

## Guarantee conditions for AUSTRALIA

AC-xxxMH/120VAU: xxx = 360 – 385; AC-xxxMH/144VAU: xxx = 440 – 465; AC-xxxMH/108VAU: xxx = 400 – 415; AC-xxxMH/144VAU: xxx = 530 – 555; AC-xxxMH/108KAU: xxx = 400 – 415; AC-xxxTGB/108BBA: xxx = 430 – 440; AC-xxxTGB/108WBA: xxx = 430 – 440; AC-xxxTGB/120BBA: xxx = 470; AC-xxxTGB/120WBA: xxx = 470; AC-xxxTGB/144TSA: xxx = 565 – 580

## AXITEC photovoltaic modules

AXITEC Energy GmbH & Co. KG (AXITEC) grants A) a product guarantee and B) a guarantee against a reduction in cell performance (performance guarantee) on AXITEC photovoltaic modules AC-xxxMH/120VAU: xxx = 360 – 385; AC-xxxMH/144VAU: xxx = 440 – 465; AC-xxxMH/108VAU: xxx = 400 – 415; AC-xxxMH/144VAU: xxx = 530 – 555; AC-xxxMH/108KAU: xxx = 400 – 415; AC-xxxTGB/108BBA: xxx = 430 – 440; AC-xxxTGB/108WBA: xxx = 430 – 440; AC-xxxTGB/120BBA: xxx = 470; AC-xxxTGB/120WBA: xxx = 470; AC-xxxTGB/144TSA: xxx = 565 – 580. 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 and is independent of statutory warranty claims, which apply only to the seller of the 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. The use of such statutory warranty rights is free of charge.

### A. Product guarantee

Under the terms of these guarantee conditions, AXITEC guarantees for a period of fifteen (15) years that Series AC photovoltaic modules AC-xxxMH/144VAU: xxx = 440 – 465; AC-xxxMH/144VAU: xxx = 530 – 555; 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).

Under the terms of these guarantee conditions, AXITEC guarantees for a period of twenty-five (25) years that series AC photovoltaic modules AC-xxxMH/120VAU: xxx = 360 – 385; AC-xxxMH/108VAU: xxx = 400 – 415; AC-xxxMH/108KAU: xxx = 400 – 415; 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 01.08.2022 for residential installation within Australia and only up to a maximum capacity of 40 kWp 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)

Under the terms of these guarantee conditions, AXITEC guarantees for a period of thirty (30) years that series AC photovoltaic modules AC-xxxMH/120VAU: xxx = 360 – 385; AC-xxxMH/108VAU: xxx = 400 – 415; AC-xxxMH/108KAU: xxx = 400 – 415; AC-xxxTGB/108BBA: xxx = 430 – 440; AC-xxxTGB/108WBA: xxx = 430 – 440; ; AC-xxxTGB/144TSA: xxx = 565 – 580; AC-xxxTGB/120BBA: xxx = 470; AC-xxxTGB/120WBA: xxx = 470; AC-xxxTGB/108BBA: xxx = 430 – 440; AC-xxxTGB/108WBA: xxx = 430 – 440 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. 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 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.

Table 1

Modules	AC-xxxMH/120VAU AC-xxxMH/144VAU AC-xxxMH/108VAU AC-xxxMH/144VAU AC-xxxMH/108KAU	AC-xxxTGB/108BBA AC-xxxTGB/108WBA AC-xxxTGB/120BBA AC-xxxTGB/120WBA AC-xxxTGB/144TSA
*years	**performance	
0 - 1	97.00%	99.00%
1 - 2	96.50%	98.60%
2 - 3	96.00%	98.20%
3 - 4	95.50%	97.80%
4 - 5	95.00%	97.40%
5 - 6	94.50%	97.00%
6 - 7	94.00%	96.60%
7 - 8	93.50%	96.20%
8 - 9	93.00%	95.80%
9 - 10	92.50%	95.40%
10 - 11	92.00%	95.00%
11 - 12	91.50%	94.60%
12 - 13	91.00%	94.20%
13 - 14	90.50%	93.80%
14 - 15	90.00%	93.40%
15 - 16	89.50%	93.00%
16 - 17	89.00%	92.60%
17 - 18	88.50%	92.20%
18 - 19	88.00%	91.80%
19 - 20	87.50%	91.40%
20 - 21	87.00%	91.00%
21 - 22	86.50%	90.60%
22 - 23	86.00%	90.20%
23 - 24	85.50%	89.80%
24 - 25	85.00%	89.40%
25 - 26		89.00%
26 - 27		88.60%
27 - 28		88.20%
28 - 29		87.80%
29 - 30		87.40%

\*Years: Years from date of sale or production

\*\*Performance: Module power in relation to the specific nominal power  
xxx = nominal power according to module label

## **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 only valid for Australia. 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.
- 1.3 Additional Information for "Consumers" within the meaning of the Australian Consumer Law: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount the major failure.

### **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. These include in particular defects in a photovoltaic module:
  - caused by incorrect installation (for example, deviating from the installation manuals, which are available on the company website), 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
  - caused by unsuitable tests
  - caused by incorrect design and / or configuration of the system
  - due to other influences, including dirt on the front glass, soiling or damage caused by smoke, salt, cleanser 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 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 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.



- 2.5 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

- 2.6 Claims arising from the guarantee cannot be transferred to third parties.

### **3. Guarantee**

- 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
- a) repair the product in question,
  - b) replace it or
  - c) 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
- a) 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
  - b) 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.

### **4. Invoking the guarantee**

- 4.1 Notification of all guarantee cases must be given immediately in writing after occurrence or detection to the seller or

**AXITEC Energy Australia Pty Ltd.**  
**213 Greenhill Road**  
**Eastwood SA 5063 Australia**  
**Phone: +61 8 8274 3713**  
**E-Mail: AB@axitecsolar.com**  
(www.axitecsolar.com/au)


or

**AXITEC Energy GmbH & Co. KG**  
**Otto-Lilienthal-Str. 5**  
**71034 Böblingen, Germany**  
**Phone: +49 7031 6288 5186**  
**E-Mail: [energy@axitecsolar.com](mailto:energy@axitecsolar.com)**  
**([www.axitecsolar.com](http://www.axitecsolar.com) )**

- 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 and return these to AXITEC at its own expense.
- 4.6 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 [www.axitecsolar.com/au/data-protection](http://www.axitecsolar.com/au/data-protection)
- 4.7 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.
- 4.8 Importer:  
AXITEC Energy Australia Pty Ltd: 87 636 668 721, 213 Greenhill Road, Eastwood, SA, 5063, Australia. Tel. 08 8274 3713, [info@axitecsolar.com](mailto:info@axitecsolar.com), [www.axitecsolar.com/au](http://www.axitecsolar.com/au)

This guarantee applies to our Series AC photovoltaic modules AC-xxxMH/120VAU: xxx = 360 – 385; AC-xxxMH/144VAU: xxx = 440 – 465; AC-xxxMH/108VAU: xxx = 400-415; AC-xxxMH/144VAU: xxx = 530 – 555; AC-xxxMH/108KAU: xxx = 400 – 415; AC-xxxTGB/108BBA: xxx = 430; 440; AC-xxxTGB/108WBA: xxx = 430; 440; AC-xxxTGB/120BBA: xxx = 470 Wp; AC-xxxTGB/120WBA: xxx = 470 Wp; AC-xxxTGB/144TSA: xxx = 565 – 580 delivered between the 12.10.2023 and the day on which new guarantee conditions come into force.

Böblingen, 12.10.2023



Steffen Wiedmann  
CEO