
Photovoltaic Module Limited Warranty

(1) Limited Product Warranty – 12 Years Repair, Replacement or Refund Remedy

IPCOM ROADS s.r.o. (QPower) warrants its Photovoltaic Solar Modules (MODULES) to its customer, if any, shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in QPower's standard product documentation. If MODULES fail to conform to this warranty, during the period ending one hundred forty four (144) months starting from the date of sale to the customer of the QPower product (CUSTOMER), QPower will, at its option, either repair or replace the product, or provide an appropriate residual value of the product(s) as compensation or provide additional modules. The repair or replacement or appropriate compensation or providing additional modules shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the one hundred forty four (144) months period set forth herein. The calculation of appropriate compensation is based on annually reduced by a linear depreciation, taking into account an anticipated lifetime of 25 years.

(2) 30 Years Limited Linear Performance Warranty

QPower guarantees that for a period of thirty years, the module will maintain a linear performance as set forth below:

- during the first year, QPower guarantees the actual power output of the module will be not less than 97.5% of the labeled power output.
- from year 2 to year 30, the actual annual power decline will be not more than 0.5%; by the end of year 30, the actual power output will be not less than 83% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a QPower facility or by a QPower recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values, then QPower, at its option, will compensate for such loss in power by either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up such loss in power or (b) repairing or replacing the defective MODULES at the option of QPower, or (2) refund the percentage of the cost of the MODULES (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER, representing the percentage of the power output less than 80% of the minimum linear power performance.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Linear Performance Warranty".

(3) Exclusions and Limitations

1. In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

2. The “Limited Product Warranties” and the “Limited Linear Performance Warranties” do not apply to any MODULES which have been subjected to:

- modification, Customer Repair, Misuse, abuse, neglect or accident;
- improper storage, handling, installation or application;
- service by technicians who are not qualified under the relevant law and / or applicable regulations at the place of installation; for repair or modifications by someone other than an approved service technician of QPower;
- non-observance of QPower’s installation and maintenance instructions;
- exposure to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other constant and extraordinary salt and chemical pollution)
- exposure to mold discoloration or similar external effects;
- power failure surges, lighting, flood, fire, accidental breakage or other events outside QPower’s control.

3. In the case that QPower opts for replacement or providing additional modules to make up the total wattage loss, QPower shall bear all transportation charges (except air freight), and any other costs for returning the defective Product(s) to QPower; but in any cases of repair or replacement or compensation or providing additional modules, the costs and expenses for their removal or reinstallation shall remain with CUSTOMER.

4. Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

(4) Limitation of Warranty Scope

These “Limited Warranties for PV Modules” as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of QPower, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by QPower. QPower 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 MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall QPower 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. QPower’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.



YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

(5) Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to QPower shall be filed by either mailing a registered letter in writing to the address of QPower listed hereunder or by email. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization has been given by QPower. In connection with both the “Limited Product Warranties” and “Limited Linear Performance Warranties”, QPower shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by QPower.

(6) Severability

If a part, provision or clause of this “Limited Warranty for PV Modules”, 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 Warranty for PV Modules”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for PV Modules” shall be treated as severable.

(7) Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

(8) Various

The repair or replacement of the MODULES or the supply of additional MODULES does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced MODULES shall become the property of QPower made for their disposal. QPower has the right to deliver another type (different in size, color, shape and/or power) in case QPower discontinued producing the replaced MODULES at the time of the claim.

(9) Warranty Transfer

This "Limited Warranty for PV Modules" is transferable when the product remains installed in its original installation location.

(10) Force Majeure

QPower shall not be responsible or liable in any way to the CUSTOMER or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of QPower. In such cases, performance by QPower of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

(11) Applicability

This "Limited Warranty for PV Modules" is applicable for all MODULES dispatched after January 1st 2012.

Notes: 1 "Peak Power at STC" is the power in Watt peak that a PV- module generates in its Maximum Power Point. "STC" are as follows:

- light spectrum of AM 1.5;
- an irradiation of 1000 W per m²
- a cell temperature of 25 degree centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of QPower valid at the date of manufacture of the PV-modules.



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