



Limited Product Warranty

PARTS | POWER | LABOR
Europe

TSC PowerXT[®] Modules



Dear TSC solar system buyer,

Congratulations! You've made an excellent choice in purchasing high performance, high quality TSC solar panels.

We take pride in our high quality standards, rigorous testing, and certifications by global testing agencies. We hope you enjoy your beautiful TSC system.

All the best,
TSC PowerHome B.V.



Limited Product Warranty

TSC provides this Limited Product Warranty (the “Limited Product Warranty”) to Customer (as defined below) for the TSC solar modules for the residential market (PowerXT-xxxR and PowerXT-xxxR-AC) or commercial market (PowerXT-xxxC) (where “xxx” is the power rating of the module) (“Products”) purchased for installation and use at the site of the original installation (the “Site”). “Customer” means (1) the person or entity who originally purchases the Products from TSC or its authorized distributor for installation and use at the Site, and (2) subsequent owners of the Site. Moving or removing the Products from the Site, using the Products at any location other than the Site, and/or disassembling or otherwise altering the Products after original installation voids this Limited Product Warranty.

1. LIMITED PRODUCT WARRANTIES:

- (a) Freedom from Defects Warranty. Subject to the terms and conditions of this Limited Product Warranty, TSC warrants to Customer that, for a period of 25 years from the date of original installation (the “Warranty Period”), the Products will be free from defects in material and workmanship (the “Freedom from Defects Warranty”).
- (b) Power Output Warranty. Subject to the terms and conditions of this Limited Product Warranty, TSC warrants to Customer that during the Warranty Period the loss of DC power output of the Products shall not exceed (i) 2.0% of the Initial Guaranteed Power (as defined below) in the first year of the Warranty Period, and (ii) 0.5% of the Initial Guaranteed Power for each year of the Warranty Period after the first year, such that in the final year of the Warranty Period the DC power output shall not be less than 86.0% of the Initial Guaranteed Power (the “Power Output Warranty”). “Initial Guaranteed Power” means the Peak Power Watts P_{max} (W_p) specified in the applicable Product Data Sheet, minus the lower limit of the Power Output Tolerance P_{max} (%) specified in the Product Data Sheet, and measured at Standard Test Conditions (“STC”) for the Product. For Products that are AC modules, the DC power output of the module is determined prior to the AC unit input.

In the event a Product is used in a solar field comprised of more than 500 panels, then the average power of an array of panels will be used to determine whether an individual Product complies with the Power Output Warranty. For example, if the average power value of an array is 94% after the first 10 years of the Warranty Period, but an individual panel is at 90%, the array power would be deemed compliant with the Power Output Warranty and the individual panel would be remedied in accordance with this Limited Product Warranty solely at TSC’s discretion.

2. LIMITED PRODUCT WARRANTY CLAIM PROCESS:

To make a claim under this Limited Product Warranty, Customer must contact TSC timely upon discovery of the defect during the Warranty Period, as follows:

Attn: Warranty Claims Department

Email: warrantyclaims@solaria.com

Contact Information for Europe

Jürgen Fuhrmann

Germany - Territory Business Development Manager

+49 8061 9389885 | +49 151 15121009

jfuhrmann@solaria.com

Andrea Antolini

Italy -Territory Business Development Manager

+39 3488781221

aantolini@solaria.com

Europe Headquarters Address

TSC PowerHome B.V.

Barbara Strozziilaan 201 1083HN

Amsterdam

Netherlands

solaria.com/europe

At TSC's request, Customer shall return the affected Products to TSC in accordance with TSC's return merchandise authorization ("RMA") process. Upon TSC's acceptance of delivery of a returned Product, title to such Product is transferred to TSC. If any Products are returned other than in compliance with the RMA process, or if TSC cannot verify the reported defect, then TSC may in its discretion return such Products to Customer at Customer's expense.

TSC reserves the right to have the cause of the module failure or power loss verified and/or determined by an independent third-party testing laboratory. Third party measurements shall be conducted under STC in accordance with IEC 61215, taking into account a +/- 3% measurement tolerance. TSC will pay for the costs associated with any such third-party testing unless the results demonstrate no actual module failure or power loss as provided herein, in which case TSC reserves the right to charge Customer for such costs.

3. LIMITED PRODUCT WARRANTY EXCLUSIONS:

TSC must be notified of all claims within the Warranty Period. Any claim made outside of the Warranty Period is invalid. This Limited Product Warranty does not include any costs of labor or other costs related to de-installing or re-installing a Product or de-installing, re-installing or troubleshooting any other elements of Customer's electrical systems

TSC SHALL NOT BE RESPONSIBLE FOR, AND THIS LIMITED PRODUCT WARRANTY SHALL NOT APPLY TO, ANY OF THE FOLLOWING:

- (a) Use of any Product that (i) is not consistent with the Product's intended purpose, (ii) is not under normal conditions, (iii) is not in accordance with the Product's documentation, or (iv) is at any location other than the Site;
- (b) Any Product subjected to misuse, damage, abuse, neglect or accident; alteration; improper installation, maintenance, shipment, handling, application or removal; placement or mounting in an unsuitable physical or operating environment; power failure or voltage surges, lightning, flood, fire, accidental breakage or other events outside TSC's control;
- (c) Use with equipment not authorized by TSC, including mirrors or other solar systems of any kind;
- (d) Damage or corrosion resulting from negligence or due to improper shipment, handling, storage or use;

- (e) Damage to serial numbers, markings, legends or labeling, including being altered, defaced, or removed.
- (f) Damage from external stress in excess of the Product's certified capabilities, including without limitation any damage related to falling rocks, branches, roofing materials, hail or other debris;
- (g) Cosmetic defects stemming from normal wear and tear of the Product's materials or external stains, marks or scratches that do not affect performance or functionality and physical abuse.
- (h) Normal wear and tear, aging or natural degradation that does not affect power output.
- (i) Alterations in the utility-approved operating parameters of the Product, which alterations cause the Product to malfunction, fail or fail to perform optimally; or
- (j) Any error, omission or defects caused by third party designs, data or technology.

TSC does not provide any warranty for any accessories to the Products that are manufactured by third parties. For claims related to the AC unit or AC Power Output of the PowerXT-xxxR-AC, Customer should refer to the Enphase standard warranty located at: <https://enphase.com/en-us/warranties> and contact Enphase at +31-73-7041633.

4. REMEDIES:

- (a) If TSC confirms that a Product has failed to comply with the Freedom from Defects Warranty during the Warranty Period, then TSC will, as its sole obligation and Customer's exclusive remedy for any failure to comply with the Freedom from Defects Warranty, repair or replace the warranted Product or parts thereof. Defective Products or parts may be replaced with either new or factory refurbished or remanufactured Products or parts. TSC will cover reasonable delivery costs of any replacement Products or parts sent to Customer.
- (b) If TSC confirms that a Product has failed to comply with the Power Output Warranty during the Warranty Period, TSC will, as its sole obligation and Customer's exclusive remedy for any failure to comply with the Power Output Warranty, elect to either: (i) repair or replace the warranted Product or parts thereof, or (ii) issue a credit to Customer equivalent to the difference in the then-applicable warranted power output and the actual power output, multiplied by the then-current market price per watt of a comparable panel at the time of Customer's claim. TSC will cover reasonable delivery costs of any replacement Products or parts sent to Customer.
- (c) In the event a Product fails to conform to the Limited Product Warranty, TSC, at its sole discretion, may reimburse all or a portion of the service cost which results directly from the removal or re-installation of the defective Product(s).

5. DISCLAIMER:

EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED PRODUCT WARRANTY, THE PRODUCT IS PROVIDED "AS IS," AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. TSC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TSC DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE

WITHOUT INTERRUPTION OR WILL BE DEFECT-FREE, OR THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS.

6. LIMITATION OF LIABILITY:

IN NO EVENT SHALL TSC'S LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED PRODUCT WARRANTY OR ANY USE OF THE PRODUCT EXCEED THE AMOUNT PAID BY THE ORIGINAL PURCHASER FOR THE PRODUCT, AS EVIDENCED BY THE ORIGINAL INVOICE. IN NO EVENT SHALL TSC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF TSC HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

7. DISCLOSURE:

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS AND/OR LIMITATIONS SUCH AS THOSE SET FORTH IN THIS LIMITED PRODUCT WARRANTY AND SUCH DISCLAIMERS AND/OR LIMITATIONS MAY NOT APPLY.

8. GENERAL:

- (a) This Limited Product Warranty is governed by the laws of the Netherlands, excluding the United Nations Convention on Contracts for the International Sale of Goods. Customer hereby consents to the exclusive jurisdiction of the Dutch Court located in Amsterdam for all disputes related to this Clause 8, the Products and/or this Limited Product Warranty.
- (b) The remedies in this Limited Product Warranty are Customer's sole and exclusive remedies and are in lieu of all other remedies at law or in equity, notwithstanding any failure of essential purpose.
- (c) TSC expressly reserves the right to novate or assign its rights and obligations under this Limited Product Warranty to a third party with expertise and resources necessary to discharge TSC's obligations under this Limited Product Warranty.

Other Information

Product information is subject to change without notice. All trademarks are recognized as the property of their respective owners.

User documentation is updated frequently;
Check solaria.com/europe for the latest information.

For patent information refer to solaria.com/patents/



TSC PowerHome B.V.
Barbara Strozzilaan 201 1083HN
Amsterdam, Netherlands
www.solaria.com/europe