

Warranty terms and conditions for AxSun Solar Modules

Valid from ab 22.09.2017



The company AxSun Solar Technology GmbH & Co. KG ("AxSun") warrants a product warranty for its AX-P and AX -M solar modules ("PV modules") (1.) that extends to material and processing modules and a performance guarantee (2.) that covers only power losses (degradation) and a minimum nominal output of modules.

The warranty applies only to modules that are produced by the AxSun Solar Technology GmbH & Co. KG and labelled with their name.

1 Product warranty

1.1 The period of warranty is 30 years for PV glass-glass modules in series infinity, GGM, GGL. The period of warranty is 15 years for PV modules, covered by tempered solar glass (series: deluxe, premium, performer). PV modules with anti-reflective tempered solar glass carry a 12 year product warranty (series: deluxe, premium, performer). AxSun hereby warrants that the goods supplied by AxSun are free from defects in material and workmanship (referred to as "defects") to the customer under normal conditions of use, installation and use. Deficiencies mean deficiencies objectively ascertained that lead to a functional impairment of the PV modules. E.g. Colour changes, do not constitute a defect or material fault covered under this product warranty. The product warranty excludes the junction box supplied by the company SolarEdge Technologies Inc.

1.2 After the customer has received the PV modules, all obvious and visible defects determined by the customer along with any less obvious defects are to be reported in writing directly to AxSun by the customer who received them no later than 2 (two) weeks after delivery. Other defects discovered by the customer are to be reported directly to AxSun in writing no later than 2 (two) weeks after receipt.

1.3 Whether a warranty coverage is present in the face of the above provisions, must be determined by the company AxSun, who then informs the customer of their conclusions and the reasons for it.

1.4 If the PV modules are defective during this period, the company AxSun has at its sole discretion, the option to replace the defective PV modules, to correct the deficiencies or offer a reasonable residual value of the PV modules as compensation to the customer.

1.5 This product warranty does not apply to a specific power output, which is treated exclusively in the following section 2 (Limited Pmax warranty) and this product warranty also does not apply to a certain minimum amount of energy output.

2 Performance guarantee

2.1 AxSun hereby warrants that the PV modules of the glas-foil series (deluxe, premium, performer, premium sol) provide

- 97.5% of the power in the first year and from the 2nd year a linearized maximum output reduction of 0.7% per year.
- During a period of 10 years from the date of invoice, at least 91.2%
- and during a period of 25 years from the date of invoice at least 80.7% of the reported minimum rated power within the measurement tolerance.

2.2 AxSun hereby warrants that the PV modules of the glas-glas series (infinity, GGM, GGL) provide

- 97.5 % of the power in the first year and from the 2nd year a linearized maximum output reduction of 0.345% per year.
- During a period of 30 years from the date of invoice, at least 87% reported minimum rated power within the measurement tolerance.

2.3 The need for the use of performance guarantee test of the PV modules is subject to the following standard test conditions (STC) of cell temperature 25°C and radiation 1000 W/m² with a spectrum of AM 1.5 (= Air Mass) in a calibrated test setup by AxSun according to IEC 60904.

2.4 If it is demonstrated in the examination by AxSun that this drop in performance is due to faulty materials or workmanship, then the company AxSun has either

- to replace the PV modules
- to repair the PV-modules
- to provide additional modules at the expense of AxSun or use technical measures for the recovery of the guaranteed minimum performance
- or to repay the replacement cost of a similar/identical module, annually reduced by a linear depreciation, measured at an expected life and total period of the performance guarantee.

2.5 AxSun cannot guarantee for a specific power output of PV modules, because these could be affected by specific operating conditions, such as the weather.

3 Exclusion of product and performance warranty

3.1 The replacement, repair or refund, as described in Articles 1 and 2, are the sole and exclusive remedy based on the principles under this warranty and shall not extend beyond the respective warranty period laid down herein.

3.2 The limited warranties set forth herein are expressly in lieu of all other express or implied warranties and also excludes this; this also applies to any warranties of merchantability or suitability for a particular purpose, a specific use or application.

3.3 The remainder of the original warranty period applies for the replaced PV-modules.

3.4 This warranty does not cover any transportation costs associated with returning the defective PV modules. The costs of installation or reinstallation of the PV modules are also expressly excluded.

3.5 This warranty does not apply to defects and/or faults that are due to the following reasons, even if these defects and/or faults are discovered during the applicable warranty periods:

- a) other equipment and/or parts than the PV modules

and methods of assembling such devices and/or parts;

- b) show a defective wiring, installation or handling by the customer contrary to the specifications, installation instructions, operating instructions of the PV modules or labels attached to them;
- c) Maintenance, repair, operation or modification in an unauthorized manner;
- d) removal from original place of installation;
- e) improper handling during transportation or storage by the customer;
- f) use of transport equipment, including vehicles, ships, etc., without it however causing a restriction;
- g) external influences such as fire, explosion and unrest;
- h) caused by natural forces or events of force majeure or other unforeseen circumstances or causes beyond the reasonable control of AxSun including earthquakes, typhoons, hurricanes, tornadoes, volcanic eruptions, floods, tsunamis, lightning strikes, severe snow conditions

etc., without it however causing a restriction. This warranty also does not apply to a PV module, whose exterior is damaged or has been defaced or whose serial number cannot be used for purposes of identification for any reason.

3.6 All warranties expire after the applicable warranty period and are no longer enforceable. Every claim based on the product or service and warranty is forfeited and no longer enforceable, if it is applied more than 3 months after the occurrence of the reason or reasons that have led to this claim.

4 Demanding a claim under the guarantee

4.1 This warranty applies only to customers who have purchased the PV modules directly from a company that belongs to the AxSun solar, or from an authorized supplier of AxSun solar products. To make a claim under this warranty, the customer must first provide documented proof that the PV modules have been purchased directly from AxSun or such authorized suppliers. The warranty claims, as described herein, are not transferable or assignable. Excluded are fixed installed PV modules (e.g. in a building) when related buildings including the PV modules are transferred to a third party and the PV modules remain installed at their original location.

4.2 If a customer lays claim to guarantee he has to submit to AxSun or the approved supplier of AxSun solar products, the model name of the PV modules, a description of the defect and/or fault and the serial number on the label inside the PV modules or which was attached to the back of the PV modules at the time of manufacture.

4.3 All removed/replaced PV-modules shall become the property of AxSun. AxSun has the right to deliver another type of PV module (different size, colour, shape and/or power) if AxSun has stopped the production of the respective PV modules on the date on which the warranty claim is accepted.

5 Liability

5.1 Liability of AxSun for PV modules or any defects is limited to the warranty obligations listed in articles 1 and 2. The total liability from AxSun for all types is limited in each case to the maximum of the actual sales price of the PV - modules sold to the customer (excluding VAT). AxSun cannot be made liable for indirect damages such as damage to other goods than the PV modules, lost profits and/or revenues, loss of production or other consequential damages arising.

5.2 The restrictions in Section 5.1 do not apply in the case of intentional misconduct or gross negligence of AxSun (including legal representatives and agents of the company), it is regarded as agreed that such liability is limited to typical loss or damage which was foreseeable by reasonable consideration at the time when the contract was concluded. Further, the restrictions in 5.1 shall not apply in case of breach of a material provision of the contract, for which AxSun is responsible for and which endangers the achievement of the purpose of the contract, in case of liability under the German Product Liability Act for personal injury or in circumstances and to the extent of how AxSun conceals the existence of a defect or has guaranteed that it does not exist with fraudulent intention.

This does not affect the rules that apply to the burden of proof.

6 Law and Jurisdiction

6.1 The contractual parties agree to the application of German law to all legal relations arising from this contractual relationship. The German law is also valid in cross-border communication under exclusion of the UN-Sales Law and Conflict Law.

6.2 The place of jurisdiction for all disputes arising out of or in connection with this warranty, is the headquarters of our company.

7 Severability Clause

7.1 If any provision of these terms and conditions is invalid or become invalid, the other terms and conditions remain in effect.

7.2 The parties shall replace the void provision with a valid provision that is closest to the will of the contracting partner.

The legally binding version of these terms is the German version. The translation is to be understood as a service. Should contradictions, misunderstandings or errors of translation arise in the foreign-language edition, so shall the German version apply in the case of doubt.