Terms and conditions of warranty for Bauer crystalline photovoltaic modules

Address	**BAUER Solar Engineering GmbH** Hinter der Mühl 2 55278 Selzen Deutschland
Managing director	Andreas Bauer
VAT no.	DE 278 486 229
Register entry	Amtsgericht Mainz HRB 43442

(Date: 01st of June 2026)

1. Warranty for error-free materials and functions

(1) Bauer Solar Engineering GmbH gives a warranty that the materials and functions of its photovoltaic modules will remain free of fault and error for a period of twenty years from the date of flash report, or in the case of models GLASS-GLASS for thirty years from the date of the flash report when subject to normal conditions of use, installation, operation and maintenance. The applicable criteria for this warranty are the performance specifications as stated on the data sheet. The appearance of the modules, any scratches, stains, mechanical wear, rust, fungus, optical impairment, discoloration and other changes occurring after delivery do not constitute defects, provided that the change in appearance does not limit the capacity to generate power.

(2) Should any module not conform to this warranty for a period of twenty years from the date of the flash report, or in the case of models GLASS-GLASS for thirty years from the date of the flash report, Bauer Solar Engineering GmbH will either repair the product, or supply a replacement or refund the amount paid at its own discretion.

2. Warranty for the rated output of the photovoltaic module

(1) The following warranty applies to the GLAS-GLAS series regarding the output power of the photovoltaic module: Within the first year, starting from the date of the flash report, Bauer Solar Engineering GmbH guarantees that the module's actual rated power (Wp) will be at least 99% of the rated power (Wp) specified in the purchase agreement. For the period of the second year, starting from the date of the flash report, through the end of the twenty-ninth year, starting from the date of the flash report, Bauer Solar Engineering GmbH guarantees that the actual rated power (Wp) of the module will decrease by no more than 0.35% of the rated power (Wp) specified in the purchase agreement each year. Thus, in the thirtieth year from the date of the flash report, the module will have an actual rated power Pmax (Wp) of at least 87.4% of the rated power Pmax (Wp) specified in the purchase agreement.

The following warranty on the output power of the photovoltaic module [CB1.1]applies to the GLAS-GLAS BC (BACK CONTACT) series: Within the first year from the date of the flash report, Bauer Solar Engineering GmbH guarantees an actual rated power (Wp) of the module of at least 99% of the rated power (Wp) specified in the purchase contract. For the period of the second year, starting from the date of the flash report, through the end of the twenty-ninth year, starting from the date of the flash report, Bauer Solar Engineering GmbH guarantees that the actual rated power in watts Pmax (Wp) of the module will decrease annually by no more than 0.35% of the rated power in watts Pmax (Wp) specified in the purchase contract. Thus, in the thirtieth year from the date of the flash report, the module will have an actual rated power Pmax (Wp) of at least 88.85% of the rated power Pmax (Wp) specified in the purchase agreement.

(2) Should the actual rated power Pmax fall below the tolerances specified in (1), Bauer Solar Engineering GmbH shall, at its own discretion, provide compensation in form of delivery of additional modules, repair of affected modules, or replacement of affected modules with a technically equivalent module, provided that Bauer Solar Engineering, following its own investigation as part of a proper inspection for defects in materials and workmanship, attributes such a loss of performance—which lies outside the granted tolerances pursuant to (1)—to defects in materials and workmanship. In the event of a claim under the performance warranty, the actual rated power (Watt Pmax) is measured under standard test conditions (25°C cell temperature, irradiance 1,000 W/m^2, and spectrum AM 1.5), considering a measurement uncertainty of 3%.

3. Further warranty claims

(1) Beyond the claims expressly stipulated in No. 1 (2) and No. 2 (2), the aforementioned warranties do not grant any further claims, in particular not for reimbursement of the costs for the removal of a defective product, the return transport to Bauer Solar Engineering GmbH and reinstallation.

(2) In the event that the photovoltaic module was registered by the installer at www.bauer-solar.de/en/login no later than 2 months after installation of the modules at the end customer, the warranty claims shall be extended to the effect that Bauer Solar Engineering GmbH shall reimburse a lump sum of EUR 150,00 per plant (photovoltaic system with one grid connection point) and warranty case for the removal of the original module and the installation of the replacement module, plus EUR 50,00 for each affected module. Any additional costs for the removal and reinstallation of the modules covered by the warranty shall be borne by the end customer. Bauer Solar Engineering GmbH is authorised to determine the company carrying out the removal or replacement itself.

4. Definition of warranty period; exclusion of warranty claims

(1) The warranty period of the guaranteed product output and performance agreed in § 1 and 2 begins on the day the relevant flash report, which is completed before the delivery of each photovoltaic module, was written. The provision of services specified in the warranty does not extend the warranty period.

(2) Warranty claims may not be assigned by the end customer.

(3) This warranty shall not apply if, following its own proper inspections, Bauer Solar Engineering GmbH establishes that a module has been incorrectly operated or negligently used, subjected to an accident, harmful contaminants or external acts of violence, or damaged as a result of misuse, modification, unsuitable installation or use, or carelessness during storage, transportation or handling, or if the photovoltaic module has been repaired or modifications have been made to a photovoltaic module in any way by persons other than Bauer Solar Engineering GmbH. This warranty will also not apply if a photovoltaic module is defective:

a. due to system parts, apparatus and system components, such as bypass diodes, connecting cables, inverters or similar, that have been coupled to the module by persons other than Bauer Solar Engineering GmbH, or due to other equipment besides the photovoltaic module or to the way in which such equipment was installed;

b. due to faulty wiring, faulty installation or faulty handling during such work;

c. due to operation in unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions or information given on the rating plate;

d. due to inappropriate maintenance and testing, glass breakage caused externally by flying objects or by external stress;

e. due to other influences, such as dirt on the front pane of glass, soiling or damage by smoke or other contaminants (especially ammonia), salt or other dirt, due to acid rain, etc.;

f. when used on mobile components, vehicles, ships, etc.;

g. due to forces of nature, force majeure or other unforeseeable circumstances beyond the control of Bauer Solar Engineering GmbH, such as earthquakes, typhoons, hurricanes, tornados, volcanic eruptions, flooding, lightning strikes, snow damage, etc.

No warranty claims will be accepted if end users customer do not inform Bauer Solar Engineering GmbH immediately after becoming aware of the defects complained about and fail to provide Bauer Solar Engineering GmbH with an opportunity to verify the defects. No complaints of defect will be accepted unless they are lodged within four weeks after discovery.

5. Warranty limitations

(1) Soweit Unless otherwise agreed in writing, this warranty applies only to the claims specified here.

(2) Under the warranty Bauer Solar Engineering GmbH will not accept any liability for any subsequent damage, additional damage or any other damage, however caused.

(3) The total liability of Bauer Solar Engineering GmbH, if any, shall be limited to €0,30 per watt for damage or for any other eventualities.

(4) The above is without prejudice to contractual warranty claims.

6. Lodging warranty claims

(1) If end customer believe they have a valid warranty claim, they must notify Bauer Solar Engineering GmbH, Hinter der Mühl 2, 55278 Selzen, Germany, without delay. To claim under the warranty, end customer must present the original receipt of purchase to Bauer Solar Engineering GmbH.

(2) Bauer Solar Engineering GmbH will not accept returns of photovoltaic modules unless Bauer Solar Engineering GmbH itself has issued a prior written request to that effect.

7. Application law, place of performance and place of jurisdication

These terms and conditions of warranty are governed exclusively by German law. The place of performance and basis for the exclusive place of jurisdiction for any claims relating to this warranty is Selzen, provided this can be permissibly agreed upon.