



Limited Product and Performance Guarantee of 1KOMMA5° Technology GmbH for Photovoltaic Modules

Status: July 2023

§ 1 Scope

These Guarantee Terms and Conditions ("**Guarantee**") of 1KOMMA5° Technology GmbH, Neuer Wall 35, 20354 Hamburg, Germany ("**1K5°**"), govern the limited manufacturer's Guarantee granted by 1K5° for the photovoltaic modules ("**PV Modules**") distributed by 1K5°.

§ 2 Guarantor

- (1) The guarantor is 1K5°.
- (2) Services under the Guarantee are provided exclusively by 1K5° or by certified and approved partners of 1K5°.

§ 3 Product Eligible for Guarantee, Territorial Scope of Application

- (1) This Guarantee solely covers PV Modules manufactured by 1K5°, offered under the brand 1KOMMA5° Full Black Modules and installed within the territorial scope of this Guarantee as of 01.06.2023.
- (2) 1K5° provides Guarantee for warranted products sold, installed and operated in Denmark, Germany, Finland, Italy, Norway, Sweden and Australia ("**Territory**") in accordance with the terms of this Guarantee.

§ 4 Customers entitled to the Guarantee

- (1) Only Customers who purchase the PV Modules for the first time from a certified installer approved by 1K5° for their own purposes and provided that the PV Modules are being installed by the installer in the Territory are entitled to the Guarantee. Resellers of PV Modules are excluded from the Guarantee.
- (2) Also entitled to Guarantee are purchasers of a PV system who acquire the PV Modules in the original condition after their initial installation, i.e. without making any modification and spatial change to the PV Modules, from a Customer entitled to Guarantee or who are the legal successor of such a Customer. The transfer of ownership of the PV Modules must be notified to 1K5° in writing or by e-mail within 3 (three) months after completion, stating the first name and surname, address and customer number of the previous owner.
- (3) Assignment or transfer of the rights under this Guarantee is permitted only with the consent of 1K5°.

§ 5 Incurrence of Claims under Guarantee

- (1) The Guarantee is a voluntary offer of 1K5° to the Guarantee-eligible Customers.
- (2) A prerequisite for claims under the Guarantee to arise is that the PV Modules have been installed and commissioned by a certified 1K5° partner in accordance with the installation instructions issued by 1K5°.
- (3) When commissioning the PV system, the 1K5° partner must record the PV Modules with their serial number in the acceptance protocol. The acceptance protocol is to be signed by the Customer and the partner after successful acceptance. By signing the acceptance protocol, the Customer and the 1K5° partner confirm that the PV Modules are free of defects and have been properly installed. A copy of the acceptance protocol is to be handed over to the 1K5° Partner.
- (4) The Guarantee Agreement is concluded between 1K5° and the Customer with the signing of the acceptance protocol according to § 5 para. 3.

§ 6 Limited Product and Performance Guarantee, Guarantee Period

- (1) 1K5° grants a limited Product Guarantee and a Performance Guarantee for the PV Modules during the Guarantee Period
- (2) **Product Guarantee**
1K5° guarantees that the PV Modules are free from defects in material and workmanship that significantly restrict the use of the PV Modules for the intended purpose and have a significant impact on the output power. With regard to the calculation of the output power, reference is made to the provisions in § 6 (5).

- (3) Changes in the design of the PV Modules that do not affect their performance are not covered by the Guarantee. This includes color deviations or traces of normal wear and tear. Reference is made to § 9.
- (4) **Performance Guarantee**
1K5° guarantees under the Performance Guarantee that the PV Modules will not fall below the rated power defined below during the Guarantee Period: In the 1st year after commissioning, the PV Modules have at least 99% of the nominal power resulting from the product data sheet and until the expiry of the Guarantee Period they do not lose more than 0.4% of their specified nominal power per year, so that at the expiry of the Guarantee Period a nominal power of at least 87,4% according to the product data sheet per PV Module is still achieved.
- (5) The rated power corresponds to the actual output power of the PV Modules at the front. It is determined by applying the so-called standard test conditions for PV Modules ("**STC**" or also "**Standard Test Conditions**"). Here, the current, voltage and power specifications are based on an irradiance of 1000 W/m² at module level, a module temperature of 25°C and a spectrum of sunlight defined in the IEC 60904-3 (2016) Part III standard at an astronomical air mass of 1.5, corresponding to an angle of incidence of 48°. The power measurements are subject to a permissible deviation of +/- 3 % (three percent).
- (6) The Guarantee Period for the Product Guarantee is 25 years, the Guarantee Period for the Performance Guarantee is 30 years. The Guarantee Period begins with the technical commissioning of the PV system, i.e. completion of the installation and acceptance by the Customer. The submission of the notification of completion to the responsible grid operator is expressly not taken into account.

§ 7 Claims under the Guarantee

- (1) If a Guarantee Case occurs, 1K5° shall bear the costs for a technical examination of the PV Modules in accordance with the STC. If it is determined during the investigation that there is actually no Guarantee Case, the Customer must bear the costs of the technical investigation.
- (2) In the event of a Guarantee claim, 1K5° is free to (i) make up the difference to the guaranteed performance by repair, a replacement delivery or the installation of supplementary PV Modules, or else (ii) refund the purchase price for the PV Module concerned, taking into account an annual depreciation of 4% of the original purchase price paid by the Customer for the PV Module.
- (3) If the originally installed PV Modules are no longer available at the time of the occurrence of the Guarantee claim, or if these cannot be provided within a reasonable period of time due to circumstances for which 1K5° is not responsible, 1K5° is free to install PV Modules with the same or higher quality performance characteristics.
- (4) In the event of a replacement delivery or the delivery of supplementary PV Modules, 1K5° shall bear the transport costs for the PV Modules to the installation site resulting from the acceptance protocol.
- (5) The Guarantee does not cover the cost of labor for uninstalling defective PV Modules and installing replacement PV Modules or additional PV Modules, including scaffolding costs. These costs shall be borne by the Customer.
- (6) Any claims in excess of the claims pursuant to § 7(1), (2) and (3), in particular claims for loss of profit, compensation for consequential harm caused by a defect or reimbursement of expenses, are excluded under the Guarantee.

§ 8 Assertion of Claims under the Guarantee

- (1) The Customer's claims under the Guarantee must be notified to 1K5° in writing or by e-mail within 30 days after a drop in performance could have been detected by a reasonable customer (e.g. by regularly checking the function of the PV Modules via online tools and apps offered for this purpose, drop in feed-in or production data). The notification is to be addressed to: **1KOMMA5° Technology GmbH**, Neuer Wall 35, 20354 Hamburg, Germany, email: service@1komma5grad.com, Tel: +49 40 30 20 80 5.28, Tax ID: 48/738/04535, VAT ID No. DE359610853. In case that the Customer is an Australian residential it may as well contact **1KOMMA5° Distribution Pty Ltd.**, Level 14, 111 Pacific Highway, North Sydney NSW 2060, Australian, ABN: 17 667 423 243, e-mail: service.australia@1komma5grad.com, Tel.: +61 419 619 935.

- (2) Unsolicited shipment of PV Modules covered by the Guarantee is not permitted. Any deliveries will be rejected at the expense of the sender. 1K5° assumes no liability for any deterioration or destruction of the PV Modules as a result.
- (3) The Customer must enclose with its notification the documents available to it relating to the defect identified. At the request of 1K5°, the Customer must provide reasonable cooperation as required by 1K5° for the further investigation of the reported reduction in performance and provide any requested records and documents at its own expense.

§ 9 Exclusion of the Guarantee

- (1) Claims of the Customer under Guarantee are excluded if the Guarantee Case has not been notified within the period pursuant to § 8 (1) due to circumstances for which the Customer is responsible or if there is a reason for exclusion pursuant to § 9 (2).
- (2) A reason for exclusion is given if at least one of the following cases is given:
 - (i). Damage caused by transport or incorrect storage of the PV Modules.
 - (ii). Faulty design and installation of systems, including faulty sizing of the system, faulty structural design or layout of the system.
 - (iii). Improper or non-standard installation of the PV Modules by the Customer or a third party commissioned by the Customer, or installation that does not comply with the installation instructions or notes.
 - (iv). Incorrect system configuration, e.g. by mounting mutually incompatible PV Modules.
 - (v). Installation of non-approved components with the PV Modules, e.g. inverters.
 - (vi). Unprofessional, improper or contrary to the operating instructions and notes operation or operation of the PV Modules, including operation outside the limits prescribed for ambient humidity and temperature.
 - (vii). Use of the PV Modules for purposes not intended or approved for this purpose.
 - (viii). Failure to carry out the functional checks to be performed in accordance with the operating instructions and the scheduled maintenance in accordance with the maintenance instructions.
 - (ix). Reduced performance due to shading.
 - (x). Modifications, dismantling, new installation of the PV Modules without approval by 1K5°.
 - (xi). Damage caused by environmental and other external influences such as acid rain, air pollution, fire, explosion, scorching.
 - (xii). Damage resulting from natural events (e.g. lightning, hail, frost, snow load, storms, floods, earthquakes, typhoons, ground movements) or also effects of animals (e.g. maggots or birds).
 - (xiii). Acts of violence such as vandalism, war or accidents, e.g. tree felling.
 - (xiv). Damage caused by services performed on the PV Modules by unauthorized third parties.
 - (xv). Damage caused by other components of the PV system, e.g. due to voltage fluctuations, overvoltage, power failure, defective electrical installation, faults attributable to the power supply network or the grid connection.
 - (xvi). Failure to comply with the applicable legal regulations during assembly or operation.
 - (xvii). Damage contributed to by conduct attributable to the Customer.
- (3) 1K5° does not provide Guarantee for PV Modules mounted on mobile carriers such as motor vehicles or ships, or used within snow load zones that are outside the approved loads according to the product data sheet.
- (4) The Guarantee does not apply if serial numbers or other features and marks that serve to identify the PV Modules have been removed so that clear assignment is no longer possible.

§ 10 Settlement of a Guarantee Claim

- (1) After notification of a Guarantee Case according to § 8 (1) and determination of the occurrence of a Guarantee Case, 1K5° shall perform the Guarantee services. It may use third parties for this purpose.
- (2) Until the completion of the tests to be performed and, if necessary, the replacement of the PV Modules, the products covered by the Guarantee remain the property of the Customer. Defective PV Modules sent to 1K5° that are covered by the guarantee and are replaced become the property of 1K5° upon completion of the service provision.

§ 11 Relationship of the Guarantee to Warranty Claims

- (1) The Customer's claims under this Guarantee shall exist in addition to the claims under warranty in accordance with the statutory provisions.
- (2) Statutory warranty claims remain unaffected by the Guarantee and can be asserted independently of this.
- (3) For Australia: Beside this limited manufacturer's guarantee our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Reference is made to the respective mandatory provisions of the ACL which shall apply.

§ 12 Industrial Property Rights

- (1) 1K5° remains the owner of all copyrights and exploitation rights to the plans, construction drawings, presentations and all illustrations, drawings, recordings, construction and circuit diagrams and other documents provided to the Customer within the scope of the provision of services, whether in written or electronic form. They may not be made accessible to third parties or exploited by the Customer without the consent of 1K5°.
- (2) Upon request by 1K5°, documents handed over must be returned by the Customer with the assurance that no copies have been made. The Customer is liable for any use of the information in his possession contrary to these conditions.

§ 13 Data Protection

- (1) 1K5° processes the personal data provided by the Customer in the course of the initiation and execution of the Guarantee (e.g. name, address, e-mail address, telephone number, market and metering location ID) confidentially and in accordance with the applicable legal provisions, in particular the Basic Data Protection Regulation, the Federal Data Protection Act and the Telemedia Act.
- (2) The responsible party in terms of data protection laws and service provider in terms of the German Telemedia Act (TMG) is 1KOMMA5° Technology GmbH, Neuer Wall 35, 20354 Hamburg, Germany, represented by the Managing Director, Jannik Schall. The company's data protection officer can be reached at datenschutz@1koma5grad.com.
- (3) The 1K5° company processes the Customer's data in execution of the Guarantee Agreement or pre-contractual obligations. The legal basis for the data processing is Art. 6 para. 1 lit. b) DS-GVO.
- (4) The Customer will immediately notify 1K5° of any changes to his data disclosed during the conclusion and performance of the Agreement.
- (5) 1K5° may use service providers to provide the contractual services. Insofar as in this context personal data is forwarded to partner companies for the performance of the contractual services, or these companies process personal data on behalf of 1K5°, 1K5° has concluded agreements on the commissioned processing of data (Art. 28 DS-GVO) with these companies in accordance with the statutory provisions on data protection. Insofar as the service provider is located in a country for which there is no adequacy decision of the European Commission, the processing of data is based on the standard contractual clauses approved by the European Commission.
- (6) The Customer is entitled to receive information about the status of his stored personal data at any time. He is further entitled to demand their correction at any time as well as to object to the use, processing, storage and transmission or to revoke any consent given, insofar as the processing of the data is not required for the performance of the contractual services. In addition, the Customer has the right to demand the deletion of the data insofar as it is not required for the performance of the Agreement. The Customer has the right to data transfer and a right to restriction of processing. If the Customer wishes to have the processing of his personal data restricted, this data – apart from its storage – may only be processed with the Customer's consent or for the assertion, exercise or defense of legal claims or for the protection of the rights of another natural or legal person or for reasons of an important public interest of the European Union or a Member State. Automated decision-making or profiling does not take place.

- (7) The Customer's personal data will be deleted as soon as the purpose for storing it no longer applies. Unless previously requested by the Customer, the collected data will be deleted after termination of the contractual relationship existing between 1K5° and the Customer, unless the collected data must be retained due to legal provisions, for the settlement of the contractual relationship or the enforcement of further claims.
- (8) All requests for information from the Customer should be directed – stating the question as precisely as possible – to the data protection officer of 1KOMMA5° Technology GmbH, Neuer Wall 35, 20354 Hamburg, Germany, e-mail: datenschutz@1koma5grad.com. 1K5° will process the request as quickly as possible and attempt to resolve any existing concerns.
- (9) Furthermore, customers can lodge a complaint with a data protection authority. The competent supervisory authority for 1K5° is the Hamburg Commissioner for Data Protection and Freedom of Information, Klosterwall 6 (Block C), 20095 Hamburg, Tel.: +49 (40) 42854-4040, e-mail: mailbox@datenschutz.hamburg.de.

§ 14 Online Communication

- (1) If the Agreement between 1K5° and the Customer is concluded electronically, further communication between the parties will also be exclusively electronic to the extent permitted by law. The Customer will receive all messages and information to be transmitted in connection with the execution of the Agreement at the e-mail address provided by him in the context of the conclusion of the Agreement.
- (2) The Customer is obliged to create the technical requirements (e.g. reachable e-mail address) for online communication during the term of the Agreement and to ensure their accessibility.
- (3) 1K5° expressly draws attention to the fact that the conversion from electronic communication to paper form is not possible, or is only possible with considerable additional effort. Insofar as the Customer insists on paper form and 1K5° is not obligated to do so due to statutory provisions, the Customer must therefore bear the additional costs incurred in this regard.

§ 15 Final Provisions

- (1) Amendments and supplements to this Agreement must be made in text form within the meaning of § 126 b BGB in order to be effective. This shall also apply to any waiver of this text form clause.
- (2) These Guarantee Terms shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) The statutory provisions for the choice of the place of jurisdiction shall apply.