

Warranty terms

for AXITEC photovoltaics modules made in Germany

(last updated Oct. 30, 2007)

1. Basic Warranty

AXITEC GmbH (AXITEC) guarantees that the AC series of photovoltaic modules will be free of material and processing defects for a period of ten (10) years under normal usage, installation, operating, and maintenance conditions. If a module does not correspond to this warranty, AXITEC will – at its discretion – repair the product, provide a replacement or refund the purchase price up to a period of ten (10) years from the date of sale to the end customer.

Repair, replacement or refund of the purchase price are the only and exclusive services foreseen by this warranty and are restricted to the stated duration of ten (10) years.

The costs for dismantling a defective product, returning it to AXITEC or to the authorized dealer, as well as reinstallation are excluded from this warranty.

2. Warranty against degradation of output power

Two warranties apply:

(a) If within a period of twelve (12) years from the date of sale to the initial purchaser module power is less than 90% of the rated power of the module specified on delivery,

(b) If within a period of twenty-five (25) years from the date of sale to the initial purchaser, module power is less than 80% of the rated power of the module specified on delivery,

in both cases (a) and (b)

AXITEC will – at its discretion – compensate the loss of power by supplying new modules or by repairing or replacing the module, provided that AXITEC determines, on conducting its own inspection, that the loss of power is due to defective materials and treatment.

Repairs and the supply of replacement parts are the only and exclusive services offered by this warranty against degradation of output power, and these are limited to the above mentioned periods. The costs for dismantling a defective product, returning it to AXITEC or to the authorized dealer, as well as reinstalling it are excluded from this warranty against degradation of the output power.

3. Warranty exclusion

This warranty will not apply should AXITEC, on conducting its own inspection, determine that a module was incorrectly operated or was used negligently, has been subject to an accident or damaged as a result of misuse, alteration, unsuitable installation or use, or damaged as a result of negligent storage, transport, or that the module was repaired, or any kind of alterations were made to the module by persons other than AXITEC or expressly authorized third parties.

This warranty will not apply to defective modules

- as a result of system parts, fixtures, or system components, such as bypass diodes, connection cables, inverters or the like, that are connected to the module by persons other than from AXITEC or as a result of other fixtures or the installation of such fixtures
- as a result of defective wiring work, defective installation work or defective handling during such work
- as a result of operation under unsuitable environmental conditions or using unsuitable methods that deviate from the product specifications, operating instructions or identification plate information
- as a result of unsuitable maintenance or unsuitable tests or due to breakage of glass caused by external influences, flying objects or external loads
- as a result of other influences such as dirt on the front glass, soiling or damage caused by smoke, salt or other pollution
- as a result of use on mobile units such as vehicles, ships etc.
- due to forces of nature, force majeure and other unforeseeable circumstances beyond the influence of AXITEC for example earthquakes, typhoons, cyclones, hurricanes, volcanic eruptions, flooding, lightning strikes, snow damage, nuclear events etc.

4. Warranty limitations

This warranty replaces any and all other previous warranties. AXITEC is not liable for incidental or consequential damage or damage regardless of the cause.

5. Warranty claims

If you have a justified warranty claim, please inform the authorized dealer or AXITEC immediately. You will receive information on how to assert your warranty claim.