



Warranty Statement for Delivery of Photovoltaic Solar Energy Systems

1. This warranty statement contains the sole warranties concerning photovoltaic solar energy systems including (spare) parts thereof (hereinafter referred to as: the “System(s)”) purchased from TSS4U B.V. (hereinafter referred to as: “TSS”) by a third party (hereinafter referred to as: the “Purchaser”). The warranties set out herein are only valid for System(s) which are:
- Installed, operated and maintained according to TSS’s installation, operation and maintenance instructions;
 - Installed at the location(s) used for the design and engineering of the System(s);
 - Operated with the equipment used for the design and engineering of the System(s);
 - Operated with the load consumption(s) and load pattern(s) used for the design and engineering of the System(s);
 - Not altered by anyone other than TSS or without TSS’s prior written consent;
 - Not damaged by circumstances beyond the reasonable control of TSS or by negligence or lack of caution of the Purchaser/End user;
 - Not damaged by abuse, improper application or negligence in use, storage, transportation or handling.

Transportation costs for the return of System(s) or for reshipment of any repaired or replaced System(s), costs of installation, removal or reinstallation of System(s) are excluded from this warranty statement.

2. Subject to the exclusions contained below, TSS warrants to the Purchaser that the System(s) shall be free from defects in materials and workmanship under normal application, installation, use and service conditions as specified in TSS’s product/system documentation. The duration of this limited warranty is 12 (twelve) months after installation of the System(s) or 18 (eighteen) months from the date of the FCA factory delivery by TSS (according to the latest edition of the Incoterms issued by the International Headquarters of the International Chamber of Commerce in Paris, France), whichever period expires first, (hereinafter referred to as: the “Warranty Period”). The date of delivery shall be the date agreed upon between the Purchaser and TSS in writing.
3. The warranties provided for herein shall not apply to defects, failures or power degradation of System(s) caused by:
- a. the Purchaser’s failure to abide by TSS’s installation, operation or maintenance instructions;
 - b. exceeding the daily energy demand that the System is sized for;
 - c. using the System in/under conditions other than for which it was designed;
 - d. not performing periodical reconditioning of the battery (if required) in accordance with TSS’s maintenance instructions;
 - e. handling, repairs, or modifications of the System by persons other than employees of TSS or by authorised contractors of TSS;
 - f. using the System other than for the purpose it is designed for;
 - g. theft, vandalism, damage by animals, abuse, misuse, or other negligent acts;
 - h. flood, fire, explosion, rock-fall, stone damage/stone chipping, direct or indirect lightning strike, civil war, riot or damage resulting from extreme weather conditions such as hail (with a diameter of more than 25 mm -twenty-five millimeters- or greater and an average impact speed of more than 23 m/s -twenty three meters per second-), hurricanes, cyclones, sandstorms or any other events outside TSS’s reasonable control;
 - i. wind speeds (and wind gusts) exceeding the product/system design wind speed.

4. All observations, measurements and actions regarding the System(s) should be recorded in a logbook per System. Warranty claims shall only be taken into consideration by TSS if this condition is fulfilled completely.
5. Warranty claims will be dealt with by TSS only when notified in writing to TSS within the Warranty Period and within 14 (fourteen) days after the defect or failure of the System has become apparent. Any warranty claim has to be accompanied by a copy of the original invoice of the System together with all information that TSS deems necessary for the assessment of the legitimacy of the warranty claim and for its analysis of the alleged defects and failures and the causes thereof. Warranty claims will not be taken into consideration if the type or series number of the System(s) or part(s) thereof has been altered, removed or made illegible.
6. Warranty claims shall only be accepted if the Purchaser can prove to TSS that the malfunctioning or non-conformity of the System(s) is exclusively caused by defects in materials and/or workmanship under normal application, installation, use and service conditions specified in TSS's product/system documentation. If the warranty claim according to TSS is valid, TSS will, at its option, either repair or replace the System, or refund a reasonable, pro-rated portion of the purchase price thereof. Any faulty parts or components of the System are to be returned by the Purchaser, freight prepaid, to TSS's nominated (company) location at the Purchaser's own cost and risk. Repaired or replaced parts or components of the System(s) shall be delivered by TSS to the Purchaser free of charge, FCA factory (loaded on truck, excluding stuffing, according to the latest edition of the Incoterms issued by the International Headquarters of the International Chamber of Commerce in Paris, France).
7. The repair or replacement of parts or components of the System(s) do not cause the beginning of a new warranty period of the System nor an extension of the original Warranty Period.
8. Any replaced parts and components of the System(s) shall become the property of TSS.
9. The limited warranties set forth in this warranty statement are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, unless such other warranties are agreed to in writing by TSS.
10. To the maximum extent permitted by applicable law TSS hereby disclaims, and shall have no responsibility or liability whatsoever for, damage or injury to persons or property or for any other loss, damage or injury arising out of or related to any of the Systems or the use thereof.
11. To the maximum extent permitted by applicable law, under no circumstances shall TSS be liable towards the Purchaser or any third party for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising and related to the System(s), even if TSS has been advised of the possibility of such damages.
12. To the maximum extent permitted by applicable law TSS's aggregate liability shall not exceed the purchase price paid to TSS by the Purchaser of the System(s) that gave rise to the warranty claim.