

Warranty Conditions

AXITEC Photovoltaic Modules

AXITEC, LLC (AXITEC) shall grant A.1) and A.2) product warranty and B) warranty against cell performance degradation (performance warranty) on AXITEC photovoltaic modules in accordance with the module overview AA) AB) and AC) (see end of document). The product warranty means freedom from defects in the material and workmanship. The warranty against cell performance degradation (performance warranty) refers to performance loss caused by the degradation of the cells in the photovoltaic module. Part C) explains the general warranty conditions applicable to both types of warranty and the prerequisites for a possible claim.

This warranty is provided voluntarily by AXITEC and exists independently of statutory warranty claims, which only apply to the seller of the photovoltaic modules. Such claims are neither limited by our warranty nor justified against us based on this, insofar as there is no direct purchase contract with us. The exercise of such statutory rights in respect of defects shall be free of charge.

A.1 Product Warranty module overview AA)

AXITEC guarantees under the conditions of this warranty condition for a period of fifteen (15) years that the photovoltaic modules according to the module overview AA) are free from defects in materials and workmanship.

The product warranty is valid from the date of sale to the end customer (but begins no later than one (1) year after the production date. This date can be requested from AXITEC).

A.2 Product Warranty module overview AB)

AXITEC guarantees under the conditions of this warranty condition for a period of twenty-five (25) years that the photovoltaic modules according to the module overview AB) are free from defects in materials and workmanship.

The product warranty is valid from the date of sale to the end customer (but begins no later than one (1) year after the production date. This date can be requested from AXITEC).

A.3 Product Warranty module overview AC)

AXITEC guarantees under the conditions of this warranty condition for a period of thirty (30) years that the photovoltaic modules according to the module overview AC) are free from defects in materials and workmanship.

The product warranty is valid from the date of sale to the end customer (but begins no later than one (1) year after the production date. This date can be requested from AXITEC).

B. Warranty against Cell Performance Degradation (Performance Warranty)

The warranty against cell performance degradation (performance warranty) is valid from the date of sale to the end customer (but begins at the latest one (1) year after the production date; this date can be obtained from AXITEC). The warranty applies if the performance values fall below the values specified in Table 1 below. In each case, the performance reduction refers to the nominal power specified on delivery.

The warranty against cell performance degradation (performance warranty) does not come into effect if the performance degradation is caused by damage to or defects in the module components, such as module glass, module frame, junction box, bypass diodes, cables, connectors, EVA and back foil.

Table 1

Modules according to module overview AA)	1)	2)	3)
Modules according to module overview AB)	1)		2)
Modules according to module overview AC)		1)	2)
*years	**performance		
0 - 1	97.00%	97.00%	99.00%
1 - 2	96.50%	96.59%	98.60%
2 - 3	96.00%	96.17%	98.20%
3 - 4	95.50%	95.76%	97.80%
4 - 5	95.00%	95.34%	97.40%
5 - 6	94.50%	94.93%	97.00%
6 - 7	94.00%	94.52%	96.60%
7 - 8	93.50%	94.10%	96.20%
8 - 9	93.00%	93.69%	95.80%
9 - 10	92.50%	93.28%	95.40%
10 - 11	92.00%	92.86%	95.00%
11 - 12	91.50%	92.45%	94.60%
12 - 13	91.00%	92.03%	94.20%
13 - 14	90.50%	91.62%	93.80%
14 - 15	90.00%	91.21%	93.40%
15 - 16	89.50%	90.79%	93.00%
16 - 17	89.00%	90.38%	92.60%
17 - 18	88.50%	89.97%	92.20%
18 - 19	88.00%	89.55%	91.80%
19 - 20	87.50%	89.14%	91.40%
20 - 21	87.00%	88.72%	91.00%
21 - 22	86.50%	88.31%	90.60%
22 - 23	86.00%	87.90%	90.20%
23 - 24	85.50%	87.48%	89.80%
24 - 25	85.00%	87.07%	89.40%
25 - 26		86.66%	89.00%
26 - 27		86.24%	88.60%
27 - 28		85.83%	88.20%
28 - 29		85.41%	87.80%
29 - 30		85.00%	87.40%

*Years: Years from date of sale or production

**Performance: Module power in relation to the specific nominal power

C. Warranty conditions

1. General

- 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. Limitation of liability and Exclusions

- 2.1 This warranty is valid only under proper conditions of use, installation and operation. The warranty only applies if the performance of the photovoltaic modules has not been reduced by measures or events outside AXITEC's sphere of influence. These include, in particular, defects in a photovoltaic module:
 - due to improper installation (e.g. deviating from the installation instructions, which can be viewed on the company website), commissioning, operation or improper removal and/or reinstallation of photovoltaic modules.
 - due to modifications to the photovoltaic module, such as additional drilling on the frame or the application of an anti-glare film.
 - due to improper use of the photovoltaic modules.
 - through non-compliance with local standards, laws and regulations.
 - due to system parts, devices and system components such as bypass diodes, connection cables, inverters or similar, which have not been properly coupled to the photovoltaic module.
 - due to faulty wiring work, faulty installation work or faulty handling during such work.
 - due to operation under ambient conditions or methods deviating from the product specifications, operating instructions or nameplate information.
 - due to glass breakage
 - due to inappropriate tests
 - due to faulty design and/or configuration of the system
 - due to other influences such as dirt on the front glass, contamination or damage by smoke, salt, cleaning agents or other soiling
 - when used on mobile units such as vehicles, ships, etc.
 - due to natural forces, force majeure and other unforeseeable circumstances beyond AXITEC's control, such as earthquakes, typhoons, hurricanes, volcanic eruptions, floods, lightning, snow damage (resulting from exceeding the maximum snow load permitted under the operating instructions), nuclear event, etc.
- 2.2 Due to improper transport, assembly and operation, micro-cracks may occur in the cells; these are not covered by the warranty.
- 2.3 This warranty applies only if the modules are installed in accordance with the installation instructions and the laws and regulations applicable at the installation site.
- 2.4 Due to the manufacturing processes as well as material processes during the operation of the photovoltaic modules, different colours and shades of all module components can occur. This does not give rise to any claims under this warranty.

- 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.
- 2.6 The following deviations with regard to the dimensions and performance of modules are subject to a tolerance limit, are therefore deemed to be "as agreed" and do not give rise to any claim under the 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 |
- 2.7 Claims arising from this warranty cannot be transferred to third parties.

3. Warranty Performance

- 3.1. In the event of a warranty case in accordance with this warranty condition under A. Product Warranty, AXITEC will, at its own discretion, either
- repair the product in question,
 - replace it or
 - compensate for it at the current and market manufacturer price per Wp.
- If the module type is no longer in production at the time of the warranty claim, AXITEC reserves the right to supply another module type. This module type may vary in size, shape, colour, condition of use and/or performance. The remaining time of the original warranty period applies to the newly delivered photovoltaic modules.
- 3.2. If a warranty case exists in accordance with this warranty condition under B. Performance Warranty, AXITEC may, at its own discretion, either
- compensate for the loss of power by supplying additional modules which make up the difference between the guaranteed power and the measured power at the time of the warranty claim, or
 - reimburse the difference between the actual STC performance and the remaining theoretical warranty performance of the products (current and market manufacturer's price per Wp * (remaining theoretical warranty performance - actual measured STC performance)).
- If the module type is no longer in production at the time of the warranty claim, AXITEC reserves the right to supply another module type. This module type may vary in size, shape, colour, condition of use and/or performance. The remaining time of the original warranty period applies to the newly delivered photovoltaic modules.

- 3.3. No further claims shall arise from this warranty, not even directly related to the repair. In particular, it is therefore excluded that the customer, in the event of a claim to the warranty service, also has a claim to compensation for the feed-in tariff lost during this period. Costs arising from the dismantling, repackaging, installation or reinstallation of the module, as well as other associated expenses, shall be borne by the customer.

4. Claiming on the Warranty Utilization of the Warranty

- 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:

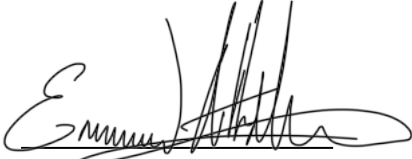
AXITEC, LLC
150 Radnor Chester Road, Suite F-200
Radnor, Pennsylvania 19087
United States of America
Attention: Warranty Claims
(<http://www.axitecsolar.com>)

in writing.

- 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 determined by the STC test conditions (Standard Test Conditions) valid at the beginning of the warranty. The STC test conditions are standard industry conditions used to measure the performance of a photovoltaic module, see also standard IEC 61215. The power is specified in watt peak (Wp). This technical investigation is the responsibility of the end customer.
- 4.4. Affected photovoltaic modules may only be returned with the prior written consent of AXITEC.
- 4.5. The end customer undertakes to return the replaced old photovoltaic modules to AXITEC and to send them back to AXITEC at his own 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. If the customer accepts the warranty service provided by AXITEC, he allows AXITEC to process his personal data according to Art. 6 (1) (f) DSGVO. More detailed information on this can be found in our privacy policy at <https://axitecsolar.com/us/data-protection>
- 4.8. 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.

This warranty applies to our photovoltaic modules according to the module overview AA), AB) an AC), which are delivered between 05/15/2025 and the day on which new warranty conditions come into force.

AXITEC, LLC valid from 05/15/2025

A handwritten signature in black ink, appearing to read 'Emmanuel Attaliadis', with a large, stylized flourish at the end.

Emmanuel Attaliadis
CEO

AA) Module Overview

1)	2)	3)
AC-xxxMH/108V	AC-xxxMG/120V	AC-xxxTFM/108WB
AC-xxxMH/120V	AC-xxxMG/144V	AC-xxxTFB/108WB
AC-xxxMH/120S	AC-xxxMB/144V	AC-xxxTFB/108TB
AC-xxxMBT/132V		AC-xxxTFML/108WB
AC-xxxMH/144V		AC-xxxTFM/120WB
AC-xxxMH/144S		AC-xxxTFM/120WS
AC-xxxMBT/144V		AC-xxxTFML/120WB
		AC-xxxTFML/120WS
		AC-xxxTFM/144WS
		AC-xxxTFB/144WS
		AC-xxxTFB/144TS

xxx = nominal power according to module label

AB) Module Overview

1)	2)
AC-xxxMH/108VB	AC-xxxTFM/108BB
AC-xxxMBT/108V	AC-xxxTFB/108BB
AC-xxxMH/120VB	AC-xxxTFML/108BB
AC-xxxMBT/120V	AC-xxxTFM/120BB
	AC-xxxTFML/120BB

xxx = nominal power according to module label

AC) Module Overview

1)	2)
AC-xxxMG/108V	AC-xxxTGB/96WB
AC-xxxMB/108V	AC-xxxTGB/96BB
	AC-xxxTGM/108WB
	AC-xxxTGM/108BB
	AC-xxxTGM/108TB
	AC-xxxTGB/108WB
	AC-xxxTGB/108BB
	AC-xxxTGB/108TB
	AC-xxxTGBL/108TB
	AC-xxxTGBL/108WB
	AC-xxxTGBL/108BB
	AC-xxxTGB/120TB
	AC-xxxTGB/120WB
	AC-xxxTGB/120BB
	AC-xxxTGB/120TS
	AC-xxxTGB/120WS
	AC-xxxTGBL/120TB
	AC-xxxTGBL/120WB
	AC-xxxTGBL/120BB
	AC-xxxTGBL/120TS
	AC-xxxTGBL/120WS
	AC-xxxTGB/132WS
	AC-xxxTGB/132TS
	AC-xxxTGB/144TS
	AC-xxxTGB/144WS
	AC-xxxTGB/108TB-ALP
	AC-xxxTGB/108BB-ALP
	AC-xxxTGB/144TB-ALP

xxx = nominal power according to module label