

# PHANTOM

**swiss solar**

## Warranty Conditions



## Product Warranty

1. SSWISS GROUP AG (hereinafter referred to as "SSWISS GROUP") warrants that the Glass-Glass Bifacial generation solar modules under the Swiss Solar trademark, purchased by the End Customer, are free from defects in materials and workmanship that may affect their operational performance (hereinafter referred to as "Product Defects"), provided that they are used and stored in accordance with the manufacturer's technical requirements.

This Warranty is granted in addition to any other inalienable rights of the End Customer arising under applicable law. The exercise of warranty rights shall in no way diminish or restrict such statutory rights. These rights remain valid regardless of whether the module is subject to warranty proceedings or such a claim has been asserted.

2. These Warranty Conditions apply to the following Solar Modules (hereinafter referred to as "Solar Modules"):

**Phantom 48-TCA Bifacial DoubleGlass**

**Phantom 54-TCA Bifacial DoubleGlass**

**Phantom 132-TCA Bifacial DoubleGlass**

**Phantom 144-TCA Bifacial DoubleGlass**

**Phantom 156-TCA Bifacial DoubleGlass**

**Phantom 66-TCA Bifacial DoubleGlass**

**Phantom Black 48-TCA Bifacial DoubleGlass**

**Phantom Black 54-TCA Bifacial DoubleGlass**

**Phantom Black 132-TCA Bifacial DoubleGlass**

**Phantom Black 144-TCA Bifacial DoubleGlass**

**Phantom Black 156-TCA Bifacial DoubleGlass**

**Phantom Black 66-TCA Bifacial DoubleGlass**

3. This Warranty under these Warranty Conditions applies exclusively within the country of purchase of the solar modules bearing the TM Swiss Solar trademark. The Warranty shall automatically become void if the End Customer transfers or relocates the Solar Modules to another country for installation or operation.
4. **Exclusion for Complete Systems**  
These Warranty Conditions apply exclusively to individual solar modules supplied under the TM Swiss Solar trademark. They do not apply to complete photovoltaic systems, nor to any services such as installation or assembly. TM Swiss Solar is a manufacturer of solar modules; any warranties for complete systems or related services are subject to separate agreements with the respective providers.

## **B) PRODUCT WARRANTY**

1. TM Swiss Solar provides this warranty exclusively to End Customers who have purchased Solar Modules under the Swiss Solar trademark for their own use and not for resale or commercial distribution. TM Swiss Solar warrants that the Solar Modules are free from defects in materials and workmanship that materially affect their functionality (Product Defects) for a period of thirty (30) years from the date of dispatch from the delivery warehouse (Product Warranty Period). Upon request, TM Swiss Solar shall confirm in writing the shipment date. This 30-year warranty applies specifically to Glass-Glass Bifacial DoubleGlass modules as listed in Section A
2. The Product Warranty Period shall commence on the date of dispatch of the Solar Modules from the Swiss Solar delivery warehouse, as evidenced by the corresponding delivery documents. If the End Customer cannot provide proof of the delivery date, the Warranty Period shall be deemed to have commenced on the date of the relevant invoice.

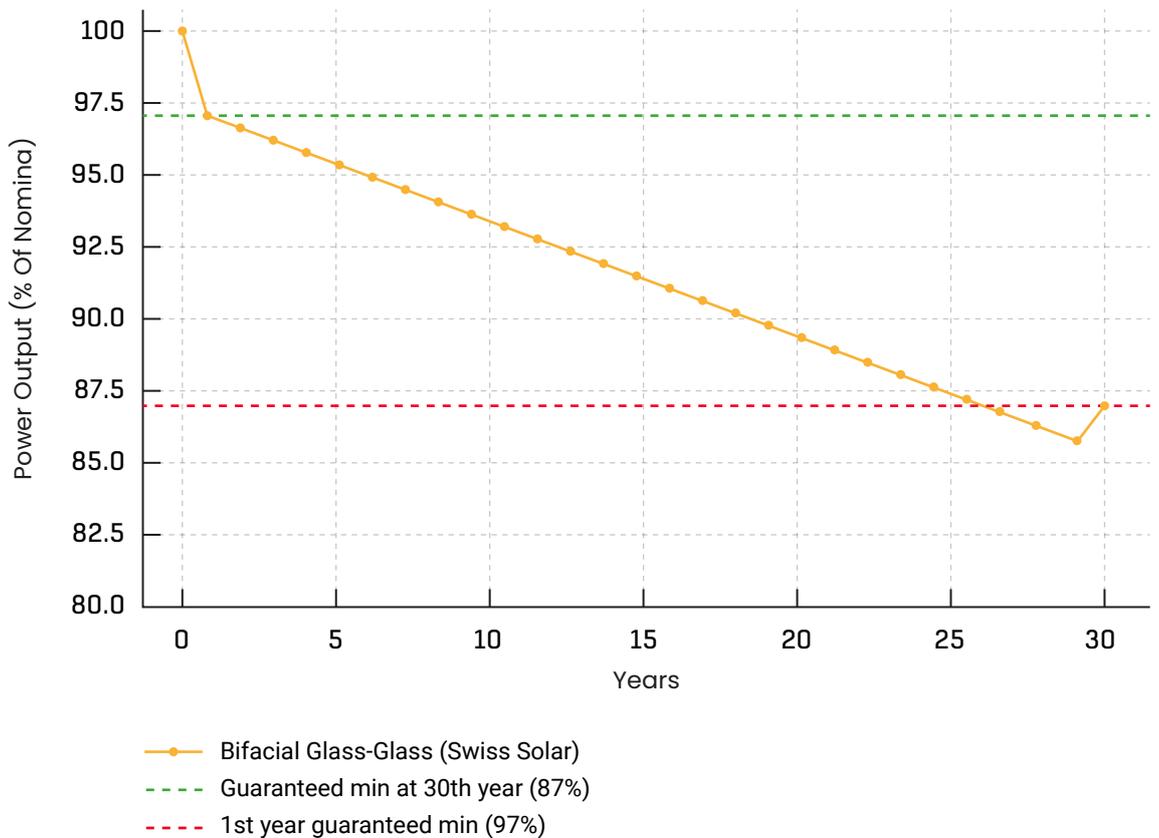
### C) PERFORMANCE WARRANTY

TM Swiss Solar warrants to the End Customer under these Warranty Conditions that all bifacial glass-glass Solar Modules shall maintain their power output as follows:

1. During the first year from the date of dispatch from the Swiss Solar warehouse, the actual power output of the Solar Modules shall not be less than 97% of the nominal power specified on the product label under Standard Test Conditions (STC: 1000 W/m<sup>2</sup> irradiance, AM 1.5 spectrum, 25±2°C).
2. From the 2nd year until the end of the 29th year, the annual decline in power output shall not exceed 0.4% of the nominal power under STC.
3. By the end of the 30th year, the actual power output shall be at least 87% of the nominal power under STC.

The shipment date shall be confirmed in writing by TM Swiss Solar upon the End Customer's request.

Swiss Solar Performance Warranty - Bifacial Glass-Glass Modules



## D) SWISS SOLAR WARRANTY SERVICES

1. If a valid Warranty Claim arises under Section B or C during the applicable Warranty Term, TM Swiss Solar shall, at its sole discretion:
  - a. repair the Solar Module at the End Customer's location;
  - b. repair the Solar Module at a Swiss Solar facility or at a facility of an authorized third party;
  - c. supply an additional Solar Module to the End Customer;
  - d. replace the Solar Module with a new or equivalent module; or
  - e. refund the residual value of the Solar Module based on the remaining Warranty Period, calculated on a pro-rata basis of the original purchase price.Upon delivery of a replacement module or payment of a refund, ownership of the original Solar Module shall automatically transfer to TM Swiss Solar. The remaining Warranty Term of the original module shall apply to any replacement module. If the originally supplied module is no longer in serial production, a functionally equivalent module shall be provided.
2. The End Customer shall bear all transportation, shipping, and insurance costs associated with the return of defective Solar Modules and the delivery of repaired or replacement modules.
3. Costs for testing, inspection, and third-party expert assessments shall only be reimbursed if they have been pre-approved in writing by TM Swiss Solar.
4. If a Warranty claim is submitted and it is determined that no valid Warranty Claim Event exists, TM Swiss Solar reserves the right to invoice the End Customer for any costs incurred, provided that the End Customer knew, or by gross negligence did not know, that no valid Warranty Claim Event existed.
5. If a Warranty service initially provided by TM Swiss Solar is unsuccessful, TM Swiss Solar is entitled to repeat the same service or to provide an alternative service, unless such repetition or substitution would be unreasonable for the End Customer.

## **E) EXCLUSION OF THE WARRANTIES**

1. This Product Warranty does not apply to, and Swiss Solar shall not be held liable for, any defects, failures or damages of the Solar Modules resulting from:
2. Improper transportation, handling, storage, installation, removal, or reinstallation of the Solar Modules.
3. Installation or operation not in accordance with the installation manual, technical specifications, or applicable safety standards.
4. Misuse, negligence, accidents, or use of the Solar Modules for purposes other than their intended application.
5. Unauthorized modifications, repairs, or attempts to alter the Solar Modules carried out by the End Customer or third parties.
6. External influences including, but not limited to, fire, flood, earthquake, storm, hail, lightning, or other force majeure events.
7. Damage caused by exposure to corrosive environments, pollution, salt mist, chemicals, or other environmental conditions exceeding standard test requirements.
8. Normal wear and tear, including scratches, stains, discoloration, or other cosmetic changes that do not affect performance or functionality.
9. Use in off-grid systems without proper protection devices or in applications subject to abnormal voltage or power surges

## **F) TRANSFER OF WARRANTY**

If the End Customer sells or otherwise transfers ownership of the Solar Modules to a new owner, this Warranty shall automatically transfer to the new owner for the remainder of the applicable Warranty Term, provided that the new owner can present the original proof of purchase or Warranty certificate. In such case, the new owner shall be deemed the End Customer for the purposes of these Warranty Conditions, and all rights of the prior End Customer under this Warranty shall expire.

The transfer of ownership does not extend or renew the Warranty Term.

## G) LIMITATION OF LIABILITY

1. Warranty claims must be submitted to TM Swiss Solar in writing, accompanied by a copy of the original delivery note or the dealer/installer invoice from which the Solar Module was purchased, regardless of whether the dealer is part of the Swiss Solar distribution network. For an extended Warranty under the Full Coverage requirements (Section B.2), the corresponding registration number must also be provided. TM Swiss Solar may request additional supporting documents, such as photos, test records, or inspection reports.
2. Claims based on spontaneous glass breakage (without external influence) or reduced power output of a Solar Module must be verified by an expert appraisal conducted by TM Swiss Solar, an authorized third party, or an independent certification institute accredited under IEC 61215.
3. Obvious Warranty Claim Events must be reported no later than three (3) months after discovery by the End Customer. Claims submitted after this period may be accepted or rejected at the sole discretion of TM Swiss Solar.
4. Transport damages are not covered by this Warranty and must be reported separately using the official Transport Damage Claim Form available at [www.swissenergy-solar.ch](http://www.swissenergy-solar.ch). (<http://www.swissenergy-solar.ch/>)

## H) LIMITATION OF LIABILITY

### 1. Exclusion of Indirect Damages

To the maximum extent permitted by law, TM Swiss Solar shall not be liable, regardless of the legal basis (contract, tort, or otherwise), for any indirect or consequential losses arising in connection with these Warranty Conditions or the provision of warranty services.

In particular, liability is excluded for:

- loss of profit, revenue, or use;
- loss of data;
- cost of capital or substitute goods;
- downtime costs;
- property damage not directly related to the Solar Modules;
- and any special, incidental, or consequential damages, including those occurring at third-party premises.

The coverage provided under the Swiss Solar Full Coverage insurance program remains unaffected.

### 2. Exceptions to the Limitation

These limitations do not apply where liability is mandatory under product liability law, or in cases of:

- willful misconduct;
- gross negligence;
- injury to life, body, or health;
- or breach of essential contractual obligations (i.e. obligations that are fundamental to the performance of the contract and on which the End Customer may reasonably rely).

In the event of a breach of such essential obligations, liability is limited to typical and foreseeable damages arising from the contract, unless caused by willful misconduct, gross negligence, injury to life, body, or health, or where liability arises under product liability law.

## I) FINAL PROVISIONS

1. These Warranty Conditions shall be governed exclusively by the substantive laws of Switzerland, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall not affect the End Customer's rights under any mandatory local consumer protection laws.
2. If any provision of these Warranty Conditions is or becomes invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In such case, the invalid provision shall be replaced with a valid one that most closely reflects the intended economic purpose.

Warrantor:  
SSWISS GROUP AG (trading under the brand TM Swiss Solar)

Place, date:  
Zug, Switzerland – 09/2025