

WARRANTY CONDITIONS FOR PHOTOVOLTAIC MODULES MANUFACTURED BY VOLTEC SOLAR AND DELIVERED AFTER September 1ST, 2021.

For the module ranges TARKA, SANKA and BIVA which Voltec Solar produces and sells, Voltec Solar provides a warranty under the following terms and conditions:

1. Limited Product Warranty

Subject to the exclusions set out in section 5 below and the requirements of the present warranty conditions, the company VOLTEC SOLAR SAS guarantees that the photovoltaic module ranges listed above do not have any defects in material and workmanship under normal application, installation, use and maintenance for the periods described in the board below. From the date of delivery of the material by VOLTEC SOLAR SAS to its client (first purchaser).

	Limited warranty of product	
Range	For panels installed in E.U.	For panels installed outside E.U.
TARKA	20 years	10 years
SANKA		
BIVA	30 years	20 years

2. Limited Performance Warranty

Subject to the exclusions set out in section 5 below, the company VOLTEC SOLAR SAS guarantees each module from the ranges TARKA, SANKA and BIVA listed above against any decrease in the power delivered below the level of the minimum power stated in the specifications of the modules (each module's data sheet) under the following conditions:

	Linear performance warranty	
Range	For panels installed in Europe	For panels installed out of Europe
TARKA	25 years Nominal power 98% for the first year.	25 years Nominal power 98% for the first year.
SANKA	Then a 0.5% annual decrease for the next 24 years.	Then a 0.85% annual decrease for the next 24 years.
BIVA	30 years Nominal power 98% for the first year.	30 years Nominal power 98% for the first year.
	Then a 0.5% annual decrease for the next 29 years.	Then a 0.65% annual decrease for the next 19 years.

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3. Perimeter of the warranty

- 3.1 If the warranty provided for in Article 1 above is claimed during the warranty period, VOLTEC SOLAR SAS reserves the right, at its best convenience, to replace the concerned modules, to repair the modules or to refund in the amount of the residual value calculated based on the price collected by VOLTEC SOLAR SAS at the time of sale, with a 5% depreciation per year.
- 3.2 If the warranty provided for in Article 2 above is claimed during the warranty period, VOLTEC SOLAR SAS reserves the right, at its best convenience, to compensate for the deviation by repairing the modules, replacing the part recognized as defective, by supplying additional modules to compensate for the lack of power, by refunding in proportion to the residual value based on the price collected by VOLTEC Solar SAS, with a 5% depreciation per year.
- 3.3.1 All other warranties are excluded, in particular the compensation for material and immaterial disadvantages due to consequential damages beyond the replacement or the repair of all parts of the PV module or of the PV module itself.
- 3.3.2 In each of the cases referred to in 3.1 and 3.2, VOLTEC SOLAR SAS does not bear the costs of de installation, freight and cost there and back and installation cost related to parts or products being replaced.
- 3.4 The photovoltaic modules or components exchanged or replaced become the property of VOLTEC SOLAR SAS.
- 3.5 The claim of the warranty will neither lead to the extension of the warranty nor to a new warranty period.

4. Conditions and procedure for claims of the warranty

4.1 Conditions for the claims

- 4.1.1 The applicants eligible for the above warranties are the good faith owners of products manufactured and sold by VOLTEC SOLAR SAS and installed in Europe that can prove their title. Installations realized outside of Europe need to be separately confirmed by VOLTEC SOLAR SAS in writing.
- 4.1.2 The warranties only apply if put forth following the procedure described in Section 4.2 hereinafter and if the defective product is presented with the original invoice (indicating the date of delivery, module type and serial number). These warranties shall not apply if the model name or serial number and / or name plate on the product has been modified, deleted, removed or made illegible.
- 4.1.3 The mounting and installation of the photovoltaic panels must only be performed by persons qualified by VOLTEC SOLAR. This qualification must be in writing and may be obtained either by an authorized employee of VOLTEC SOLAR, or after having participated in a training session at VOLTEC SOLAR and obtaining validation in writing.

4.2 Procedure for claims

4.2.1 The claimed flaws or power loss referred to in above items must be reported during the applicable warranty period, as soon as it is found out and at the latest, within two (2) weeks following the finding, by registered letter, together with the original delivery note or original invoice as mentioned in section 4.1.

4.2.2 VOLTEC SOLAR SAS will accept the return of photovoltaic modules only after having given its written approval.

4.3 Special rules applicable for putting forward claims on the basis of the warranty referred to in Article 2

4.3.1 Before sending any complaints regarding claims referring to Article 2, the owner must perform, at its expense, measurements on those modules using a photovoltaic flasher or other suitable measuring device. The flasher or other measuring device must have an accuracy of 5% in the range of 100 to 1000 W/m². The measurement must in this regard be performed by groups (strings), and the irradiance must be at least 800 W per m². In addition, the cross-section of cables connecting the modules must be determined and a photo of the modules must be taken during the measurement. During the measurement, a tolerance of up to 15% must be taken into account. The owner must run the measurement by an independent institute or expert approved by VOLTEC SOLAR SAS.

4.3.2 If the measurement taken at the initiative of the owner shows that the minimum power of the modules is clearly not the power guaranteed, the owner can claim the warranty referred to in Article 2. In this case, the claim must be made in the manner prescribed in 4.2.1 and also contain a presentation of the results of measurements, the determination of the cross-section of the cables and a photo.

5. Cases of no warranty

Excluded are all material and immaterial damages coming from other causes and events outside of the product delivered, and different from the ones specified in the present special warranty conditions.

Below a non-exhaustive list of excluded warranty cases:

- Failure from the purchaser or from the installer to respect the assembly instructions.
- Incorrect use of the products
- Loss of performance due to the fouling of the panels (stains, dust, sand, foam)
- Panels modifications without the supplier agreement.
- Modification, or replacement attempt of the serial number label which makes the identification impossible.
- Scratch, abrasion, mark, change of color, or any modification after the delivery that don't degrades the mechanical stability or the panels performance.
- Corrosion due to the environment
- Degradations or defaults due to events such natural disaster, vandalism ...

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6. Maintenance

Claims based on the present warranty conditions can only be made if the first owner can prove that regular and timely maintenance was correctly performed without any interruption throughout the duration of the warranty period.

7. Contact

In all matters in connection with the present warranty conditions and rights linked to it, the contact is:

VOLTEC SOLAR SAS,
Customer service, 1 rue des Prés,
67190 DINSHEIM SUR BRUCHE, FRANCE

8. Final Provisions

- 8.1 The present warranty conditions are integral part of the conditions of sale and delivery of VOLTEC SOLAR SAS.
- 8.2 In case of doubt about the interpretation of a clause or in the absence of reference to determine precisely the extent of the obligations of VOLTEC SOLAR SAS, the customer acknowledges that the obligations of VOLTEC SOLAR SAS are obligations of means.
- 8.3 Any dispute related to any operation mentioned hereby shall be subject to the exclusive jurisdiction of the Commercial Chamber of the Tribunal de Grande Instance de Strasbourg, France.
- 8.4 All terms and conditions are subject to French law.
- 8.5 Only the commitments contained in the general conditions of sale and the present warranty conditions validated by the signatures of the client and an authorized representative of VOLTEC SOLAR are applicable to this operation. The general conditions of sale and these warranty conditions define the precise commitments of VOLTEC SOLAR for the execution of the concerned order. Any other information, regardless of the medium or origin, which could add, contradict, modify or supplement a commitment is considered not to exist. To be applicable, the warranty conditions must have been signed before the delivery of the concerned products.
- 8.6 The invalidity or unenforceability of any clause hereof does not affect the validity or enforceability of these conditions in their entirety.
- 8.7 Updated: 12/03/2020
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