

Solar Photovoltaic Module Limited Warranty

REA Power PTY Ltd. ("REA") warrants its Modules' product and performance according to this warranty.

The following model numbers apply: REAP(300-330W)-M-60F REAF(320-400W)-M-(60-72)F

DETAIL

1. Limited Product Warranty – 10 Years Repair, Replacement or Refund Remedy

REA Power PTY Ltd. ("REA") warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If modules fail to conform to this warranty, during the period ending 10 years from the date of sale as shown in the invoice to the first consumer customer of the REA product (CUSTOMER), REA will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the 10 years period set forth herein. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Peak Power Warranty").

2. Limited Peak Power Warranty - 25 Years Limited Remedy

At 25 years if within a period of twelve 25 years from the date shown on the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 90 % of the minimum "Peak Power at STC"(standard test conditions) as specified at the date of invoice in REA's Product specification sheet. 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 REA facility or by an REA recognised 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements and such loss in power is determined by REA, at its sole discretion, to be due to the Modules' defects in material or workmanship attributed to REA, and REA will, at its sole option and discretion, either (1) make up such loss in power by providing to Customer additional Modules or provide an appropriate residual market value of the product(s) as compensation; or (2) repair or replace the defective modules including free shipping to the place supplied by REA. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

3. Exclusions and Limitations

(1) In any event, all warranty claims must be filed within the applicable warranty period.

(2) The "Limited Product Warranties" and the "Limited Peak Power Warranties" do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation or application;
- Non-compliance with the REA Power installation and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of REA;
- Power failure surges, lightning, flood, fire, accidental breakage or other environmental affects.

(3) Both, the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with installation, removal or reinstallation of the PV-modules.

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

(5) In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Any colour change on the module or any other changes to module appearance do not represent defects, in so far as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module, which are exempt from this warranty.

4. Limitation of Warranty Scope

These "Limited Warranties for Power Series 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 REA, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by REA. REA 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 REA 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. REA'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.

5. Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this "Limited Warranties for REA Power Series Modules", an immediate notification directly to REA shall be filed by mailing a [registered/certified] letter in writing to the address of REA listed hereunder, or sending an email letter to the email account of REA listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the invoice on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of REA or its distributors should also be submitted as part of the evidence.

If the Modules will be returned to REA for inspection, repair or replacement by REA, REA will give the Customer a Return Merchandise Authorisation (RMA). However, REA will not accept a return of any Modules without an RMA.

5(a).Warranty procedure

In the event of a fault arising from a faulty batch of a particular model number, REA, in conjunction with the relevant distributor(s) and/or installers, will work with customers to rectify the fault in the most efficient manner. This involves contacting customers(via the distributor/installer) to inform them of the potential fault and an action plan/process to identify the fault through an independent testing body and fix in a timely manner if such a fault exists.

6. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute be negotiated by both party, shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by REA Power Pty Ltd. The applicable law for the product manufacturing countries related legal provisions. Any Understand ambiguity, the English language shall prevail.

7. 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 Power Series Modules" be extended. Any replaced MODULES shall become the property of REA made for their disposal. REA has the right to deliver another type (different in size, color, shape and/or power) in case REA discontinued producing the replaced MODULES at the time of the claim.

8. Force Majeure

REA 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 Power Series Modules", due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such REA. In such cases, performance by REA of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

9. Validity

This "Limited Power Warranty for REA Power Series Modules" is valid for all MODULES dispatched from January 18th 2019.

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

- (a) A light spectrum of AM 1.5,
- (b) An irradiation of 1000W per m²,
- (c) 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 REA Power Pty Ltd valid at the date of manufacture of the PV-modules.

Notation:

(a) "Peak Power" is the power in watt peak that a PV-module generates in its maximum power point under STC condition. 'STC' are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W/m² and (c) a cell temperature of 25 degree Centigrade at right angle irradiation. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of REA Power Pty Ltd valid at the date of manufacture of the PV-Modules. REA Power's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

Australian Customers:

For REA Power Series Modules purchased in Australia, the warranty is provided in addition to other rights and remedies held by a consumer at law. 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.

Miscellaneous:

For If any provision of this Limited Warranty terms and conditions is held to be invalid, illegal or unenforceable in any respect, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under the applicable law and the remaining provisions will continue in for force and effect.

Any dispute, controversy or claim arising out of or relating to this limited warranty or any of its provisions, or the breach, termination, interpretation, encasement or validity thereof, including any dispute hereby is waived to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Limited Warranty. Any dispute, controversy or claim arising out of or relating to this Limited Warranty or any of its provisions, or the breach, termination, interpretation, encasement or validity thereof, including any dispute irrevocably is submitted to the jurisdiction of the courts of Brisbane Australia, solely in respect of the interpretation and enforcement of the provisions of this Limited Warranty.

Warranty Contact Information:

For any warranty claim or clarification of any terms and conditions set out in this Limited Warranty document please contact the relevant departments listed below:

Product Technical Support: support@reapower.com.au
Warranty Claims: warranty@reapower.com.au
General Information admin@reapower.com.au