



## Warranty and warranty conditions

AXITEC, LLC (“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 given voluntarily by AXITEC.

### A. Product warranty

Under the terms of these guarantee conditions, AXITEC guarantees for a period of fifteen (15) years that Series AC photovoltaic modules are free from deficiencies relating to the material and workmanship. The junction boxes of the SolarEdge Technologies Inc. company are excluded from this guarantee.

The product guarantee applies from the date of sale to the end customer (but beginning one (1) year after the production date at the latest. Details of this date can be obtained from AXITEC).

### B. Warranty against reduction in cell performance (performance warranty)

The guarantee against a reduction in cell performance (performance guarantee) applies from the date of sale to the end customer (but beginning one (1) year after the production date at the latest. Details of this date can be obtained from AXITEC), 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.

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.

*Years	**Power
0 - 1	97,0%
1 - 2	96,5%
2 - 3	96,0%
3 - 4	95,5%
4 - 5	95,0%
5 - 6	94,5%
6 - 7	94,0%
7 - 8	93,5%
8 - 9	93,0%
9 - 10	92,5%
10 - 11	92,0%
11 - 12	91,5%
12 - 13	91,0%
13 - 14	90,5%
14 - 15	90,0%
15 - 16	89,5%
16 - 17	89,0%
17 - 18	88,5%
18 - 19	88,0%
19 - 20	87,5%
20 - 21	87,0%
21 - 22	86,5%
22 - 23	86,0%
23 - 24	85,5%
24 - 25	85,0%

\*Years: Years since date of sale or date of production

\*\*Power: Module output in relation to the specified rated output

Table 1

## C. Warranty conditions

### 1. General information

- 1.1 The warranties contained herein are extended to the original end-use purchaser, and subsequent owner of the location or holder of the product when the product, without any modifications, remains at its original installed location upon satisfactory proof of succession or assignment. Third parties shall have no rights and benefits under this warranty. This warranty does not apply to distribution or installation companies. The warranties only cover the product, and not related items.
- 1.2 The warranties apply only to products purchased by the customer and supplied by AXITEC. Claims arising from either warranty can only be asserted within the respective warranty period.



## 2. Limitations and Exclusions

2.1 This warranty applies exclusively in the case of proper and correct conditions of use, installation and operation. The warranty 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. These include defects in a photovoltaic module:

- (a) caused by incorrect installation, commissioning or operation or the improper removal and/or reinstallation of any product
- (b) caused by plant parts, fixtures and system components such as bypass diodes, connection cables, inverters or similar which have not been connected correctly to any product
- (c) caused by faulty wiring work, faulty installation work or faulty handling during such work
- (d) caused by operation under ambient conditions or using methods deviating from product specifications, the operating manual or details on the rating plate
- (e) caused by glass breakage
- (f) caused by unsuitable tests
- (g) caused by incorrect design and / or configuration of the system
- (h) caused by use on mobile units such as vehicles, ships etc.
- (i) 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, or if the product is wilfully or maliciously damaged.

2.2 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.

2.3 Different colouring and shading may occur on all module components as a result of manufacturing and material processes during operation of the product, and are specifically excluded from each warranty provided hereunder.

2.4 The following deviations in the dimensions and performance of modules are subject to a tolerance limit. They are therefore considered "as agreed" and do not constitute a claim to 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

2.5 CUSTOMER AND AXITEC AGREE THAT AXITEC'S SOLE AND EXCLUSIVE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE AT AXITEC'S OPTION TO REPAIR OR REPLACE THE DEFECTIVE PRODUCTS. THE WARRANTIES EXPRESSLY PROVIDED IN THIS WARRANTY LETTER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. IN NO EVENT SHALL AXITEC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR OTHER DAMAGES OF ANY KIND, WITH RESPECT TO USE OF THE PRODUCTS, OR IN ANY WAY RELATED TO THIS WARRANTY, REGARDLESS OF THE FORM OF ACTION (BE IT FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, CLAIMS OR DAMAGES RELATING TO PERSONAL INJURY, LOST REVENUE, INCREASED COST, DOWN TIME COSTS OR ANY OTHER INDIRECT OR CONSEQUENTIAL DAMAGES.



### **3. Right to Substitute Product**

- 3.1. Where a warranty case occurs pursuant to these warranty conditions, AXITEC shall either repair or replace the product at its own discretion. AXITEC also reserves the option, instead of repair or replacement, alternatively to reimburse according to the current and market manufacturer's price of the product. In the event of the module type no longer being produced at the time of the warranty 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 warranty period applies to newly supplied photovoltaic modules.
- 3.2. Further claims from this warranty are excluded, with this exclusion also applying to claims relating directly to the repair. Particularly, in the case of entitlement to claim warranty, the customer is not entitled to a replacement of the lost incentive during this period.

### **4. Warranty Claims**

- 4.1. Notification of all warranty claims must be made during the applicable warranty period, given immediately in writing after occurrence or detection, and include information as to the specific location and nature of the warranty claim, to AXITEC at following address:

**AXITEC, LLC**  
**1819 Underwood Blvd**  
**Delran, NJ 08075**  
**Attention: Warranty Claims**  
(<http://www.axitecsolar.us>)

- 4.2. AXITEC shall have no liability for any warranty claim hereunder unless customer provides proof of purchase of the product, particularly the existence of an original purchasing receipt, and the undamaged condition of the serial number and product label, along with the written notice of such warranty claim pursuant to the terms and conditions of Section 4.1 hereof.
- 4.3. Whether a warranty claim exists is governed by the STC (standard test conditions) valid at the beginning of the warranty. The STC encompass framework conditions as is 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. Defective product may only be sent back to AXITEC with the prior written agreement of AXITEC.
- 4.5. Should AXITEC replace product pursuant to the terms and conditions of this warranty, the customer shall send or otherwise transfer the defective product to AXITEC and return such defective product to AXITEC at customer's expense.
- 4.6. This warranty shall be governed by and construed in accordance with the laws of Delaware without regard to principles of conflicts of laws. The parties hereto irrevocably: (i) agree that any suit, action, or other legal proceeding arising out of or related to this warranty or the products shall be brought in the state or federal courts located in Dover, Delaware; (ii) consent to the jurisdiction of each such court in any suit, action or proceeding; (iii) waive any objection which they, or any of them, may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (iv) agree that service of process by registered or certified mail for customer at the address listed beneath customer's signature below, and for AXITEC at the address listed in Section 4.1, shall be good and sufficient service of process.



4.7 The warranty of the parties is embodied in this writing and no other warranties are given beyond those set forth in this warranty letter. This warranty constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement and supersedes all prior agreements, warranties, or statements regarding the product. This warranty cannot be amended or modified in any way except in a writing signed by an officer of AXITEC.

AXITEC, LLC

A handwritten signature in black ink, appearing to read "Emmanuel Attaliadis", is written over a horizontal line.

By: Emmanuel Attaliadis  
Title: CEO