

P Type Standard Solar Module Limited Warranty Australia

Shanghai Aerospace Automobile Electromechanical Co., Ltd (HT-SAAE) (hereafter “the company”), provides the following limited warranty on photovoltaic modules (hereafter “modules”), according to the terms stipulated below.

1 Limited Warranty

1.1 Warranty Period

1.1.1 The limited product warranty period is fifteen (15) years.

The limited linear performance warranty period is twenty-five (25) years, with first twelve (12) years ($\geq 90\%$) or twenty-five (25) years ($\geq 80\%$).

1.1.2 The warranty start date is the date of dispatch from the factory.

2. Limited Product Warranty

2.1 The company warrants that new modules which are installed in accordance with relevant product information and installation instruction manuals, that the PV modules are, free from defects in materials and workmanship under normal use and application, installation, and service conditions within the period of the fifteen (15) year limited product warranty, and as per the Mechanical and Electrical Characteristics of the product's Datasheet.

2.2 Within the fifteen (15) year limited product warranty for any valid and approved claim, the company will, in its sole discretion, either repair, or replace the product with comparable module(s), or refund at current market value.

2.3 Any performance of services under this warranty will not extend the warranty period.

2.4 Supplied modules must be checked upon delivery within Australia. Any dispute or defects found during this process, e.g., the number of modules, appearance, size, peak power or any concern must be reported in writing immediately to the company and within thirty (30) days of delivery.

3 Limited Peak Power Warranty

3.1 The company provides the following performance warranty for modules which are installed in accordance with relevant product information and installation instruction manuals.

3.1.1 P type monocrystalline module: Within the first year from the date of warranty, the output power of modules shall not be less than 97.0% of the minimum nominal peak power as set in the product's Datasheet. Thereafter the loss of average output power shall not exceed 0.7% per year. After twenty-five (25) years, the output power of the modules shall not be less than 80% of its minimum nominal peak power as set and described in the product's Datasheet and ending in the 25th year after the warranty start date.

3.1.2 P type polycrystalline module: Within the first year from the date of warranty, the output power of modules shall not be less than 97.5% of the minimum nominal peak power as set in the product's Datasheet. Thereafter the loss of average output power shall not exceed 0.7% per year. After twenty-five (25) years, the output power of the modules shall not be less than 80% of its minimum nominal peak power as set in the product's Datasheet and ending in the 25th year after the warranty start date.

3.2 The company warrants the modules to produce the warranted percentage specified above of the nominal peak power output for the modules set forth in the product's Datasheet. The company will, in its sole discretion, that any module(s) is not providing the warranted percentage of the

nominal peak power output because of defects in materials and workmanship, the company will, at its discretion,

3.2.1 Replace such loss in power by either,

(a) provide additional modules to the consumer to make up for such loss in power or,

(b) replace the defective module(s) or part by a functional equivalent or,

3.2.2 Refund the percentage of the module(s) price, representing the percentage of the power that is less than the warranted percentage of the nominal power according to current list price of comparable modules.

3.3 Any performance of services under this warranty will not extend the warranty period.

4 Power Testing

4.1 The company has right to compare the actual power generation with the design power generation to measure the power loss caused by the modules.

4.2 Power loss value is the difference between the actual power and the minimum nominal peak power within the peak power warranty period.

4.3 The power of the module(s) must be tested under the standard condition (STC).

4.4 All power data refers to measurements under the STC Standard Test Conditions applicable at the beginning of this warranty.

4.5 The STC Standard Test Conditions are customary standardised basic conditions for the measurement of the power of solar modules.

4.6 The current Standard Test Conditions are light spectrum of AM1.5, irradiation of 1000 W/m², cells temperature of 25°C.

5 Conditions for Warranty Claims

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

5.2 Upon receipt of a claim the company may require additional information regarding the claim.

This may include, without limitation, applicable warranty registration information, photos, proof of purchase and or delivery, installation, serial and model numbers, and evidence regarding the basis of the claim. All warranty obligations are expressly contingent upon the timely and full provision of such additional information.

5.3 Any claim filed outside the appropriate warranty period, including any claim for an undiscovered defect, is invalid.

5.4 The Limited Warranty for any repaired or replaced module(s) will not extend the original warranty period.

5.5 The return of any module(s) will not be accepted unless prior written authorisation has been given by the company.

5.6 Any replaced PV Module shall pass into the ownership of the company.

5.7 In connection with the Limited Warranty, the company shall reimburse the customer for reasonable, customary and documented transportation charges by sea freight for both the return of the modules and shipment of any repaired or replaced modules, only if this cost is authorised by the company.

5.8 Any performance of services under this warranty will not extend the warranty period.

6 Exclusions to the Product and Performance Warranty

6.1 To the extent permitted by law, the company is entitled to refuse to honour this warranty in the

following circumstances regardless of how those circumstances arise.

- 6.1.1 Where the conditions of use exceed the specifications set out in the relevant product information.
- 6.1.2 Where modules have been used or handled, or modifications made to the modules, not in accordance with the relevant product information or written instructions issued by the company.
- 6.1.3 Negligence with storage, transportation, or other transshipment.
- 6.2 The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any module(s) which have been subjected to:
 - 6.2.1 Misuse, neglect, accident or breakage from impact, alteration, improper installation or application, Noncompliance to the company installation manual or maintenance instructions, module(s) incorrectly configured including use with incompatible modules, inverters, or inadequate system design or in conjunction with other products without approval of the company.
 - 6.2.2 Repair or modifications by someone other than an approved service technician by the company.
 - 6.2.3 Power failure, voltage fluctuations, power peaks, excess voltage, surges, lightning, flood, fire, accidental breakage, improper connections resulting in hazardous reverse current.
 - 6.2.4 Where the modules have been damaged due to external or environmental causes of any kind including but not limited to, extreme temperature conditions, biological activity, industrial chemical exposure, pollution of any kind, fire, explosion, smoke, shade, charring, lightning, hail, frost, salt, acid rain, snow, storms, etc.
 - 6.2.5 Cosmetic effects stemming from normal wear and tear of module(s) materials or other cosmetic variations which do not cause power output lower than what is guaranteed by the Limited Warranty.
 - 6.2.6 Normal wear and tear of module(s) materials can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the module(s).
- 6.3 Warranty claims will not be honoured if the type or serial number of the module(s) have been altered, removed or made illegible and it is not possible to conclusively identify the module(s).
- 6.4 The “Limited Product Warranty” and “Limited Peak Power Warranty” does not apply for modules which are used on mobile carriers such as motor vehicles, caravans or boats.
- 6.5 Caused by force of nature, force majeure, or other unforeseeable circumstances or events outside the influence of the company, for instance, earthquake, typhoon, whirlwind, volcanic eruption, flood, lightening, snow damage, fire, war, riot, strike, etc., or other events outside the company control.
- 6.6 These “Limited Warranties for 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 our company, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by the company.
- 6.7 Under no circumstances shall our company be liable for incidental, consequential, punitive, or special loss or damages, how so ever caused.
- 6.8 The “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover the following costs, including but not limited to the costs of module(s) installation, dismantling, re-installation or removal, the storage costs of unrepaired or repaired module(s), the costs of product land transport, the costs incurred by self-arrangement-test, the customs clearance or other costs for return of the module(s).

6.9 The company's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer.

7 General Terms

7.1 If the original module(s) type is no longer available, the company may supply a different type of module(s) that is of a similar or better standard.

7.2 In principle, the limited warranty applies to the original purchaser of the modules on the initial installation site. When ownership of modules changes, the limited warranty can transfer to the new owner(s). Please notify the Australian importer at your earliest convenience.

8 Severability

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

9 Disputes

9.1 Any dispute related to this Limited Warranty statement, must be filed with the company within three (3) months of the cause of the dispute, and will not be accepted beyond three (3) months.

9.2 In case of discrepancy in a warranty claim, the test result of a first-class international test institute such as Fraunhofer ISE or TUV or ASU shall be the final arbiter and judge of the validity of the claim.

9.3 The company has sole right of choice of the above-mentioned test institute.

10 Statement of consumer rights

10.1 This product and performance warranty is provided in addition to other rights and remedies held by consumer law.

10.2 Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

11. Importer information

Company: ASC Energy Pty Ltd.

ABN: 99 156 499 133

Web: ascenergy.com.au

Email: info@ascenergy.com.au

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Address: Suite 8, 38 Ricketty Street, Mascot NSW 2020

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