

**TOMMATECH GMBH**  
**CERTIFICATE OF LIMITED WARRANTY**  
**For Photovoltaic Modules**

This certificate of limited warranty is valid only for TommaTech brand Photovoltaic Modules (“PV Module”) which are manufactured by TommaTech GmbH.

**A) Fifteen Year Limited Warranty of PV Modules**

TommaTech GmbH accepts that the defects and / or malfunctions that may occur due to the manufacture of TommaTech brand PV Modules it has produced, are in the scope of this limited warranty for 15 (fifteen) years from the date of the sales invoice which it issued to the customer.

**B) 30-Year Limited Power Output Warranty (80% / 90% for PERC Monocrystalline, 87.4% / 94.6% for TOPCon)**

TommaTech GmbH guarantees that, provided TommaTech brand PV Modules are used in accordance with the warranty conditions specified in this certificate, the PV Modules will deliver power output as follows, starting from the sales date to the customer:

**For PV Modules using PERC Monocrystalline cell technology:**

a) Within the first 15 (fifteen) years, the PV Modules will provide a power output of at least 90% of the minimum nominal power specified at the time of sale.

b) Within the first 30 (thirty) years, the PV Modules will provide a power output of at least 80% of the minimum nominal power specified at the time of sale.

**For PV Modules using TOPCon cell technology:**

a) Within the first 15 (fifteen) years, the PV Modules will provide a power output of at least 94.6% of the minimum nominal power specified at the time of sale.

b) Within the first 30 (thirty) years, the PV Modules will provide a power output of at least 87.4% of the minimum nominal power specified at the time of sale.

TommaTech GmbH may, at its sole discretion, repair PV Modules found to have insufficient power output, provided they have been used in accordance with the warranty conditions, or supply additional PV Modules to the existing solar system.

TommaTech GmbH conducts power measurements of its solar panels under standard test conditions, which include an AM 1.5 light spectrum, 1,000 W/m<sup>2</sup> irradiance, and a panel temperature of 25°C. TommaTech GmbH uses measurement devices that are calibrated in internationally accredited laboratories in compliance with international standards.

**C) Warranty Exceptions**

1) Supplying / adding additional PV Module or replacing or repairing the PV Module does not extend the specified warranty period and does not provide a replacement warranty period.

2) Regardless of whether they occur within the warranty period, the following issues will not be covered by the limited warranty conditions specified 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 power plant system arising from the materials, devices and equipment which are not manufactured by TommaTech GmbH 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 are not suitable for the specifications of the PV Module,
  - e) Problems, defects and malfunctions of PV Modules, other materials, equipment and solar power plant system 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 and labels on the PV modules,
  - g) Problems, defects and malfunctions caused by unauthorized or improper production, change, maintenance, operation or changes and 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,
  - i) Problems, defects and malfunctions caused by the use of PV modules on mobile units including but not limited to vehicles, ships etc,
  - j) Although not limited to these, power outages, power surges, lightning, explosion, fire, flood, earthquake, typhoon, hurricane, tornado, volcano explosion, tsunami, lightning strikes in or around the PV Module, 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 caused by intent or negligence is caused by the buyer or user of the PV Module or third parties), negligence or deliberate accident, problem, defect 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 GmbH,
  - k) 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,
  - l) If the model, type, label or serial number of PV Modules has been changed or deleted or made illegible,
  - m) 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 GmbH such as patent, utility model, trademark, copyright, design rights, etc.
  - n) Bodily (death, injury, etc.) or material harms occurring in living (human, animal, etc.) or non-living entities,
- 3) These limited warranty conditions only cover the costs of transporting the PV Modules which have been replaced or repaired under the warranty to their location, and do not cover the transportation costs of the PV Modules for returning to TommaTech GmbH, installing, removing or re-installing.
- 4) No claim can be made for PV Modules whose warranty period has expired. TommaTech GmbH has no obligations about repairing or replacing of the PV Modules which are out of warranty.

#### **D) Applicability of Warranty Conditions**

- 1) These warranty conditions are valid only for TommaTech brand PV Modules which are sold by TommaTech GmbH and its authorized sales points. In addition, these limited warranty conditions will be valid for TommaTech brand PV Modules whose periodic maintenance and repairs have been carried

out only by TommaTech GmbH or the persons authorized by TommaTech GmbH. Persons who claim to apply these limited warranty conditions must prove with the relevant documents and invoices in writing that they have purchased the PV Modules from TommaTech GmbH or its authorized sales points and that in addition, periodic maintenance and repairs of PV Modules purchased from these persons/companies have been carried out by TommaTech GmbH or the persons authorized by TommaTech GmbH.

2) While applying to TommaTech GmbH or its authorized sales points within the scope of warranty, the model of the PV Modules, the type of error / malfunction and the serial number on the label of the PV Modules must be notified in writing.

3) The ownership of the dismantled, dismantled or replaced PV Modules will belong to TommaTech GmbH free of charge. If the type or model of the PV Module subject to the application made under the warranty is out-of-production as of the date the application is delivered to TommaTech GmbH in accordance with the legislation, TommaTech GmbH 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.

4) These limited warranty conditions will also apply to new owners of the solar power plant system in/on which the PV Modules are installed / mounted, provided that they stay in the first place of installation / mounting.

#### **E) Warranty Limitations**

Explicit or implicit warranties and all other liabilities and responsibilities which exceed or are contrary to the limited warranty conditions specified in this warranty certificate are not binding for TommaTech GmbH and TommaTech GmbH has no liability in this regard unless they are accepted in writing by TommaTech GmbH.

Regardless of the source or reason of the damage, problem and malfunction or how they occurred, TommaTech GmbH 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 GmbH for any damage within the scope of the warranty cannot in any case exceed the invoice value of the PV Modules subject to the application / dispute which was issued by TommaTech GmbH.

In the event that the conditions, terms, products or materials specified in this warranty certificate are also insured by the customer and / or the seller, any application cannot be made to the seller / manufacturer within the scope of the warranty before the application 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 to the seller / manufacturer, and no repeated performance / fulfilment can be demanded.

#### **F) Validity**

This limited warranty certificate will be valid until a new change is made by TommaTech GmbH.