

Warranty Conditions

AXITEC Photovoltaic Modules

AXITEC Energy GmbH & Co. KG (AXITEC) shall grant A) product warranty and B) warranty against cell performance degradation (performance warranty) on AXITEC photovoltaic modules in accordance with the module overview AA) (see end of document). The product warranty means freedom from defects in the material and workmanship. The warranty against cell performance degradation (performance warranty) refers to performance loss caused by the degradation of the cells in the photovoltaic module. Part C) explains the general warranty conditions applicable to both types of warranty and the prerequisites for a possible claim.

This warranty is provided voluntarily by AXITEC and exists independently of statutory warranty claims, which only apply to the seller of the photovoltaic modules. Such claims are neither limited by our warranty nor justified against us based on this, insofar as there is no direct purchase contract with us. The exercise of such statutory rights in respect of defects shall be free of charge.

A. Product Warranty

AXITEC guarantees under the conditions of this warranty condition for a period of fifteen (15) years that the photovoltaic modules according to the module overview AA) are free from defects in materials and workmanship. This warranty excludes junction boxes manufactured by SolarEdge Technologies Inc.

The product warranty is valid from the date of sale to the end customer (but begins no later than one (1) year after the production date. This date can be requested from AXITEC).

B. Warranty against Cell Performance Degradation (Performance Warranty)

The warranty against cell performance degradation (performance warranty) is valid from the date of sale to the end customer (but begins at the latest one (1) year after the production date; this date can be obtained from AXITEC). The warranty applies if the performance values fall below the values specified in Table 1 below. In each case, the performance reduction refers to the nominal power specified on delivery.

The warranty against cell performance degradation (performance warranty) does not come into effect if the performance degradation is caused by damage to or defects in the module components, such as module glass, module frame, junction box, bypass diodes, cables, connectors, EVA and back foil.

Table 1

Modules according to module overview AA)	1)	2)	3)
*years	**performance		
0 - 1	97.00%	97.00%	99.00%
1 - 2	96.50%	96.59%	98.60%
2 - 3	96.00%	96.17%	98.20%
3 - 4	95.50%	95.76%	97.80%
4 - 5	95.00%	95.34%	97.40%
5 - 6	94.50%	94.93%	97.00%
6 - 7	94.00%	94.52%	96.60%
7 - 8	93.50%	94.10%	96.20%
8 - 9	93.00%	93.69%	95.80%
9 - 10	92.50%	93.28%	95.40%
10 - 11	92.00%	92.86%	95.00%
11 - 12	91.50%	92.45%	94.60%
12 - 13	91.00%	92.03%	94.20%
13 - 14	90.50%	91.62%	93.80%
14 - 15	90.00%	91.21%	93.40%
15 - 16	89.50%	90.79%	93.00%
16 - 17	89.00%	90.38%	92.60%
17 - 18	88.50%	89.97%	92.20%
18 - 19	88.00%	89.55%	91.80%
19 - 20	87.50%	89.14%	91.40%
20 - 21	87.00%	88.72%	91.00%
21 - 22	86.50%	88.31%	90.60%
22 - 23	86.00%	87.90%	90.20%
23 - 24	85.50%	87.48%	89.80%
24 - 25	85.00%	87.07%	89.40%
25 - 26		86.66%	89.00%
26 - 27		86.24%	88.60%
27 - 28		85.83%	88.20%
28 - 29		85.41%	87.80%
29 - 30		85.00%	87.40%

*Years: Years from date of sale or production

**Performance: Module power in relation to the specific nominal power

Warranty conditions

1. General

- 1.1 This warranty applies exclusively to the end customer. The warranty statements do not apply to intermediaries or installation companies. End customers are all module purchasers who have purchased the photovoltaic modules themselves for their own use.
- 1.2 This warranty is valid worldwide (except in the USA and Australia). Separate warranty conditions apply for the USA and Australia. Warranty claims arising from this warranty can only be asserted within the respective warranty period. An extension, for whatever legal reason, is excluded.

2. Limitation of liability

- 2.1 This warranty is valid only under proper conditions of use, installation and operation. The warranty only applies if the performance of the photovoltaic modules has not been reduced by measures or events outside AXITEC's sphere of influence. These include, in particular, defects in a photovoltaic module:
 - due to improper installation (e.g. deviating from the installation instructions, which can be viewed on the company website), commissioning, operation or improper removal and/or reinstallation of photovoltaic modules.
 - through non-compliance with local standards, laws and regulations.
 - due to system parts, devices and system components such as bypass diodes, connection cables, inverters or similar, which have not been properly coupled to the photovoltaic module.
 - due to faulty wiring work, faulty installation work or faulty handling during such work.
 - due to operation under ambient conditions or methods deviating from the product specifications, operating instructions or nameplate information.
 - due to glass breakage
 - due to inappropriate tests
 - due to faulty design and/or configuration of the system
 - due to other influences such as dirt on the front glass, contamination or damage by smoke, salt, cleaning agents or other soiling
 - when used on mobile units such as vehicles, ships, etc.
 - due to natural forces, force majeure and other unforeseeable circumstances beyond AXITEC's control, such as earthquakes, typhoons, hurricanes, volcanic eruptions, floods, lightning, snow damage (resulting from exceeding the maximum snow load permitted under the operating instructions), nuclear event, etc.
- 2.2 Due to improper transport, assembly and operation, micro-cracks may occur in the cells; 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 Due to the manufacturing processes as well as material processes during the operation of the photovoltaic modules, different colours and shades of all module components can occur. This does not give rise to any claims under this warranty.

- 2.5 The following deviations with regard to the dimensions and performance of modules are subject to a tolerance limit, are therefore deemed to be "as agreed" and do not give rise to any claim under the 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 this warranty cannot be transferred to third parties.

3. Warranty Performance

- 3.1. In the event of a warranty case in accordance with this warranty condition under A. Product Warranty, AXITEC will, at its own discretion, either

- a) repair the product in question,
- b) replace it or
- c) compensate for it at the current and market manufacturer price per Wp.

If the module type is no longer in production at the time of the warranty claim, AXITEC reserves the right to supply another module type. This module type may vary in size, shape, colour, condition of use and/or performance. The remaining time of the original warranty period applies to the newly delivered photovoltaic modules.

- 3.2. If a warranty case exists in accordance with this warranty condition under B. Performance Warranty, AXITEC may, at its own discretion, either

- a) compensate for the loss of power by supplying additional modules which make up the difference between the guaranteed power and the measured power at the time of the warranty claim, or
- b) reimburse the difference between the actual STC performance and the remaining theoretical warranty performance of the products (current and market manufacturer's price per Wp * (remaining theoretical warranty performance - actual measured STC performance)).

If the module type is no longer in production at the time of the warranty claim, AXITEC reserves the right to supply another module type. This module type may vary in size, shape, colour, condition of use and/or performance. The remaining time of the original warranty period applies to the newly delivered photovoltaic modules.

- 3.3. No further claims shall arise from this warranty, not even directly related to the repair. In particular, it is therefore excluded that the customer, in the event of a claim to the warranty service, also has a claim to compensation for the feed-in tariff lost during this period.

4. Claiming on the Warranty

4.1. All warranty cases must be reported by the customer to the seller or to

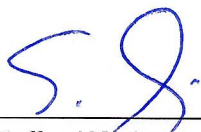
AXITEC Energy GmbH & Co. KG
Otto-Lilienthal-Str. 5
71034 Böblingen
(<http://www.axitecsolar.com>)

in writing.

- 4.2. Furthermore, the claim requires that proof of purchase, in particular an original purchase receipt, is submitted and that the serial number and the product label are not damaged.
- 4.3. Whether a warranty claim exists is determined by the STC test conditions (Standard Test Conditions) valid at the beginning of the warranty. The STC test conditions are standard industry conditions used to measure the performance of a photovoltaic module, see also standard IEC 61215. The power is specified in watt peak (Wp). This technical investigation is the responsibility of the end customer.
- 4.4. Affected photovoltaic modules may only be returned with the prior written consent of AXITEC.
- 4.5. The end customer undertakes to return the replaced old photovoltaic modules to AXITEC and to send them back to AXITEC at his own expense.
- 4.6. The law of the Federal Republic of Germany shall apply with regard to this warranty and to legal disputes concerning this warranty, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions. The place of jurisdiction for all disputes arising from this contractual relationship is Böblingen, Germany.

This warranty applies to our photovoltaic modules according to the module overview AA), which are delivered between 01/04/2023 and the day on which new warranty conditions come into force.

Böblingen, 01/04/2023



Steffen Wiedmann
Managing Director

AA) Module Overview

1)	2)	3)
AC-xxxMH/108V	AC-xxxMG/108V	AC-xxxTFM/108WB
AC-xxxMH/108VB	AC-xxxMB/108V	AC-xxxTFM/108BB
AC-xxxMBT/108V	AC-xxxMG/120V	AC-xxxTGM/108WB
AC-xxxMH/120V	AC-xxxMG/144V	AC-xxxTGM/108BB
AC-xxxMH/120S	AC-xxxMB/144V	AC-xxxTGM/108TB
AC-xxxMH/120VL	AC-xxxJGM/120WB	AC-xxxTGB/108WB
AC-xxxMH/120VB	AC-xxxJGM/120BB	AC-xxxTGB/108BB
AC-xxxMBT/132V	AC-xxxJGM/120TB	AC-xxxTGB/108TB
AC-xxxMH/144V	AC-xxxJGB/120WB	AC-xxxTFB/108WB
AC-xxxMH/144S	AC-xxxJGB/120BB	AC-xxxTFB/108BB
AC-xxxMH/144VM	AC-xxxJGB/120TB	AC-xxxTFB/108TB
AC-xxxMBT/144V		AC-xxxTFM/144WS
AC-xxxJFM/120WB		AC-xxxTFB/144WS
AC-xxxJFM/120BB		AC-xxxTFB/144TS
AC-xxxJFB/120WB		AC-xxxTFM/144WS
AC-xxxJFB/120BB		AC-xxxTFB/144WS
AC-xxxJFB/120TB		AC-xxxTFB/144TS

xxx = nominal power according to module label