

# Warranty conditions 2011

## Limited warranty for photovoltaic solar modules and mounting construction

These warranty conditions are valid for standard photovoltaic modules of company SONNETT GmbH & KO.KG (hereinafter referred to as SONNETT) with the following products and capacity data :

Monocrystalline solar modules SONNETT SM 72 (36) M-xxx					
Specification	Power at STC W <sub>p</sub> (W)	Voltage in MPP V <sub>mp</sub> (V)	Current in MPP I <sub>mp</sub> (A)	Open-circuit voltage Voc(V)	Short-circuit current I <sub>sc</sub> (A)
SM-72M-200	200	36.8	5.44	44.9	5.87
SM-72M-195	195	36.7	5.32	44.7	5.75
SM-72M-190	190	36.6	5.20	44.6	5.62
SM-72M-185	185	36.5	5.07	44.5	5.48
SM-72M-180	180	36.4	4.95	44.4	5.35
SM-72M-175	175	35.9	4.87	44.2	5.29
SM-72M-170	170	35.8	4.75	44.1	5.16
SM-72M-165	165	35.7	4.62	43.9	5.02
SM-36M-90	90	18.1	4.98	22.2	5.41
SM-36M-85	85	18.0	4.72	22.1	5.13
SM-36M-80	80	18.0	4.46	22.0	4.84
SM-36M-75	75	17.9	4.19	22.0	4.55
Polycrystalline solar modules SONNETT SM 72 (60, 54, 48) P-xxx					
Specification	Power at STC W <sub>p</sub> (W)	Voltage in MPP V <sub>mp</sub> (V)	Current in MPP I <sub>mp</sub> (A)	Open-circuit voltage Voc(V)	Short-circuit current I <sub>sc</sub> (A)
SM-72P-280	280	36.27	7.72	44.50	8.39
SM-72P-275	275	36.15	7.61	44.35	8.27
SM-72P-270	270	36.03	7.49	44.21	8.15
SM-72P-265	265	35.85	7.39	43.99	8.03
SM-72P-260	260	35.68	7.29	43.78	7.92
SM-60P-245	245				
SM-60P-240	240				
SM-60P-235	235	30.22	7.78	37.08	8.45
SM-60P-230	230	30.12	7.64	36.96	8.30
SM-60P-225	225	30.02	7.49	36.84	8.15
SM-60P-220	220	29.83	7.38	36.60	8.02
SM-54P-210	210	27.20	7.72	33.37	8.39
SM-54P-205	205	27.11	7.56	33.26	8.22
SM-54P-200	200	26.89	7.44	32.99	8.09
SM-54P-195	195	26.76	7.29	32.83	7.92
SM-54P-190	190	26.59	7.15	32.62	7.77
SM-54P-185	185	26.50	6.98	32.51	7.59
SM-54P-180	180	26.50	6.79	32.51	7.38
SM-48P-185	185	24.10	7.68	29.57	8.34
SM-48P-180	180	24.02	7.49	29.47	8.15
SM-48P-175	175	23.86	7.33	29.28	7.97

<b>Monocrystalline roof-integrated modules SONNETT IR-72M-xxx</b>					
<b>Specification</b>	<b>Power at STC Wp(w)</b>	<b>Voltage in MPP Vmp(V)</b>	<b>Current in MPP Imp(A)</b>	<b>Open-circuit voltage Voc(V)</b>	<b>Short-current voltage Isc(A)</b>
IR-72M-195	195	36.7	5.32	44.7	5.75
IR-72M-190	190	36.6	5.20	44.6	5.62
IR-72M-185	185	36.5	5.07	44.5	5.48
IR-72M-180	180	36.4	4.95	44.4	5.35
IR-72M-175	175	35.9	4.87	44.2	5.29
IR-72M-170	170	35.8	4.75	44.1	5.16
IR-72M-165	165	35.7	4.62	43.9	5.02

The values have been measured at STC (standard testing conditions): irradiance 1000 W/m<sup>2</sup>, module temperature 25°C, AM=1,5

**These warranty conditions are valid also for solar collectors of the HP-SR series, all solar water heaters and inverters. Accessories and solar regulator and mounting structure of the ARRIBA-series of SONNETT GmbH & Co.KG**

### **1. Beginning of warranty**

For the above solar modules and the mounting construction the company SONNETT GmbH & Co.KG (SONNETT) guarantees the fitness of the products from the date of sale till the first mounting of the modules by the customer or latest 3 months from the date of dispatching the solar modules or the mounting system from the store by SONNETT, depending which takes place earlier.

For the rest of the above products the company SONNETT GmbH & Co.KG (SONNETT) guarantees the products fitness from the date of sale.

#### **1.1 Limited warranty for product – ten years for solar modules and mounting system, repair, replacement or return of money**

Company SONNETT GmbH & Co.KG (SONNETT) guarantees that the abovementioned types- designations of all specified solar modules, including the factory-made DC connectors and cables, as well as the mounting structures under normal conditions of use, installation and exploitation are faultless, both as material and manufacture. If the modules and the mounting system within a term of one hundred and twenty (120) months from the beginning of the warranty period do not comply with the warranty, then SONNETT at its own discretion will either repair the product or replace it with a new one, or refund the purchase price of the goods valid at this moment. The repair, replacement or refund of purchase price is the only and sole way to settle the problem within the framework of the warranty and is valid only for the established warranty period. This product warranty does not cover the rated module power, It will be considered in the next paragraph 2 (limited warranty for maximum power

#### **1.2 Limited warranty for products - five years for inverter and solar collectors, repair, replacement or refund of purchase price**

Company SONNETT GmbH & Co.KG (SONNETT) guarantees for the abovementioned inverters and solar collector that under normal conditions of application, installation, use and exploitation they are faultless, both as material and manufacture, If the inverters and solar collectors within a term of sixty (60 ) months from the beginning of the warranty period do not comply with the requirements, then SONNETT at its own discretion will either repair the product or replace it or refund the purchase price of the product valid at that moment. The repair, replacement or refund of purchase price is the only and sole way to settle the problem within the

framework of the warranty and is valid only for the established warranty period. For vacuum tubes and collectors SONNETT gives another 10 years warranty for vacuum tightness

### **1.3 Limited warranty for product – two years for accessories, solar regulation pumps, repair, replacement or refund of the purchase price**

Company SONNETT GmbH & Co.KG (SONNETT) guarantees for the abovementioned solar regulators, pumps and other accessories that under normal conditions of application, installation, use and exploitation they are faultless, both as material and manufacture, If the solar regulators, accessories and pumps within a term of twenty four sixty (24 ) months from the beginning of the warranty period do not comply with the requirements, then SONNETT at its own discretion will either repair the product or replace it or refund the purchase price of the product valid at that moment. The repair, replacement or refund of purchase price is the only and sole way to settle the problem within the framework of the warranty and is valid only for the established warranty period

## **2. Limited warranty for maximum power – limited legal means**

### **10 years warranty**

If a module within 10-year term from the beginning of the warranty period indicates power less 90 % of the rated power indicated in the SONNETT product specification and if this power loss at SONNETT own discretion is due to a fault of material or manufacture, then SONNETT at its own choice will (1) compensate the power loss and however at its own choice – (a) by supply of additional modules to the customer in order to compensate the power loss or (b) by replacement of the faulty module(s) or (2) refund the customer the purchase price of the module /according to the valid purchase price of the module(s) / for which the power is 90% under the rated power indicated in the SONNETT product specification.

### **25 years warranty**

If a module within 25-year term from the beginning of the warranty period indicates power less 80 % of the rated power indicated in the SONNETT product specification and if this power loss at SONNETT own discretion is due to a fault of material or manufacture, then SONNETT at its own choice will (1) compensate the power loss and however at its own choice – (a) by supply of additional modules to the customer in order to compensate the power loss or (b) by replacement of the faulty module(s) or (2) refund the customer the purchase price of the module /according to the valid purchase price of the module(s) / for which the power is 80% under the rated power indicated in the SONNETT product specification. The indicated in this paragraph methods to fulfill the warranty are the only way within the framework of the warranty for maximum power.

## **3. Connection and restrictions**

(1) In order to have the claims valid, they have to be filed within the specified term.

(2) The limited product warranty and limited warranty for maximum power are not valid for products , which are subjected to the following: :

- incompetent use or misuse, oversight or accident ;
- Modification, incompetent installation or application
- Failure to follow the SONNETT instructions for installation and service;
- repair and modifications by a service technician who is not authorized by SONNETT;
- power net shutdown, overvoltage, thunder, flood, fire, accident caused damage of products or other events beyond SONNETT control;

(3) Expenses in respect to installation / dismounting or reinstallation of products ( if in the last indentation of paragraph 5 is not specified otherwise ), custom duties or other expenses for returning the products are not covered neither by the limited product warranty, nor by the limited warranty for maximum power

(4) The warranty claims can be acknowledge only then, when the type designation or product serial numbers are not changed, removed or illegible .

#### **4. Limitation for warranty amount**

The present limited warranty terms for the SONNETT products exclude expressly any other external or internal warranties, including, but not limited to warranties for seeking markets and acquisition for certain purposes, for particular use or application, as well as any other obligations on the part of SONNETT, if other such obligations are not authorized in writing and signed by SONNETT.

SONNETT shall not undertake any responsibility for physical injuries, material damages or losses of any kind or damages resulting from or in relation to the product, including ( but not limited to) any faults of the products or due to usage or installation. SONNETT is not responsible by no circumstances for accidental damages, subsequent or particular damages, irrespective of their cause. The responsibility excludes most of all and without any limitation, the lack of profit, lack of production or loss of proceedings. The total amount, for which SONNETT in case of damages or other claims might be eventually responsible, will not exceed by all means the amount paid by the customer for module unit according to invoice.

#### **5. Filing claims and execution**

For filing lawful claims under the present warranty for SONNETT products the customer shall immediately notify SONNETT in writing or by registered letter to the below mentioned address of SONNETT or by email to the email address of SONNETT specified hereinbelow. The customer shall enclose with the notification a document certifying the claim together with the product serial number and date of purchase. Besides that the respective invoice with legible date of purchase, purchase price and SONNETT article number or of his commercial partners has to be enclosed in a way of evidence. The return of the products is to be accepted only after preliminary written confirmation by SONNETT. Within the framework of the limited product warranty and the limited warranty for maximum power SONNETT shall refund documented transportation costs for returning products as well as sending back the repaired goods only when such expenses have been approved by the Customers service department of SONNETT.

#### **6. Partial invalidity**

If a part, definition or clause of the present limited warranty for products of SONNETT becomes invalid, void or unapplicable, all remaining parts, definitions and clauses and the other applicable conditions of the present limited warranty for products of SONNETT shall remain valid and all these parts, definitions, clauses and the different applicability of the present limited warranty for products of SONNETT for this purpose will be considered separately.

#### **7. Disputes**

If within the framework of the right under this warranty it comes to disputes, for the final resolution of the dispute will be engaged first class international institute in the respective branch as Fraunhofer Institute ISE in Freiburg, TUV Rheinland in Cologne, Arizona State University (ASU) in USA . All costs and expenses shall be for the account of the affected party, if not determined for payment by the other party.

SONNETT has the exclusive right to choose the auditing institute and assign the inspection to it. It is possible to have other rights besides these warranty terms or different from the rights described in them as these rights are different in the different countries.

Additional rights given under the legislation of your country.

In respect to purchase of used commodities, including and without limitation by the national law for execution of European directive 99/44/ EC.

Not violated. In some countries the excluding, respectively restriction of accidental or subsequent damages is forbidden and that means that the restrictions or excluding in the present limited warranty terms may not apply to you.

## **8. Other provisions**

The repair or replacement of a product or supply of additional products do not initiate a new warranty period nor extend the warranty period within the framework of this limited warranty for SONNET products. The mixed solar modules become property of SONNET for the purpose of their disposal as waste. If modules or solar collectors, which at a certain time have to be replaced and SONNET no longer manufactures them, SONNET has the right to supply another module or type of solar collector ( in respect to dimensions, color, form and power).

## **9. Transfer of warranty**

The present warranty can be transferred if the product remains on the place where initially mounted.

## **10. Force -majeure circumstances**

SONNET shall not undertake any responsibility to customers or third parties for unfulfilment or delayed fulfillment of the conditions for making deals or delivery terms, including those under this limited warranty for SONNET products due to force-majeure circumstances like war, riots, strikes, war-like circumstance, epidemics, fire, floods or similar reasons and circumstance beyond the control of SONNET.

In such cases the fulfillment of this limited warranty by SONNET for the time of delay, due to the specified reasons, shall be cancelled without taking responsibility.

## **11. Validity**

The present limited warranty for SONNET products becomes effective as of 01.06.2011 and will become void in case of new version of these warranty terms.