

Photovoltaic Modules Limited Warranties of Autarco Group BV

Autarco Group BV (hereafter “Autarco”) guarantees that its solar photovoltaic modules are designed and manufactured for a long life span and provides the following limited warranties:

1. Limited Product Warranty – 10 year repair or replace remedy

Autarco warrants its photovoltaic modules including DC connector cable assemblies to be free from defects in workmanship and materials under normal application, use and installation and service conditions for a period of ten (10) years from the shipment date of the modules. If a module malfunctions or becomes inoperative due to a defect in workmanship or material during the ten year period of this warranty, Autarco will, at its option, either repair or replace the module in problem. The repair or replacement remedies shall be the sole and exclusive remedy provided under this Limited Warranty.

2. Limited Pmax Warranty – 25 year limited remedy

- 2.1. “Pmax” is the nominal power that a photovoltaic module generates at “Standard Test Conditions” (STC) as specified on the product datasheet. STC are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25 degrees centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Autarco in effect on the date of manufacture of the modules. Autarco’s calibration standards shall be in compliance with then current standards applied by international institutions accredited for this purpose.
- 2.2. Autarco warrants for the modules that: for the first twelve months after the warranty start time (commencing year), any photovoltaic module under normal application, use, installation and service condition as specified in Autarco’s “Module installation manual”, without any visible damage, will exhibit a power output no less than 97% of the Pmax (i.e., minimum permissible power output for the commencing year). In each twelve (12) month period (calendar year) consecutively following the commencing year, the power output will be no more than $0.65\% * P_{max}$ lower than the minimum permissible power output for the previous calendar year. So by the end of the 25th year from the commencing year, at least 81.4% of Pmax can be achieved. The minimum permissible power output (MPPO) of each calendar year as a percentage of Pmax is shown in the table below:

Year	1	2	3	4	5	6	7	8	9	10	11	12	
MMPO	97.00	96.35	95.70	95.05	94.40	93.75	93.10	92.45	91.80	91.15	90.50	89.85	
Year	13	14	15	16	17	18	19	20	21	22	23	24	25
MMPO	89.20	88.55	87.90	87.25	86.60	85.95	85.30	84.65	84.00	83.35	82.70	82.05	81.05

- 2.3. If the output power of the modules tested by a third party which is accredited by Autarco under Standard Test Conditions does not meet the above levels within the specified warranty period, provided that such loss in power is determined by Autarco to be due exclusively to defects in material or workmanship, Autarco will, at its sole option, either [1] make up such loss in power by either (a) providing additional modules to the customer or (b) refunding the then-current market price equivalent to the additional modules or [2] repair or replace the defective modules including free shipping to the place applied by Autarco.
- 2.4. The remedies set forth in paragraph 2.3 are the sole and exclusive remedies provided under this "Limited Pmax Warranty".
- 2.5. This "Limited Pmax Warranty" does not warrant defects in workmanship and materials, which shall be exclusively covered under "Limited Product Warranty".

3. Exclusions and limitations

- 3.1. Warranty claims shall be filed in writing to Autarco or its authorized distributors within the applicable warranting period, without exception.
- 3.2. These Limited Warranties will not be applied to normal wear and tear, to the natural effects of exposure to weather conditions over time, or to the modules which under Autarco's sole judgment have been subjected to misuse, abuse, neglect, vandalism or accident; alteration, improper installation or application that does not strictly follow the manufacturer's instructions; repair or modifications that do not strictly follow the manufacturer's instructions; or power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage or other events outside the control of Autarco.
- 3.4. These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced modules to the place applied by Autarco. Any costs for returning the modules to Autarco or its authorized agents and authorized distributors, or costs associated with installation, removal or reinstallation of the modules shall be borne by the Customers.
- 3.5. Warranty claims will not be honored if the type or serial number of the modules have been altered removed or made illegible without written authorization from Autarco.

4. Limitation of Warranty Scope

- 4.1. This “Limited Product Warranty” replaces as well as excludes all other explicit or implicit warranties including but not limited to those from commercial law(s) and those of the suitability for a particular application, and all other obligations and liabilities on the part of Autarco, unless those warranties, obligations and liabilities disclaimed herein are otherwise explicitly pledged by Autarco in written form.
- 4.2. Autarco shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the products, including, without limitation, any defects in the products, or from use or installation.
- 4.3. Autarco is only liable for the direct loss of materials. Under no circumstances shall Autarco be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded.
- 4.4. The limited warranties do not cover any transportation charge and customs clearance costs for return of the Product(s), for reshipment of any repaired or replaced Product(s), or cost associated with installation, removal or re-installation of the Product(s).
- 4.5. Autarco’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer.

5. Transferability

- 5.1. This warranty is extended to the original end-user, and is transferable to any subsequent owner of the location or subsequent holder of the product when product(s) remain at their original installed location upon satisfactory proof of succession or assignment.

6. Claims

- 6.1. If you have purchased a Product from a retailers or distributors you are kindly required to contact them and follow their instructions on claim processes.
- 6.2. Every claim to warranty must follow the Return Material Authorization (“RMA”) process. This starts by submitting a claim in writing to:

Autarco Group BV
Schansoord 60
5469 SH, Erp
The Netherlands

Or email to: support@autarco.com

Such notice should enclose;

- Evidence of the date of delivery of the applicable product and the basis for the claim. Warranty claims may only be made by the original buyer or a person to whom the title to the Product has been transferred, provided that the Product remains in their original location and configuration.
 - A field report in the format provided by Autarco which may change from time to time, but will include detailed description of claim and Product serial numbers.
- 6.3. Upon receipt of such written claim, Autarco may seek further verification of the claim.
 - 6.4. Upon written RMA authorization by Autarco and according to return packaging and shipping instructions from Autarco, the allegedly-defective Product may be returned to Autarco.
 - 6.5. Autarco will not accept the return of any product unless prior written authorization has been given by Autarco.
 - 6.6. Autarco will not accept the return of any product unless the packaging and shipping instructions provided by Autarco were adhered to.
 - 6.7. Autarco will feedback on the claim and suggested solution as soon possible and within maximum thirty (30) days after accepted receipt of returned Product.

7. Other terms

- 7.1. Autarco reserves the right to deliver another type of Product(s) with difference in size, form, color and / or output if the type of the reclaimed Product(s) is no longer produced at the time of complaint.
- 7.2. The repair, replacement or additional delivery of the Product(s) neither renews nor extends the period of the warranties.
- 7.3. Any replaced Product shall become the property of Autarco.

8. Severability

- 8.1. If a part, provision or clause of this "Limited Product Warranty", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this "Limited Product Warranty", and to this end such other parts, provisions, clauses or applications of this "Limited Product Warranty" shall be treated as severable.

9. Disputes

- 9.1. Any dispute(s) arising out of the RMA process or related to this "Limited Product Warranty" should be made within one (1) month after the cause of the dispute(s) appeared, otherwise the claim will not be accepted.

- 9.2. Disputes between Autarco and the claimant, including disputes regarded as such by only one party, shall be resolved as far as possible through proper consultation.
- 9.3. If the parties do not reach a solution amicably TÜV Rheinland has the jurisdiction to settle the disputes although Autarco is always entitled to submit the dispute to another competent body. All fees and expenses shall be borne by the losing party.

10. Force majeure

- 10.1. Autarco shall not be in any way be responsible or liable to the end user Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Autarco.

11. Validity

- 11.1. This version of the "Limited Warranties" holds its validity until replaced by an updated version.