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Warranty Terms & Conditions

For TommaTech BIPV Solar Modules

V300924.01

Introduction

1. This limited warranty* is valid only for solar modules (hereinafter referred to as PV Modules) which are manufactured by TommaTech GmbH (hereinafter referred to as TommaTech) and which are supplied by TommaTech to a distributor or installer (hereinafter referred to as Distributor) or to the end customer (hereinafter referred to as Customer).

Purpose

2. The main purpose of this document is to clearly define issues related to our PV module warranty policy. Please note that this warranty does not apply to accessories and tool kits supplied with the product.

30 Years Limited Warranty of PV Modules

3. TommaTech accepts that defects and / or malfunctions that may occur due to the manufacturing of the PV Modules it has produced, are in the scope of this limited warranty for 30 (thirty) years from the delivery date for the Distributor or the Customer. Delivery occurs on the day when the price has been paid in full and the customer has taken the goods from TommaTech.

30 Years Limited Power Output Warranty (80%)

4. Provided that the PV Modules are used in accordance with the user manual and the conditions specified in this document, TommaTech warrants that the PV Modules will:

Have a power output corresponding to at least 80% of the lowest nominal power determined at the time of sale during the first 30 (thirty) years from the date of sale to the Customer and or the Distributor. The power which is written on the datasheet and label is decisive in this determination.

5. TommaTech may, at its sole discretion, repair the PV Modules where incomplete power output is detected or supply additional PV Modules to the solar system, or offer a discount, provided that the PV Modules have been installed and used in accordance with the user manual as well as the conditions specified in this document and after a proper claim is received from the Distributor or Customer within the warranty period and immediately after the defect is detected.
6. The power measurements of TommaTech PV Modules are taken at the standard test conditions which are AM 1.5 light spectrum, 1000 W/m² irradiance and 25°C panel temperature. TommaTech takes measurements by calibrated devices at laboratories accredited in accordance with international standards.

Warranty Exceptions

7. Regardless of whether they occur within the warranty period, claims that relate to defects related, but not limited to the causes as outlined below are not covered by TommaTech's warranty conditions for PV Modules.
 - a. Problems, defects, and malfunctions arising from mounting, installation, or application of PV Modules and/ or other materials, equipment, and devices.
 - b. Problems, defects, and malfunctions in the PV Modules and/or other materials, equipment and solar system arising from the materials, devices and equipment which are not manufactured by TommaTech or arising from their mounting, installation, and applications.
 - c. Problems, defects, and malfunctions arising from the transportation of PV Modules and their storage under unsuitable conditions.
 - d. Problems, defects, and malfunctions that occur due to the location and the area of installation which are not suitable for the specifications of the PV Module.
 - e. Problems, defects and malfunctions of PV Modules, other materials, equipment, and solar systems due to the electrical infrastructure in the location of installation.
 - f. Problems, defects, and malfunctions arising from installations and applications that do not comply with the manufacturer's instructions, user manuals or labels on the PV modules.
 - g. Problems, defects, and malfunctions caused by unauthorized or improper utilization, changes, maintenance, operation, or incorrect installation, mounting and applications.
 - h. Problems, defects, and malfunctions caused by the removal of the PV Module, its mechanisms, utilities, parts, or equipment.
 - i. Problems, defects, and malfunctions arising from improper or misuse, user mistakes and damages caused by negligence or intention.
 - j. Problems, defects, and malfunctions caused using PV modules on mobile units including but not limited to vehicles, ships etc.
 - k. Although not limited to these, any problems, defects, and malfunctions caused by power outages, power surges, lightning, explosion, fire, flood, earthquake, typhoon, hurricane, tornado, volcano explosion, tsunami, lightning strikes in or around the PV Modules, snow and salt damages, weather and natural events, natural disasters, acid rain, smoke, air pollution or other impurities, dirt or dust on the PV Module, vandalism (regardless of whether the damage is caused by intent or negligence and regardless of whether the damage is caused by the buyer or user of the PV Module or a third party), negligence or deliberate accidents, problems, defects and malfunctions caused by external factors and unforeseen situations such as civil disobedience, force majeure, etc. and problems, defects and malfunctions outside the control of TommaTech.
 - l. Fractures, cracks, or damages on the windshield surface of PV Modules due to external impacts and effects caused by living or non-living entities, including flying objects.
 - m. If the model, type, label, or serial number of the PV Modules has been changed or deleted or made illegible.
 - n. If the customers / users who buy PV Modules use the PV Modules and/or the materials and equipment which constitute the PV Modules in a way that violates the intellectual property rights of TommaTech or any third parties who are owner of those rights including but not limited to patent, utility model, trademark, copyright, design rights, etc.

- o. Bodily (death, injury, etc.) or material harms occurring in living (human, animal, etc.) or non-living entities.
- p. If the failure is not reported to TommaTech immediately after appearance.
- q. If the installer, dealer, or end-user failed to comply with TommaTech's installation manual or maintenance instructions.
- r. If the installer, dealer, or end-user failed to comply with the safety rules and regulations.
- s. If replaced products have not been returned to TommaTech or his designated cooperated partners, dealers, or distributors within thirty (15) days after appearance of the fault.

Additional Limitations

8. Additionally, the following limitations apply:
- a. TommaTech shall be under no liability under this warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid by the due date for payment.
 - b. Explicit or implicit warranties and all other liabilities and responsibilities which exceed or are contrary to the limited warranty conditions specified in this document are not binding for TommaTech and TommaTech has no liability in this regard unless they are accepted in writing by TommaTech.
 - c. TommaTech's liability under this warranty shall be limited to replacement and or repair.
 - d. Regardless of the source or reason of the damage, problem and malfunction or how they occurred, TommaTech cannot be held responsible for indirect, incidental or specific damages such as profit losses, production losses, revenue losses, opportunity losses etc. under any circumstances. The total liability of TommaTech for any damage within the scope of the warranty cannot exceed the invoice value of the PV Modules subject to the application / dispute which was issued by TommaTech in any case.
 - e. If the conditions, terms, products, or materials specified in this warranty certificate are also insured by the Customer and or the Distributor or the seller, no claim can be made to the seller or manufacturer within the scope of this limited warranty before the claim is made to the relevant insurance institution and the result is obtained. For the part covered by the insurance institution, no separate right or demand can be claimed from the seller or manufacturer, and no repeated performance or fulfilment can be demanded.
 - f. TommaTech does not cover the transportation costs to return the PV Modules to TommaTech, their installing, removing, insurance or re-installing.
 - g. These warranty terms do not limit applicable consumer protection laws relating to defects in equipment purchased by Consumers and apply without prejudice to mandatory statutory liability regulations.
 - h. No claim can be made for PV Modules whose warranty period has expired. TommaTech has no obligations about PV Modules which are out of warranty.

Defective Parts

9. If a defective PV Modules is detected, TommaTech or TommaTech's authorized distributors must be notified immediately and the use of the defective product must be discontinued. If a defective PV Modules is detected, the PV Modules packaging must not be discarded and the return instructions of TommaTech or TommaTech's authorized distributors must be followed for the return procedure.

10. The defective parts or units replaced under a warranty claim become the properties of TommaTech and must be returned to TommaTech or TommaTech's authorized distributors for inspection with the original or equivalent packaging and with the accompanying documentation within a reasonable period of time, not exceeding fifteen (15) days.

Warranty Claim Procedure

11. In Germany, the rights and obligations apply under the BGB, whereby the rights of the user are regulated in article 439 of the BGB. In addition to this warranty, the Consumer also has applicable legal statutory rights that are not restricted by this warranty.
12. In case of any defects, faulty products, or a suspicion thereof, the Customer or Distributor has to submit a proper claim to TommaTech immediately including the followings:
 - a. Completed troubleshooting report including the product information such as serial number, etc., solar solution configuration, description of defect, installed protection devices, etc.
 - b. Copy of the original invoice, receipt, and any other document which can prove the purchase of the PV Modules, and the date of installation.
 - c. Commissioning report proving the installation according to the user manual.
13. Please note that TommaTech may reject any late or incomplete claims.
14. TommaTech will, after a proper claim is received from the distributor or customer who bought the solar panels from TommaTech within the warranty period and at its own discretion replace or repair the PV Modules or offer a discount. The claims of the buyer for defects require that the buyer has complied with its statutory obligations to examine the goods and to make a complaint in respect of a defect immediately on receipt of the goods.
15. Upon approval from TommaTech, the claimant needs to send the defect claimed PV Module to TommaTech packed in its original packaging or equivalent but in such a way that it will not be damaged during transportation including accompanying documentation as specified by TommaTech within fifteen (15) business days. Please note that defective parts or units replaced under a warranty claim become the properties of TommaTech.
16. After receipt of the defect claimed product as specified and if TommaTech's due inspection concludes that the claimed defect in the product should be covered by the warranty, TommaTech may repair the product or change defective part(s) or replace the product at its own discretion depending on the defect of the product.
17. Please note that TommaTech will seek reimbursement of all incurred costs (labor, travel, delivery, and/or replacement units that have been sent) from the claimant if the product is found to be free from defects in materials or workmanship, or if the product is found not to be covered by this Limited Warranty.

Transportation Costs

18. Unless there are unique agreements signed between TommaTech and the end customers and/or distributors, the warranty covers only the cost of materials and labor work to make the defect products functional again. Generally, TommaTech is not responsible for the transport of goods. Transportation costs including shipments, insurance, duties as well as import & export fees are borne by the purchaser. TommaTech has no warranty obligation in this respect. However, and in case that a defect was accepted to be caused by manufacturing, TommaTech may, at its own discretion, cover the costs of transporting the PV Modules which have been replaced or repaired under the warranty to their respective location.

Applicability of Warranty Conditions

19. These warranty conditions are valid only for the PV Modules which are sold by TommaTech and its authorized sales points. In addition, these limited warranty conditions will only be valid for PV Modules whose periodic maintenance and repairs have been carried out by TommaTech or persons authorized by TommaTech. The claimant must prove with the relevant documents and invoices in writing that they have purchased the PV Modules from TommaTech or its authorized sales points and additionally that periodic maintenance and repairs of the purchased PV Modules have been carried out by TommaTech or persons authorized by TommaTech. While requesting a claim to TommaTech or its authorized sales points within the scope of this limited warranty, the model of the PV Modules, the type of defect or malfunction and the serial number on the label of the PV Modules must be notified in writing.
20. This warranty applies without prejudice to mandatory statutory liability regulations.
21. These limited warranty conditions will also apply to new owners of the solar system if they stay in their first place of installation and mounting.
22. Supplying or adding additional PV Module or replacing or repairing the PV Modules does not extend the specified warranty period and does not provide a replacement warranty period.
23. Any dismantled, dismantled or replaced PV Modules will belong to TommaTech free of charge. If the type or model of the PV Module subject to the claim made is out-of-production as of the date of the claim, TommaTech has the right to provide another type of PV Module (in different size, color, shape or power) instead of the PV Module subject to application.

Geographical scope of the Warranty

24. The warranty applies in the country of purchase where TommaTech or its Distributors offer warranty services subject to the terms and conditions as set forth in this document.

Validity

25. This limited warranty certificate entered into force on 01/01/2023 and will be applied to all PV Modules purchased from TommaTech as of this date. This limited warranty will be valid until a new version is published by TommaTech.

*This Limited Warranty is a basic warranty promise from TommaTech to end customers and distributors. TommaTech reserves the right to adapt the warranty terms in line with technological progress. In certain countries/regions, end customers may receive an additional warranty promise which is provided by TommaTech's authorized, local distributors. Should any claims arise in this respect, please direct them to TommaTech's authorized local distributors. Please note that this limited warranty statement may NOT be the latest version. If any needs, please contact TommaTech to get the latest version.