



## Product & Performance Warranty Terms and Conditions

These Product & Performance Warranty Terms and Conditions relate to Luxra International B.V. and Luxra Netherlands B.V., both private companies with limited liability, established in The Netherlands, both located on NL-8451 KA Oudeschoot, Schoterlandseweg 45 ( hereinafter referred to as "**LUXRA**");

### Article 1 Product warranty and warranted products

- 1.1 LUXRA guarantees under the conditions of these warranty terms that the photovoltaic modules, exclusively listed in the module overview in Schedule 2 and provided by LUXRA, are free from defects in materials and workmanship. The warranty period is:
  - Thirty (30) years for Luxra® Pure Modules.
- 1.2 The warranty begins on the date of sale to the end customer or one (1) year after the production date, whichever is earlier. Repair or replacement under this warranty will not extend the original warranty period. LUXRA guarantees that each module will be free from defects in materials and workmanship under normal use, installation, and service conditions.
- 1.3 Changes in appearance (e.g., scratches, stains, rust) that do not affect the module's performance are not considered defects. Claims related to glass breakage are only valid if there is no external cause for the damage.
- 1.4 The remedies outlined above are the sole and exclusive obligations of LUXRA, and the customer's only recourse for any failure under this section. The product warranty does not cover specific power output, which is addressed in Article 2 below.

### Article 2 Performance warranty

- 2.1 LUXRA guarantees under the conditions of these warranty terms that the performance of the photovoltaic modules will not fall below the specified levels due to cell degradation. The levels and values are specified in Schedule 1. This warranty applies from the date of sale to the end customer or one (1) year after the production date, whichever is earlier. This warranty does not cover performance loss due to damage or defects in other module components, such as module glass, module frame, junction box, bypass diodes, cables, connectors, EVA and back foil.
- 2.2 LUXRA warrants that for a period of thirty (30) years from the Warranty start date, the module will maintain:
  - 95% of nominal power output for 11 years.
  - 87,4% of nominal power output for 30 years.
- 2.3 These percentages are based on Standard Test Conditions (STC) of 25°C, 1.5 AM, 1000 W/m<sup>2</sup>, as specified in the product data sheet.

### Article 3 General warranty conditions

- 3.1 This warranty applies exclusively to the original end customer and is not transferable. The warranty statements do not apply to intermediaries or installation companies.
- 3.2 The warranty is valid worldwide, except in the USA and Australia. Separate conditions apply there.
- 3.3 This warranty does not cover defects resulting from improper installation, handling, or external events such as natural disasters.

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- 3.4 Warranty claims arising from this warranty can only be asserted within the respective warranty period. Any extension, for whatever legal reason, is excluded.

#### **Article 4 Limitation of liability**

- 4.1 This warranty covers only repair, replacement, or compensation at LUXRA's discretion. No further claims, including loss of feed-in tariffs or installation costs, are allowed.
- 4.2 In the event of a warranty case in accordance with this warranty condition where a module does not meet the power thresholds under **Article 1 Product warranty**, due to material or workmanship defects, LUXRA will, at its own discretion, either:
- Repair or replace\* the module, or
  - Provide additional\* modules to compensate for the power loss, or
  - Compensate for the module at the current and market manufacturer price per Wp, or
  - Offer financial compensation for the reduced power output.
- \* If the module type is no longer in production at the time of the warranty claim, LUXRA reserves the right to supply another module type. This module type may vary in size, shape, color, condition of use and/or performance. The remaining time of the original warranty period applies to the newly delivered photovoltaic modules.
- 4.3 If a warranty case in accordance with this warranty condition where a module does not meet the power thresholds under **Article 2 Performance warranty**, where the performance of the photovoltaic modules is 85% below the specified levels specified in Schedule 1 due to cell degradation, LUXRA may, at its own discretion, either:
- Compensate for the loss of power by supplying additional modules which make up the difference between the guaranteed power and the measured power at the time of the warranty claim, or
  - Reimburse the difference between the actual STC performance and the remaining theoretical warranty performance of the products (current and market manufacturer's price per Wp \* (remaining theoretical warranty performance - actual measured STC performance)).
- 4.4 LUXRA will cover shipping costs for any replacement modules. Any repair or replacement will not extend the original warranty period.
- 4.5 No further claims shall arise from this warranty, not even directly related to the repair. In particular, it is therefore excluded that the customer, in the event of a claim to the warranty service, also has a claim to compensation for the feed-in tariff lost during this period. Costs arising from the dismantling, repackaging, installation or reinstallation of the module, as well as other associated expenses, shall be borne by the customer.

#### **Article 5 Exclusions and limitations**

- 5.1 This warranty is valid only when the photovoltaic modules are used, installed, and operated under proper conditions. The warranty applies exclusively to modules whose performance has not been impaired by factors beyond LUXRA's control. Specifically, this warranty does not cover defects in photovoltaic modules arising from:
- Alteration, improper installation or application, including deviations from the installation instructions available on the LUXRA website, improper commissioning, transportation, storage, operation, removal, or reinstallation of the modules.
  - Non-compliance with local standards, laws, and regulations applicable at the installation site.
  - System parts, devices, or components, such as bypass diodes, connection cables, or inverters, that have not been properly connected to the photovoltaic module.
  - Faulty wiring, installation work, or improper handling during such work.
  - Operation under ambient conditions or methods that deviate from the product specifications, operating instructions, or nameplate information.
  - Installation in direct contact with salt water, such as in offshore platforms, marine



- applications, or exposure to contaminants from salt water or chemicals.
- Glass breakage.
  - Unauthorized, inappropriate tests, repairs, or modifications by anyone other than an approved LUXRA technician.
  - Faulty design and/ or configuration of the system.
  - External influences such as dirt on the front glass, contamination, or damage from smoke, salt, cleaning agents, or other pollutants.
  - Use on mobile units such as vehicles or ships.
  - Micro-cracks in the cells resulting from improper transport, assembly, or operation.
  - Misuse, abuse, neglect, accident, negligence, willful misconduct, or other improper acts or omissions by the customer, their employees, agents, or third parties.
- 5.2 Due to manufacturing processes and material changes during operation, color variations and shades in all module components may occur. Such variations do not constitute a defect and do not give rise to any claims under this warranty.
- 5.3 Customers are responsible for inspecting and accepting delivered modules. Claims related to packaging damage during delivery must be made immediately. Any other damages must be addressed with the forwarding or insurance company.

#### **Article 6 Limitation of warranty scope**

- 6.1 Disclaimer: This warranty expressly excludes all other warranties, whether express or implied, including but not limited to any implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose, unless specifically agreed to in writing and duly signed and approved by LUXRA.
- 6.2 Limitation of Liability: LUXRA shall not be held responsible or liable for any damage, injury to persons or property, or any other loss or injury arising from any cause related to any module, including but not limited to any defect in the module or its use or installation. To the fullest extent permitted by applicable law, LUXRA shall not, under any circumstances, be liable for any incidental, consequential, or special damages, regardless of how they are caused, even if such damages were reasonably foreseeable by LUXRA. This includes, without limitation, loss of use, loss of profits, loss of production, and loss of revenues, all of which are specifically excluded to the maximum extent allowed by applicable law. Notwithstanding any other provisions of this document, LUXRA's total liability, if any, for damages or otherwise, shall be limited to the amount paid by the customer for the specific module that is the subject of the warranty claim.

#### **Article 7 Warranty claim submission and verification**

- 7.1 To submit a warranty claim, customers must contact LUXRA directly in writing.
- Warranty claims should be addressed to:  
LUXRA International and/ or Luxra Netherlands  
Schoterlandseweg 45  
NL-8451 KA Oudeschoot  
The Netherlands  
([info@LUXRA.ch](mailto:info@LUXRA.ch) and/ or [info@luxra.nl](mailto:info@luxra.nl))
- 7.2 The claim requires that proof of purchase, in particular an original purchase receipt, is submitted and that the serial number and the product label are not damaged, altered, removed, or tampered with.
- 7.3 Affected photovoltaic modules may only be returned with the prior written authorization of LUXRA. The customer is responsible for return shipping costs.
- 7.4 The end customer undertakes to return the replaced old photovoltaic modules to LUXRA and to send them back to LUXRA at his own expense.



- 7.5 If the customer accepts the warranty service provided by LUXRA, he allows LUXRA to process his personal data. More detailed information on this can be found in our privacy policy in our Code of Conduct at [www.LUXRA.ch](http://www.LUXRA.ch).

#### **Article 8 Technical disputes**

- 8.1 Whether a warranty claim exists is determined by the STC test conditions (Standard Test Conditions) valid at the beginning of the warranty. The STC test conditions are standard industry conditions used to measure the performance of a photovoltaic module, see also standard IEC 60904 and 61215. The power is specified in watt peak (Wp). This technical investigation is the responsibility of the end customer.
- 8.2 Disputes regarding warranty claims will be resolved by an ISO 17025 accredited test laboratory chosen by LUXRA. The losing party bears the cost of the testing.

#### **Article 9 Force majeure**

- 9.1 LUXRA is not liable for non-performance due to events beyond its control, such as natural disasters, war, or other force majeure events beyond LUXRA's reasonable control such as, but not limited to, earthquakes, typhoons, hurricanes, volcanic eruptions, floods, lightning, snow damage (resulting from exceeding the maximum snow load permitted under the operating instructions), nuclear event, etc. In such cases, the warranty is null and void.

#### **Article 10 Warranty transfer**

- 10.1 Claims arising from this warranty cannot be transferred to third parties.
- 10.2 This warranty is transferable to a new owner if the module remains installed in its original location. The new owner must adhere to all exclusions, limitations, and conditions.

#### **Article 11 Validity**

- 11.1 This warranty applies to modules manufactured by LUXRA from July 1, 2024, onwards. The warranty start date is either the sales invoice date or one year from the module's dispatch date. This warranty remains valid until a revised version is issued by LUXRA.
- 11.2 LUXRA reserves the right to revise the warranty conditions without any prior notification.

#### **Article 12 Severability**

- 12.1 If any part, provision or article of these warranty terms, or the application thereof, to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity or enforceability of any other part, provision or clause of these warranty terms or its applicability to any other person or circumstance, and to this end such remaining parts, provisions, clauses or applications of this Warranty shall be treated as severable.

#### **Article 13 Governing law and jurisdiction**

- 13.1 This warranty is exclusively governed by Dutch law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 13.2 The courts of The Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this warranty terms or its subject matter or formation (including non-contractual disputes or claims) except in relation to matters of enforcement in respect of which, the jurisdiction of the Dutch Courts shall be non-exclusive.

## Schedule 1: Power degradation

	LUXRA Pure Modules	LUXRA Pure HD Modules
*years	**performance	**performance
0	100.00%	100.00%
0 - 1	99.00%	99.00%
1 - 2	98.60%	98.60%
2 - 3	98.20%	98.20%
3 - 4	97.80%	97.80%
4 - 5	97.40%	97.40%
5 - 6	97.00%	97.00%
6 - 7	96.60%	96.60%
7 - 8	96.20%	96.20%
8 - 9	95.80%	95.80%
9 - 10	95.40%	95.40%
10 - 11	95.00%	95.00%
11 - 12	94.60%	94.60%
12 - 13	94.20%	94.20%
13 - 14	93.80%	93.80%
14 - 15	93.40%	93.40%
15 - 16	93.00%	93.00%
16 - 17	92.60%	92.60%
17 - 18	92.20%	92.20%
18 - 19	91.80%	91.80%
19 - 20	91.40%	91.40%
20 - 21	91.00%	91.00%
21 - 22	90.60%	90.60%
22 - 23	90.20%	90.20%
23 - 24	89.80%	89.80%
24 - 25	89.40%	89.40%
25 - 26	89.00%	89.00%
26 - 27	88.60%	88.60%
27 - 28	88.20%	88.20%
28 - 29	87.80%	87.80%
29 - 30	87.40%	87.40%

\*Years: Years from date of sale or production

\*\*Performance: Module power in relation to the specific nominal power

