

Warranty conditions

AXITEC photovoltaic-modules

AXITEC Energy GmbH & Co. KG (AXITEC) grants A) a product warranty and B) a warranty against a reduction in cell performance (performance guarantee) on AXITEC Series AC photovoltaic modules. The product warranty means the freedom from deficiencies relating to the material and workmanship. The warranty against a reduction in cell performance (performance warranty) relates to a decline in performance caused by a reduction in the performance of cells in the photovoltaic module. The general warranty conditions pertaining to both warranty types and the conditions for any claims are explained in Part C).

This warranty is given voluntarily by AXITEC and is independent of statutory warranty claims, which apply only to the seller of the photovoltaic modules. Claims of this nature are neither restricted by our warranty nor hereby substantiated with regard to us, in as far as no direct purchasing contract exists with us. The use of such statutory warranty rights is free of charge.

A. Product warranty

Under the terms of these warranty conditions, AXITEC guarantees for a period of fifteen (15) years that Series AC photovoltaic modules are free from deficiencies relating to the material and workmanship. The junction boxes of the SolarEdge Technologies Inc. company are excluded from this warranty.

The product warranty applies from the date of sale to the end customer (but beginning one (1) year after the production date at the latest. Details of this date can be obtained from AXITEC).

B. Warranty against reduction in cell performance (performance warranty)

The warranty against a reduction in cell performance (performance warranty) applies from the date of sale to the end customer (but beginning one (1) year after the production date at the latest. Details of this date can be obtained from AXITEC), if the performance values listed in the following Table 1 are undershot. The reduction in performance relates in each case to the rated output specified on delivery.

The warranty against a reduction in cell performance (performance warranty) does not come into force if the reduction in performance is caused by damage or defects on module components such as the module glass, module frame, connection socket, bypass diodes, cables, connector and EVA and rear film.

Table 1

*Years	**Power
0 – 1	97,0 %
1 – 2	96,5 %
2 – 3	96,0 %
3 – 4	95,5 %
4 – 5	95,0 %
5 – 6	94,5 %
6 – 7	94,0 %
7 – 8	93,5 %
8 – 9	93,0 %
9 – 10	92,5 %
10 – 11	92,0 %
11 – 12	91,5 %
12 – 13	91,0 %
13 – 14	90,5 %
14 – 15	90,0 %
15 – 16	89,5 %
16 – 17	89,0 %
17 – 18	88,5 %
18 – 19	88,0 %
19 – 20	87,5 %
20 – 21	87,0 %
21 – 22	86,5 %
22 – 23	86,0 %
23 – 24	85,5 %
24 – 25	85,0 %

*Years: Years since date of sale or date of production

**Power: Module output in relation to the specified rated output

C. Warranty Conditions

1. General information

- 1.1 This warranty applies exclusively to the customer. The warranty declaration does not apply to distributors or installation companies. Customers are all module purchasers who have purchased the photovoltaic modules for their own use.
- 1.2 This warranty is valid worldwide (with the exception of the USA), separate warranty conditions apply for the USA. Warranty claims arising from this warranty can only be asserted within the respective warranty period. An extension is excluded, irrespective of the legal grounds involved.

2. Limitation of liability

- 2.1 This warranty applies exclusively in the case of proper and correct conditions of use, installation and operation. The warranty only applies if the efficiency of the photovoltaic modules has not been diminished by measures or events which lie beyond the scope of influence of AXITEC. These include in particular defects in a photovoltaic module:
- caused by incorrect installation (for example, deviating from the installation manuals, which are available on the company website), commissioning or operation or the improper removal and/or reinstallation of photovoltaic modules.
 - caused by plant parts, fixtures and system components such as bypass diodes, connection cables, inverters or similar which have not been connected correctly to the photovoltaic module.
 - caused by faulty wiring work, faulty installation work or faulty handling during such work.

- caused by operation under ambient conditions or using methods deviating from product specifications, the operating manual or details on the rating plate.
 - caused by glass breakage
 - caused by unsuitable tests
 - caused by incorrect design and / or configuration of the system
 - due to other influences, including dirt on the front glass, soiling or damage caused by smoke, salt, cleanser or other dirt
 - caused by use on mobile units such as vehicles, ships, etc.
 - due to the forces of nature, force majeure and other unforeseen circumstances outside the scope of influence of including earthquakes, typhoons, hurricanes/cyclones, volcanic eruptions, flooding, lightning strikes, snow damage (resulting from the maximum snow load specified in the operating manual being exceeded), nuclear events, etc
- 2.2 Micro-cracks may develop in the cells as a result of incorrect transportation, installation and operation. These are not covered by the warranty.
- 2.3 This warranty applies only if the modules are installed in accordance with the installation instructions and the laws and regulations applicable at the installation site.
- 2.4 Different colouring and shading may occur on all module components as a result of manufacturing and material processes during operation of the photovoltaic modules. No claims can be made in relation to this under this warranty.
- 2.5 The following deviations in the dimensions and performance of modules are subject to a tolerance limit. They are therefore considered "as agreed" and do not constitute a claim to warranty.
- | | | |
|--------------------------------------|-------------|--------|
| Length measurement tolerances in mm: | <50 | = +/-2 |
| | 50 - 400 | = +/-3 |
| | 400 -1000 | = +/-4 |
| | 1000 – 2000 | = +/-6 |
- Measurement tolerance of power Pmax under STC in % = +/-3
- 2.6 Claims arising from the guarantee cannot be transferred to third parties.

3. Warranty

- 3.1. Where a warranty case occurs pursuant to these guarantee conditions, AXITEC shall either repair or replace the product at its own discretion. AXITEC also reserves the option, instead of repair or replacement, alternatively to reimburse according to the current and market manufacturer's price of the product. In the event of the module type no longer being produced at the time of the warranty case, AXITEC reserves the right to supply another module type. This module type may differ in terms of size, shape, colour, working condition and/or performance. The residual time of the original warranty period applies to newly supplied photovoltaic modules.
- 3.2. Further claims from this warranty are excluded, with this exclusion also applying to claims relating directly to the repair. Particularly, in the case of entitlement to claim warranty, the customer is not entitled to a replacement of the lost feed in tariff during this period.

4. Invoking the warranty

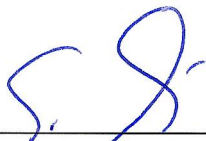
- 4.1. Notification of all warranty cases must be given immediately in writing after occurrence or detection to the seller or

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- 4.2. Invoking of the guarantee requires proof of purchase, particularly the existence of an original purchasing receipt, and the undamaged condition of the serial number and product label.
- 4.3. Whether a warranty case exists is governed by the STC (standard test conditions) valid at the beginning of the warranty. The STC encompass framework conditions usual in the sector with which the output of a photovoltaic module is measured (see also IEC 61215 standard). The output is specified in Watt peak (Wp), It is incumbent upon the customer to conduct this technical inspection.
- 4.4. Affected photovoltaic modules may only be sent back with the prior written agreement Of AXITEC.
- 4.5. The customer is obliged to transfer the replaced older photovoltaic modules back into the possession of AXITEC and return these to AXITEC at its own expense.
- 4.6. With regard to this warranty and legal disputes relating to this warranty, the law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and provisions governing conflict of laws. The place of jurisdiction for all disputes arising from this contractual relationship is Böblingen, Germany.

This guarantee applies to our Series AC photovoltaic modules delivered between the 18.05.2022 and the day on which new guarantee conditions come into force

Böblingen, 18.05.2022



Steffen Wiedmann
CEO