

## Limited Warranty for Silverpoint Solar Panel

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

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

- 1.1. Subject to listed Exclusions and Limitations, Autarco warrants its photovoltaic including factory assembled glass, cells, films, frame, electric components, connection boxes, plugs and wires, if any, to be free from defects in materials and workmanship under normal application, operating conditions, use, installation, and maintenance for a period of ten (10) years from the shipment date of the panels (Warranty Start Date). If a panel malfunctions or becomes inoperative due to a defect in workmanship or material during the ten year period of this warranty, Autarco will, at its sole discretion, repair or replace the panel, or refund the purchase price according to the type of defect. The repair, replacement or refund remedies are the only and exclusive remedy provided under this Limited Warranty.
- 1.2. “Material or workmanship defects” are defined per IEC 61215 Clause 7, IEC 61215 Clause 10.1. Like all materials exposed to different environmental conditions, components of panels are subject to natural degradation (aging) and their appearance may change within the warranty period.

### 2. Limited Power Output Warranty – 30 year limited remedy

- 2.1. Subject to listed Exclusions and Limitations, Autarco warrants that panels under normal application, use, installation and service condition as specified in Autarco’s “Solar Panel installation manual” will;
  - a) Exhibit a power output no less than 97.5% of the nominal peak power specified on the respective datasheet and panel label at Standard Test Conditions (STC) within the first year from the warranty start date.
  - b) Exhibit a power output that declines by no more than 0.6% per year of the nominal peak power specified on the respective datasheet and panel label at STC.
  - c) Consequently, at the end of the 30th year from the “warranty start date”, the panels will still produce a power output of at least 80.1% based on the stated nominal output at STC.
- 2.2. For the above such loss in power measured by Autarco facility or the 3rd party testing institute recognized by both sides, it is determined by Autarco (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty. Autarco will remedy such loss in power by either providing additional

panels to the customer to make up for such loss in power, or by repairing or replacing the defective panels at the discretion of Autarco.

- 2.3. The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the “Limited Power Output Warranty – 30 year limited remedy”.
- 2.4. Caution: Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to - a power measurement uncertainty of  $\pm 3\%$ .

<b>Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
MMPO	97.5	96.9	96.3	95.7	95.1	94.5	93.9	93.3	92.7	92.1
<b>Year</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
MMPO	91.5	90.9	90.3	89.7	89.1	88.5	87.9	87.3	86.7	86.1
<b>Year</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>
MMPO	85.5	84.9	84.3	83.7	83.1	82.5	81.9	81.3	80.7	80.1

### 3. Exclusions and limitations

- 3.1. Warranty claims shall be filed according to Clause 4 within the applicable warranting period.
- 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 panels 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; use under unusual conditions or environments (such as high temperature, high humidity and so on) that deviate from the product specifications and installation manual; non-significant discoloration of laminate; non-significant loss of glass transparency; non-significant frame damage due to environmental; non-significant damage of connectors and cables due
- 3.3. The Limited Warranty does not cover any transportation charges, customs clearance or any other costs for return of the panels, for reshipment of any repaired or replaced panels, or costs associated with installation, removal or reinstallation of the panels, or loss of revenue.
- 3.4. Warranty claims will not be honored if the type or serial number of the panels 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. Under no circumstances shall Autarco be liable for incidental, consequential or special damages, loss of use, loss of profits, loss of production, or loss of revenues damages.
- 4.3. 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. The Dealer or Distributor should submit warranty claims according to the Return Material Authorization ("RMA") process. This starts by either;
  - a) Raising a case online at <https://helios.autarco.com/>
  - b) Email to support@autarco.com
  - c) Submitting a claim in writing to Autarco Group BV, Schansoord 60, 5469 SH, Erp, The Netherlands

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 a first-class international institute such as TÜV Rheinland or Intertek shall be involved to judge the claim. All fees and expenses shall be borne by the losing party. The final right of interpretation shall be borne by Autarco.

## 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.