

Warranty conditions

AXITEC photovoltaic modules

AXITEC GmbH (AXITEC) grants A) a product warranty and B) a performance warranty on AXITEC Series AC photovoltaic modules. The product warranty means the freedom from deficiencies relating to the material and workmanship. The performance warranty relates to a decline in performance and the minimum capacity of the photovoltaic modules. The general warranty conditions pertaining to both warranty types and the conditions for any claims are explained in Part C).

This warranty is granted voluntarily by AXITEC GmbH. It exists independently of legal warranty claims against the seller of modules. Claims of this nature are neither restricted by our warranty nor hereby substantiated with regard to us, insofar as no direct purchasing contract exists with us.

A. Product warranty

Under the terms of these warranty conditions, AXITEC GmbH guarantees for a period of ten (10) years that Series AC photovoltaic modules are free from deficiencies relating to the material and workmanship.

B. Warranty against performance decline

If, (a) within a period of twelve (12) months from the date of sale to the customer, the performance of a module is less than 97% of the rated output specified on delivery or, (b) within a period of twenty-five (25) years from the date of sale to the customer, the performance of the module is less than the module performance reduction listed in Table 1 when compared to the rated output specified on delivery.

Table 1

	Years*	Power**
a	1	97.0%
	2	96.5%
	3	96.0%
	4	95.5%
	5	95.0%
	6	94.5%
	7	94.0%
	8	93.5%
	9	93.0%
	10	92.5%
	11	92.0%
	12	91.5%
b	13	91.0%
	14	90.5%
	15	90.0%
	16	89.5%
	17	89.0%
	18	88.5%
	19	88.0%
	20	87.5%
	21	87.0%
	22	86.5%
	23	86.0%
	24	85.5%
	25	85.0%

* Years from date of sale to end customer

** Power less than the rated power specified on delivery

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 modules for their own use. Modules can also be fitted to a building which the customer has purchased, provided the modules are part of the photovoltaic system in which they have been originally operated.
- 1.2 This warranty applies within the European Union or within another country in which the product has been placed on the market by AXITEC. 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 only applies in the case of proper application, installation and operating conditions. The warranty only applies if the efficiency of the modules has not been diminished by measures or events which lie beyond the scope of influence of AXITEC GmbH. These include in particular a defect in a module
- caused by incorrect installation, commissioning or operation or the improper removal and reinstallation of 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 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.
 - due to glass breakage caused by external influences or flying objects.
 - due to other influences, including dirt on the front glass, soiling or damage caused by smoke, salt 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 AXITEC, including earthquakes, typhoons, hurricanes/cyclones, volcanic eruptions, flooding, lightning strikes, snow damage (resulting in the maximum snow load specified in the operating manual being exceeded), nuclear events, etc.
- 2.2. Claims arising from the warranty cannot be transferred to third parties. The exception in this respect is when the products remain at their original installation location.

3. Warranty

- 3.1. Where a warranty case occurs pursuant to these warranty conditions, AXITEC shall either repair or replace the product at its own discretion.
- 3.2. Where the module type in question is no longer being manufactured, AXITEC reserves the right to supply another type. The residual time of the original warranty period applies to newly supplied modules.
- 3.3. AXITEC shall bear the costs for a technical inspection and transportation of modules in a warranty case. Costs shall not be borne by AXITEC if no warranty case exists. Costs for the installation and removal of modules shall be borne by the warrantee.
- 3.4. Further claims from this warranty are excluded.

4. Invoking the warranty

- 4.1. Notification of all warranty cases must be given in writing within eight (8) weeks of occurrence or detection to the seller or

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- 4.2. Invoking of the warranty 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. Technical inspections must be realised under 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 solar module is measured (see also IEC 61215 standard). The output is specified in Watt peak (Wp). This technical inspection must be realised by an accredited test institute if it is to be recognised.
- 4.4. 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. Exclusive jurisdiction is Böblingen, Germany.
- 4.5. Affected modules may only be sent back with the prior written agreement of AXITEC.

This warranty applies to our Series AC photovoltaic modules delivered between the 01.04.2012 and the day on which new warranty conditions come into force. The previous rules apply to our products delivered prior to the 01.04.2012.

Böblingen, 01.04.2012



Steffen Wiedmann
Managing Director