



## Warranty and Warranty Conditions

AXITEC, LLC (“AXITEC”) grants to the purchaser of such AXITEC Series AC photovoltaic modules (“Customer”) a Product Warranty and a Performance Warranty against a reduction in cell performance with respect to the AXITEC Series AC photovoltaic modules purchased by Customer (the “Product”), each subject to the terms and conditions set forth herein (the “Warranty”).

### A. PRODUCT WARRANTY

Subject to the terms and conditions of this Warranty, AXITEC warrants for the period of twelve (12) years from the date of purchase of such Product by Customer; provided, however, that if the date of purchase of such Product by Customer is greater than two (2) years after the production date of such Product (details of this date can be obtained from AXITEC), then AXITEC warrants for the period of twelve years from the production date of such Product (the “Product Warranty Period”) that the Product shall be free from defects relating to the material and workmanship (the “Product Warranty”). The junction boxes of the Tigo Energy and SolarEdge Technologies Inc. companies are excluded from this Product Warranty.

### B. WARRANTY AGAINST REDUCTION IN CELL PERFORMANCE (PERFORMANCE WARRANTY)

Subject to the terms and conditions of this Warranty, AXITEC warrants for the period of twenty five (25) years from the date of purchase of such Product by Customer; provided, however, that if the date of purchase of such Product by Customer is greater than two (2) years after the production date of such Product (details of this date can be obtained from AXITEC), then AXITEC warrants for the period of twenty five (25) years from the production date of such Product (the “Performance Warranty Period”; the Product Warranty Period and the Performance Warranty Period are each a “Warranty Period”), that the Product will achieve the following performance values listed in Table 1 for the corresponding years (the “Performance Warranty”; collectively the Product Warranty and the Performance Warranty are the “Warranties” and each a “Warranty”). The reduction in performance relates in each case to the rated output specified on delivery.

The Performance Warranty shall not apply and AXITEC shall not have any obligation under the Performance Warranty 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, or as otherwise set forth herein.

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%
b	11	92.0%
	12	91.5%
	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

## 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 AXITEC shall not have any obligation under either Warranty for defects in a Product:
- caused by incorrect installation, commissioning or operation or the improper removal and/or reinstallation of any Product;
  - 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;
  - 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 or ships; or



- (h) 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 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. If a proper Warranty claim has been submitted pursuant to the terms and conditions of this Warranty, AXITEC shall either repair or replace the Product, in its sole discretion. In the event of the Product type is no longer being produced at the time of the Warranty claim, 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 applicable Warranty Period applies to newly supplied photovoltaic modules.

### **4. Warranty Claims**

- 4.1. Notification of all Warranty claims must be made during the applicable Warranty Period, given in writing within eight (8) weeks of occurrence or detection, and include information as to the specific location and nature of the Warranty claim, to AXITEC at following address:

**AXITEC, LLC**  
**75 Twinbridge Drive, Suite E**  
**Pennsauken, NJ 08110**  
**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 be 'R. Brenner', written over a horizontal line.

By: Rolf Brenner  
Title: CEO