

GUARANTEE DECLARATION FOR PHOTOVOLTAIC MODULES - ECO LINE GLASS-GLASS

Dear Luxor Solar customer,

Luxor Solar GmbH photovoltaic modules are carefully manufactured and their functionality is subjected to a thorough final inspection in order to meet the highest expectations. In the very rare occasion that a photovoltaic module does, however, exhibit a material and or manufacturing defect or a loss of performance, you have recourse, in addition to any statutory guarantee claims to which you are entitled against the seller, to the Luxor Solar GmbH under this product and performance guarantee under the following conditions. The guarantee period is starts on the date of installation of the product or 90 (ninety) days after delivery, depending on whichever date is the earlier one. The guarantee applies to all modules, which were sold to a customer with the documented date of sale from July 19, 2018 onwards. Customers are all module purchasers who have purchased the photovoltaic modules for their own use. The guarantee declaration does not apply to distributors or installation companies.

1. PRODUCT GUARANTEE

The Luxor Solar GmbH guarantees that the photovoltaic modules manufactured in its name (from hereon referred to as „product/s“), are, under normal and intended conditions of use, installation, operation and maintenance, free from any material and manufacturing defects for a period of thirty (30) years from the date sale of the product by the Luxor Solar GmbH to the end customer. The product guarantee excludes the junction box supplied by the companies Tigo Energy und SolarEdge Technologies Inc. The guarantee covers the components: frame, glass, cells, cable, connectors, junction box and film, however, only in terms of their functionality. For example, discolorations do not represent faults or defects in the terms of this product guarantee. Micro-cracks may develop in the Product cells as a result of incorrect transportation, installation and operation, and such damage is specifically excluded from each Warranty provided hereunder. Should a product, due to defects impacting one or more components, not meet this impeccable quality, which guarantees the flawless, technical functionality of the product, the Luxor Solar GmbH will, for a period of time of thirty (30) years from delivery of the product by the Luxor Solar GmbH to the first buyer, meet its guarantee obligation by exchanging the defective product (place of fulfilment is the place where the Luxor Solar GmbH has its head office) for a similar fault-free product.

2. GUARANTEE AGAINST DEGRADATION OF THE INITIAL EFFICIENCY OF THE CELLS

If, within a period of thirty (30) years of the transfer of the product to the first buyer, the real performance values fall below the values specified in the following table with respect to nominal efficiency of the module, Luxor Solar GmbH will offset the missing efficiency through additional modules or through replacement, provided the performance loss is attributable to degradation of the cells (place of fulfilment is the head office of Luxor Solar GmbH).

The guarantee against performance reduction of the cells (service guarantee) will not be applicable if the performance reduction is caused by damages to or defects in the module components such as module glass, module frame, junction box, bypass diodes, cables, connectors and EVA.

Years ¹⁾	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Efficiency in% ²⁾	97,00	96,66	96,31	95,97	95,62	95,28	94,93	94,59	94,24	93,90	93,55	93,21	92,86	92,52	92,17	91,83	91,48	91,14	90,79	90,45	90,10	89,76	89,41	89,07	88,72	88,38	88,03	87,69	87,34	87,00

¹⁾ Years from the sales date to the first buyer

²⁾ Less efficiency than the nominal efficiency specified at the time of delivery



3. LIMITS / EXCLUSION OF GUARANTEE OBLIGATIONS

- 3.1 This guarantee commitment does not cover performance reductions or defects caused by improper handling, installation, dismantling, operating fault or external influences or other influences especially:
- + due to system parts, devices and components such as diodes, connecting cables, inverter etc, that were not handled properly or were handled by staff that is not technically qualified, or due to other devices or the installation type of such devices;
 - + due to improper or faulty wiring jobs, installation jobs or handling during such jobs;
 - + due to operation under unsuitable environmental conditions or unsuitable methods that deviate from the product specifications, operating instructions or ratings plate data or external stresses;
 - + due to unsuitable maintenance and unsuitable tests;
 - + breaking of glass due to external effect;
 - + due to influences such as impurities in the front glass, pollution or damage due to unusual environmental or weather influences such as smoke, hot steam or steam or air saturated with greasy or other chemical substances, or alike;
 - + due to use of mobile units such as vehicles, ships etc., provided their use is not expressly permitted;
 - + due to natural forces, force majeure and other unforeseeable circumstances outside the field of influence of Luxor Solar GmbH, like earthquakes, hurricanes, damages caused by volcanic eruptions, floods, lightning, damage from snowfall (resulting from the fact that the maximum snow load according to the operating instructions was exceeded), nuclear event etc.;
 - + due to faulty design and/or installation of the system or its individual components;
 - + due to harmful influences of paint or unsuitable detergents used on the module;
- 3.2 Micro-cracks can develop in the cells due to improper transport, installation and operation; these are not an integral part of the guarantee.
- 3.3 Different colours and shades can occur in the different module components due to the manufacturing processes as well as material processes during the operation of the photovoltaic modules. No claims from this guarantee will be applicable for these changes.
- 3.4 Claims from this guarantee cannot be transferred to third parties.

4. CLAIMS ON THE GUARANTEE COMMITMENT

The provision of guarantee services does not extend the guarantee period, which starts with the transfer of the product by Luxor Solar GmbH, Kornbergstraße 29, 70176 Stuttgart, Germany, Phone +49.711.88888-999, info@luxor-solar, to the first buyer.

The guarantee service will be provided only if the defect/degradation is reported immediately after it is discovered by the buyer to the concerned seller/dealer or to Luxor Solar GmbH under presentation of the original invoice or the sales voucher, the delivery date, module type and Serial No. in writing, and subsequently proven in a suitable way (by recognized test institute/test method/expert opinion). If Luxor Solar GmbH offers replacement or addition as the guarantee service for defects or degraded modules, it will not cover the restitution of costs in case of compensation loss, the costs of the dismantling/replacement of the defective products and the transport from our warehouse to the end-customer premises. The guarantee will not apply if the type- or serial numbers of the module are changed, deleted, removed or rendered illegible. Luxor Solar GmbH will not accept any return of modules without previous written agreement.

To fulfil the guarantee commitment, Luxor Solar GmbH is authorized to deliver a different identical-value product type according to its discretion, if the product is replaced (different size, shape, colour and/or performance parameters); further, replacement of products is not subject to any claim on the use of new or as-good-as-new products. Upon request the exchanged modules will become the property of Luxor Solar GmbH.

September 11, 2019

