / exclusion of warranty services

4.1 The warranty does not apply to loss of performance or defects caused by improper handling, assembly, design, operating errors or by external influences or other influences, in particular:

- Due to system parts, devices and system components such as diodes, connection cables, inverters, etc. that were not connected to the module correctly or by unqualified personnel.
- Due to improper or incorrect installation or handling.
- Due to operation under unsuitable environmental conditions or deviating from the product specification, installation instructions, nameplate information or external stress.
- Due to improper or incorrect use or unauthorised manipulation.
- Due to improper maintenance or testing.
- Glass breakage due to external influences.
- Due to influences such as contamination on the front glass, contamination or damage caused by unusual environmental or weather influences (e.g. smoke, hot steam or steam saturated with greasy or other chemical substances, etc.)
- When used on mobile units such as vehicles, ships, etc.
- Due to natural forces, force majeure and other unforeseeable circumstances beyond Heckert Solar's control (earthquakes, storms, floods, lightning strikes or overvoltage, damage from snow loads that exceed the permissible load capacity, nuclear events, pests, etc.)
- Due to faulty design, configuration and/or assembly of the system or individual components.
- Due to harmful influences caused by coatings applied to the module or unsuitable cleaning agents.

4.2. Microcracks can occur in the cells due to improper transport, assembly or operation. These are not part of the warranty.

- 4.3. Due to the manufacturing and material processes during operation of the photovoltaic modules, different colours and shades of the module components may occur. This does not give rise to any claims under this warranty.
- 4.4. If the nameplate or serial number of the affected module has been tampered with, erased, removed or made illegible.
- 4.5. Failure to comply with national and local electrical regulations and the current installation instructions.
- 4.6. Claims under this warranty cannot be transferred to third parties.

5. Warranty services

Within the scope of the warranty services, the specific choice of which is at the discretion of Heckert Solar, the expenses required for the purpose of providing the warranty service, in particular the costs of installation and removal, testing, packaging, new installation as well as transport, travel and labour costs, shall not be borne by Heckert Solar.

The warranty may be fulfilled at the discretion of Heckert Solar by means of:

- Repair
- Replacement delivery of new or repaired modules. Replaced modules become the property of Heckert Solar.
- Delivery of additional new or repaired modules in the event of a performance warranty
- If the original module type is no longer in serial production, Heckert Solar reserves the right to supply replacement or additional modules of the respective current standard types.
- Reimbursement of the replacement costs for a similar/identical module less a linear depreciation amount based on the expected useful life of the module.
- Reimbursement of the difference between the guaranteed and actual performance of the module by paying an amount equal to the performance difference. The amount is determined on the basis of the kWp prices for modules valid at the time the warranty claim is received.

This warranty declaration is a voluntary service provided by Heckert Solar. Any further claims (compensation for direct and indirect damages) are excluded to the extent permitted by law.

The provision of warranty services does not extend the warranty period. For replacement products, repaired or supplemented products, the remainder of the original warranty period applies.

6. Assertion of claims under the warranties

The warranty rights can be asserted by submitting copies of the serial number and the invoice from Heckert Solar or the seller using the "Complaint" form (PDF file at www.heckert-solar.com/Downloads) via the contractual partner or at Heckert Solar GmbH, Carl-von-Bach-Strasse 11, 09116 Chemnitz.

Defects that are visible must be reported to Heckert Solar in writing immediately, but no later than 7 days after receipt of the goods; defects that are not visible must be reported immediately after they are discovered. Defective modules that are delivered without prior written request from Heckert Solar will not be accepted. Any claims beyond those mentioned above are excluded, in particular any claim for compensation for damages that did not occur to the delivered modules themselves is excluded. This does not apply if liability is mandatory by law due to intent, gross negligence, the absence of warranted characteristics and the culpable breach of essential contractual obligations. Heckert Solar is also not liable for consequential damages. This applies to additional, consequential or other damage, however caused.

7. Final provisions

Claims arising from this warranty declaration are not transferable.

This document supersedes any previously given warranty statements. It applies regardless of legal claims in Europe and Switzerland. The benefits granted on the basis of this declaration are subject to German law. The place of fulfilment and jurisdiction is Chemnitz.