



Limited Warranty for **OPENAX** Photovoltaic Modules

OPENAX

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A logo consisting of a horizontal line with a blue segment on the left, a white segment in the middle, and a red segment on the right, positioned above the text 'FRENCH BRAND'.

FRENCH BRAND

LIMITED PRODUCT WARRANTY

OPENAX warrants that all types of OPENAX PV Modules, including factory assembled DC connectors and cables, are macro defect-free regarding materials and workmanship with the exception of improper installation, application, utilisation and maintenance.

Any appearance or cosmetic change(s) of the PV Modules, including but not limited to any discolouration, scratching, and mechanical wear-out, or any other change(s) attributable to or caused by the normal wear and tear over time that may occur after the Warranty Start Date (i.e. date of delivery), shall be exempt from the 30-Year Limited Product Warranty.

Claims shall be in effect under the 30-Year Limited Product Warranty only if the Customer has provided evidence sufficient enough to prove that the non-conformity or malfunctioning of the PV Modules results exclusively from the defect(s) and is covered by the 30-Year Limited Product Warranty. OPENAX may, at its discretion, (a) repair the defective product, (b) supply a replacement product, or (c) pay the end-user the current market value of the product. The 30-Year Limited Product Warranty does not refer to a specific power output.

Limited Product Warranty extension:

- OPENAX Heterojunction Technology Series (Glass/Glass): The products are covered by 40 Year Limited Product Warranty.

- OPENAX TOPCon Technology Series (Glass/Glass): The products are covered by 30 Year Limited Product Warranty.

LINEAR POWER OUTPUT WARRANTY

OPENAX warrants that for a period of 25 years or 30 years, beginning from the Warranty Start Date, any loss of power output against the minimum "Peak Power at STC", as specified on the label of the modules (hereinafter "Nominal Power") when measured at Standard Test Conditions (STC) for the Product(s), shall not exceed:

- 1. Poly modules (Glass/Backsheet):** 2% within the first year, and thereafter 0.60% per year, so that OPENAX PV Modules will produce no less than 83.6% of their nominal power in the 25th year after the Warranty Start Date.
- 2. Mono modules (Glass/Backsheet):** 3% within the first year, and thereafter 0.65% per year, so that OPENAX PV Modules will produce no less than 81.4% of their nominal power in the 25th year after the Warranty Start Date.
- 3. Mono modules (Glass/Glass):** 3% within the first year, and thereafter 0.50% per year, so that OPENAX PV Modules will produce no less than 82.50% of their nominal power in the 30th year after the Warranty Start Date.
- 4. Mono Halfcut modules "Half-Cut Technology Series" (Glass/Backsheet):** 2% within the first year, and thereafter 0.45% per year, so that OPENAX PV Modules will produce no less than 87.20% of their nominal power in the 25th year after the Warranty Start Date.
- 5. Mono Bifacial Halfcut modules "Half-Cut Technology Series" (Glass/Backsheet):** 2% within the first year, and thereafter 0.45% per year, so that OPENAX PV Modules will produce no less than 84.95% of their nominal power in the 30th year after the Warranty Start Date.
- 6. Mono Bifacial Halfcut modules "Half-Cut Technology Series" (Glass/ Glass):** 2% within the first year, and thereafter 0.44% per year, so that OPENAX PV Modules will produce no less than 85.24% of their nominal power in the 30th year after the Warranty Start Date.
- 7. N-Type Halfcut modules "TOPCon Technology Series" (Glass/Backsheet):** 1% within the first year, and thereafter 0.45% per year, so that OPENAX PV Modules will produce no less than 85.95% of their nominal power in the 30th year after the Warranty Start Date.

8. N-Type Halfcut modules "TOPCon Technology Series" (Glass/Glass): 1% within the first year, and thereafter 0.40% per year, so that OPENAX PV Modules will produce no less than 87.4% of their nominal power in the 30th year after the Warranty Start Date.

9. Mono Shingled modules "Shingled Technology Series" (Glass/Backsheet): 2% within the first year, and thereafter 0.44% per year, so that OPENAX PV Modules will produce no less than 87.44% of their nominal power in the 25th year after the Warranty Start Date.

10. Mono Bifacial Shingled modules "Shingled Technology Series" (Glass/ Backsheet): 2% within the first year, and thereafter 0.44% per year, so that OPENAX PV Modules will produce no less than 85.24% of their nominal power in the 30th year after the Warranty Start Date.

11. Mono Bifacial Shingled modules "Shingled Technology Series" (Glass/Glass): 2% within the first year, and thereafter 0.42% per year, so that OPENAX PV Modules will produce no less than 85.82% of their nominal power in the 30th year after the Warranty Start Date.

12. HJT Bifacial Halfcut modules "Heterojunction Technology Series" (Glass/ Glass): 1.5% within the first year, and thereafter 0.25% per year, so that OPENAX PV Modules will produce no less than 91.25% of their nominal power in the 30th year after the Warranty Start Date.

The expected power output loss shall be compared with the nominal power output as specified in the relevant Data Sheets and measured at STC.

In the case of any excess power output loss, that OPENAX deems caused due to material or workmanship defects, OPENAX will, at its absolute discretion, (a) repair the defective product, (b) supply a replacement product, (c) supply additional products, or (d) pay the end-user the current market value of the product.

EXCLUSIONS AND LIMITATIONS

The Limited Product Warranty and the Linear Power Output Warranty do not apply to any OPENAX PV Modules subjected to:

- ☑ Misuse, improper installation and/or application not in accordance with the applicable local codes, failure to comply with OPENAX's Installation Manual;
- ☑ Defects caused by improper storage, transportation, handling, assembly, operation or maintenance not in accordance with OPENAX's Installation Manual;
- ☑ Repair and/or modification by a non approved technician;
- ☑ Extreme environmental conditions, lightning, flood, fire, hurricanes, whirlwinds, sandstorms, actions of third parties or other events outside the control of OPENAX i.e. force majeure;
- ☑ Dommages dus aux conditions environnementales, y compris, mais sans s'y limiter, surtensions, pluies acides, environnement marin, facteurs de pollution et/ou corrosion externe ;
- ☑ Damages due to environmental conditions, including but not limited to improper voltage, power surges, acid rain, marine environment, pollution factors, and external corrosion.

The Limited Product Warranty and the Linear Power Output Warranty do not cover any costs associated with installation, removal and/or re-installation of the OPENAX PV Modules, customs clearance or any other costs relevant to the return of OPENAX PV Modules. Removal of the products must be performed in accordance with applicable local codes and OPENAX's Installation Manual.

No return of OPENAX PV Module(s) shall be accepted, without written authorisation issued by OPENAX.

CLAIM PROCEDURE

Upon discovery of any justified claim(s) covered by the Limited Product Warranty and the Linear Power Output Warranty, the Customer shall notify OPENAX via registered letter or e-mail(customercare@openax.com), providing detailed evidence (Invoice, Proof of Delivery of the OPENAX PV Modules, Serial Numbers, Photos and Technical evaluation) that will initiate the Claim Procedure. Any claim(s) under this Limited Product Warranty must be brought to OPENAX's attention within three months upon identification.

TECHNICAL DISPUTES

In the event of technical disputes relevant to OPENAX Warranty claims, the Customer shall consult a first-class test institute such as TÜV Rheinland, VDE, RETC, or other, to issue a technical report including test results that will be utilised in order to determine the technical aspects of the claim(s). OPENAX reserves all rights to handle each and every dispute at its own discretion.

WARRANTY LIMITATIONS

Any repair and/or replacement of OPENAX PV Modules, or any supply of additional OPENAX PV Modules, will neither renew the Warranty Start Date, nor extend the original terms of the Limited Product Warranty and the Linear Power Output Warranty. Any claimed and replaced OPENAX PV Modules shall become the property of OPENAX. OPENAX shall, at its own discretion, deliver another type of OPENAX PV Module(s) (different in size, colour, and/or power) in the case that OPENAX has discontinued producing the PV module(s) in question at the time of the claim.

FORCE MAJEURE

OPENAX shall not be whatsoever liable to the Customer, or to any third-parties arising, nor responsible of any non-performance or performance delays caused from natural disasters such as fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials, and any other event deemed to be out of the control of OPENAX.

REMARK:

"Peak Power" is the power in watt peak (Wp) generated when PV Modules reach their maximum power point under STC conditions. STC conditions are as follows:

- a) Light spectrum of AM 1.5;
- b) Irradiance at 1,000W/m²;
- c) Cell temperature at 25 degrees Celsius at right angle irradiation.

Measurements are carried out in accordance with IEC 61215 standards and conform to values of the calibrated PV Module used at the time of the OPENAX PV Modules manufacture. OPENAX calibrated PV Modules are certified by International Institutions and are in full compliance with IEC 60904.