



PREMIUM WARRANTY CAT5 SOLAR ENERGYRA SOLAR MODULES

30 YEAR PRODUCT WARRANTY
30 YEAR POWER GUARANTEE



PREMIUM WARRANTY FOR CAT5 SOLAR THE ENERGYRA MODULES

Energyra Europe B.V. (Energyra) provides a product warranty and a power warranty for its single glass photovoltaic modules under F. (hereinafter jointly referred to as "modules" or individually as "module"). The product warranty covers defects of the module (A.1.) while the subject of the power warranty is only the module's loss (A.2.). Sections (B.-G.) describe the conditions which apply to these Energyra warranties.

A. ENERGYRA WARRANTY

1. Energyra warranty subject to the conditions of this warranty certificate, we guarantee that Energyra-modules shall be free from material and manufacturing faults for a period of 30 years from the purchase date. Power output is covered solely by the Energyra power warranty.
2. Energyra power warranty subject to the conditions of this warranty certificate, we guarantee that - during the first two years from the purchase date, the power output will be at least 98%, or - if lower - as indicated by Energyra on the respective module and the LID (Light Induced Degradation) of the actual product datasheet. The annual performance degradation in the subsequent 3rd to 30th year from the purchase date will be less than 0,50% of the module power output as indicated by Energyra on the specific module.

The power output of the modules shall be measured at any moment under standard test conditions (hereinafter "STC"), based on the (by Fraunhofer-ISE) calibrated Energyra-'golden samples' on the relevant and calibrated Energyra I-V test equipment (and/or alternative test facility appointed by Energyra) minus standard measurement/equipment tolerances of 5 % under STC (irradiance 1,000 W/m², spectral distribution AM 1.5, temperature 25±2° C ,).

The product and power warranty period shall begin on the same day on which Energyra or the installer sells the module to the end customer, with the invoices and datasheet as proof.

The purchaser bears the burden of proof that the warranty has not been excluded due to the aforementioned reasons. This does not apply to circumstances which lie within Energyra's sphere of responsibility or that of Energyra's vicarious agents.

B. WARRANTY CONDITIONS

Energyra provides the warranty pursuant to these warranty conditions exclusively to Customers who have acquired modules for their own use and not for the purpose of further sale or any other type of commercial exploitation ("Customer"). Energyra guarantees the Customer pursuant to these warranty conditions that the modules are free from material and manufacturing defects which influence the functionality of the modules ("Product Defects") for a duration of thirty (30) years from the date of the invoice to the end customer for the purchase of the modules ("Warranty Term").

The owner of the module at the time at which a warranty claim originates shall be entitled to make a warranty claim. These warranties apply only for the first installation of the modules. The defective module must still be part of the solar energy system in which it was initially integrated. Warranty claims must be filed within the applicable warranty period.

These warranties only apply with normal and proper warehousing, transportation, implementation, installation, dry and proper conditions, use and maintenance of the modules and only under usual operating conditions. In particular, the installation instructions for Energyra modules in the version which is up to date at the time of installation must be observed. Warranties are valid in the European Union. Repairs, modifications or any other changes to the module itself may only be made by Energyra qualified and approved professionals.

These warranties are only effective for modules used under normal temperate climate conditions. They do not apply in the event of impairments or damage to the modules due to electrical surges, lightning, flooding, vermin, fire, impact, undue shock and vibrations, extreme conditions or other external influences.

They also do not apply to damage caused by third parties and other events or accidents outside the normal use of the modules and over which we have no influence. Furthermore, the warranties do not apply if modules are used near shore, in offshore or mobile systems. A defect does not exist in the case of mere optical inhomogeneities of the modules that do not fundamentally influence the technical function of the modules. These warranties are no longer valid if the module label or serial number of the module have been changed, erased, or made illegible, or otherwise become illegible.

C. INDEMNIFICATION

In the event a binding warranty claim has been established, we shall provide, at our sole discretion, compensation in the form of any of the following alternative options:

- a) Replacement of products (new or refurbished, equally or better performance representation). Insofar as the module originally supplied by Energyra was not or is no longer manufactured in serial production, any equivalent module can be supplied as replacement or additional module
- b) Repair
- c) for Energyra product warranty cases only - provision of financial compensation for the appropriate residual value of the products taking a 30 year depreciation and set standards under A.2 into account.
- d) for Energyra power warranty cases only
 1. provision of additional modules (new or refurbished, equally or better performance representation) which makes it possible to re-establish the guaranteed power output, or
 2. execution of technical measures to re-establish the guaranteed power output, or
 3. financial compensation for module price-difference of the lower power output taking a 30 year financial depreciation and set standards under A.2 into account on new Energyra modules.

If customer is aware of any manufacturing faults or shortcomings and installs the products anyway without giving Energyra the opportunity to correct, customer shall bear any additional costs.

If the module type is no longer in production at the time of the warranty claim, we reserve the right to supply any another type of solar module which in any case is of the same or higher power as the claimed module. The electrical compatibility has to be ensured. Further warranty claims do not apply.

Warranty claims under the provision of any sales contract will not be restricted through this warranty certificate. The liability of the producer shall also remain unaffected. Indemnification neither extends the existing warranty period nor constitutes the commencement of a new period. All replaced modules shall become the property of Energyra.

D. LIMITATION OF LIABILITY

- a) Any claims for damages or expenses against Energyra irrespective of the legal basis (contract, tort or any other area of law) out of or in connection with the warranty pursuant to these warranty conditions or warranty services are excluded. Energyra shall in no event and irrespective of the legal basis be liable to pay damages to the customer for loss of profit or revenue, loss of use or power harvest, loss of data, cost of capital, down-time costs, cost of substitute goods or transport, property damage external to the modules and any damage or loss arising out of such damage or any special, incidental, indirect or consequential damage. This also applies if such damage occurs at a third party's premises.

- b) The aforementioned limitations of liability do not apply if Energyra is liable pursuant to product liability law, in cases of wilful intent, gross negligence, injury to life, body or health, or breach of material contractual obligations, i.e. obligations that actually enable the proper execution of the contract in the first place and which the customer can regularly and fully expect to be met. Compensation for breach of material contractual obligations is, however, restricted to foreseeable losses arising from the type of contract, provided no wilful intent or gross negligence is involved, there is no injury to life, body or health, and Energyra is not liable under product liability law.
- c) The warranty for Energyra modules does not apply to any modules which have been subjected to:
 - Misuse, abuse, neglect or accident;
 - Alteration, disassemble, reinstallation, and/or improper installation or application;
 - Non-observance of Energyra's installation and maintenance instructions;
 - Repair or modifications by persons that have not been previously authorized or approved by Energyra;
 - Failures caused by surrounding equipment of the module;
 - Use under unusual conditions or environments (such as high temperature, high humidity and so on) that deviate from the product- and warranty specifications and installation manual;
 - Products are installed on the mobile platforms or exposed to the marine environment.
 - Glass breakage due to external causes.
 - Use for purposes unrelated to the generation of solar power;
 - Connection with any other manufacturer's PV modules, or Energyra modules that are a different model or have different power output specifications.
 - Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Energyra.
 - Naturally occurring scratches, stains, mechanical wear, rust, degradation, discolouring, or other alteration occurring after the shipment from Energyra that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:
 - a. Non-significant discoloration of cells or laminate.
 - b. Non-significant loss of glass transparency.
 - c. Non-significant increase of surface roughness.
 - d. Non-significant frame discoloration or damage due to environmental stress.
 - e. Non-significant damage of junction box due to environmental stress or indication of corrosion.
 - f. Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
 - g. Non-significant damage of frame fixation due to environmental stress.
 - Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Energyra.





E. ASSERTION OF WARRANTY CLAIMS

When submitting warranty claims, the original invoice stating the purchase date, specified price of the modules, datasheet product codes and serial numbers must be provided.

For power warranty cases a dated credible test report must be submitted as proof that the minimum rated output has not been reached.

A warranty claim must be filed within 3 months after the point in time when knowledge of the claim existed. Claims received after this time may be considered at Energygra's sole discretion.

This warranty certificate is governed exclusively by the Netherlands substantive law.

These warranties are independent, voluntary and gratuitous services provided by Energygra which do not affect any representations and warranties existing between the actual vendor and the customer in any way. A warranty claim can never exceed the invoiced price of the modules. All questions and claims regarding warranty claims should be directed to the vendor of the modules. Further documents (e.g. photos, records, etc.) must be provided at Energygra's request.

Only in case of absence of the vendor, the warranty claims can also be submitted to: Energygra Europe B.V., Handelsweg 45, 1525 RG Westknollendam, the Netherlands (info@energygra.com). If Energygra has received a claimed module from a vendor (or, in case of vendor-absence: customer) and no defect of the module could be discovered by Energygra, then Energygra shall engage - an independent expert to determine if the module had a defect. In the event the module had a defect, Energygra shall bear the costs of such an expert. If no defect of the module could be discovered, vendor/customer shall bear the costs of the expert, investigation and return of the modules.

F. SCOPE OF THE ENERGYRA WARRANTY

This warranty certificate only applies to modules of the following module type and quality class A:

Item in order confirmation	Module type
DeflectIQ-xxx	DeflectIQ
EclectIQ-xxx	EclectIQ
FotonIQ-xxx	FotonIQ
IconIQ-xxx	IconIQ

"xxx" replaces the rated power output of the modules at STC.

G. FINAL PROVISION

If any individual provisions of these warranty conditions are or become invalid, the validity of the remaining provisions remains unaffected.

This certificate is only valid for the described Energygra® modules, purchased between July 1st 2021 and the date on which a new warranty certificate enters into effect.

Westknollendam, July 1st, 2021



 **Cat5 Solar** | *all about return*

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