

Guarantee conditions

AXITEC photovoltaic modules

AXITEC GmbH (AXITEC) grants A) a product guarantee and B) a guarantee against a reduction in cell performance (performance guarantee) on AXITEC Series AC photovoltaic modules. The product guarantee means the freedom from deficiencies relating to the material and workmanship. The guarantee against a reduction in cell performance (performance guarantee) relates to a decline in performance caused by a reduction in the performance of cells in the photovoltaic module. The general guarantee conditions pertaining to both guarantee types and the conditions for any claims are explained in Part C).

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

A. Product guarantee

Under the terms of these guarantee conditions, AXITEC GmbH guarantees for a period of twelve (12) years that Series AC photovoltaic modules are free from deficiencies relating to the material and workmanship.

The product guarantee applies from the date of sale to the customer (but beginning two (2) years after the production date at the latest. Details of this date can be obtained from AXITEC GmbH).

B. Guarantee against reduction in cell performance (performance guarantee)

The guarantee against a reduction in cell performance (performance guarantee) applies from the date of sale to the customer (but beginning two (2) years after the production date at the latest. Details of this date can be obtained from AXITEC GmbH) and if the performance values listed in the following Table 1 are undershot. The reduction in performance relates in each case to the rated output specified on delivery.

Table 1

	Years*	Performance**
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 after sales or production date (see B)

** Performance less than the rated output specified on delivery

The guarantee against a reduction in cell performance (performance guarantee) does not come into force if the reduction in performance is caused by damage or defects on module components such as the module glass, module frame, connection socket, bypass diodes, cables, connector and EVA and rear film.

C. Guarantee conditions

1. General information

- 1.1 This guarantee applies exclusively to the customer. The guarantee declaration does not apply to distributors or installation companies. Customers are all module purchasers who have purchased the photovoltaic modules for their own use.
- 1.2 This guarantee is valid worldwide (with the exception of the USA). Separate guarantee conditions apply for the USA. Guarantee claims arising from this guarantee can only be asserted within the respective guarantee period. An extension is excluded, irrespective of the legal grounds involved.

2. Limitation of liability

- 2.1 This guarantee applies exclusively in the case of proper and correct conditions of use, installation and operation. The guarantee only applies if the efficiency of the photovoltaic modules has not been diminished by measures or events which lie beyond the scope of influence of AXITEC GmbH. These include in particular defects in a photovoltaic module:
 - caused by incorrect installation, commissioning or operation or the improper removal and/or reinstallation of photovoltaic 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 photovoltaic 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.
 - caused by glass breakage
 - 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 from the maximum snow load specified in the operating manual being exceeded), nuclear events, etc.
- 2.2 Micro-cracks may develop in the cells as a result of incorrect transportation, installation and operation. These are not covered by the guarantee.
- 2.3 Different colouring and shading may occur on all module components as a result of manufacturing and material processes during operation of the photovoltaic modules. No claims can be made in relation to this under this guarantee.
- 2.4 Claims arising from the guarantee cannot be transferred to third parties.

3. Guarantee

- 3.1 Where a guarantee case occurs pursuant to these guarantee conditions, AXITEC shall either repair or replace the product at its own discretion. In the event of the module type no longer being produced at the time of the guarantee case, AXITEC reserves the right to supply another module type. This module type may differ in terms of size, shape, colour, working condition and/or performance. The residual time of the original guarantee period applies to newly supplied photovoltaic modules.

- 3.2. Further claims from this guarantee are excluded, with this exclusion also applying to claims relating directly to the repair.

4. Invoking the guarantee

- 4.1. Notification of all guarantee 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 guarantee 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. Whether a guarantee case exists is governed by the STC (standard test conditions) valid at the beginning of the guarantee. The STC encompass framework conditions usual in the sector with which the output of a photovoltaic module is measured (see also IEC 61215 standard). The output is specified in Watt peak (Wp). It is incumbent upon the customer to conduct this technical inspection.
- 4.4. Affected photovoltaic modules may only be sent back with the prior written agreement of AXITEC.
- 4.5. The customer is obliged to transfer the replaced older photovoltaic modules back into the possession of AXITEC GmbH and return these to AXITEC GmbH at its own expense.
- 4.4. With regard to this guarantee and legal disputes relating to this guarantee, 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. The place of jurisdiction for all disputes arising from this contractual relationship is Böblingen, Germany.

This guarantee applies to our Series AC photovoltaic modules delivered between the 01.07.2013 and the day on which new guarantee conditions come into force. The previous rules apply to our products delivered prior to the 01.07.2013.

Böblingen, 01.07.2013



Steffen Wiedmann
CEO