

# Tindo Operations Co Pty Ltd

## Tindo Solar PV Module Warranty

Tindo Operations Co Pty Ltd (ACN 617 291 924) ("Tindo Solar") provides the following limited warranties to purchasers of Tindo Solar PV Modules, subject to the exclusions and limitations set out in this warranty.

### 1. Limited Product Warranty

#### **Twelve (12) Year Limited Warranty of Materials and Workmanship**

Tindo Solar warrants that your Tindo Solar PV Module shall be free from defect in materials and workmanship under normal application, installation, use and service conditions for twelve (12) years from the date of original invoice ("Product Warranty Period"). If, during the Product Warranty Period, your Tindo Solar PV Module does not comply with this warranty, then Tindo Solar will, at its sole option, repair or replace your Tindo Solar PV Module with an equivalent product, or refund the purchase price to you of the defective PV module multiplied by the percentage of the relevant Product Warranty Period remaining.

### 2. Limited Warranties of Power Output

#### **2.1. Twelve (12) Year Limited Warranty of 90% of Maximum Power**

If, within a period of twelve (12) years from the date of original invoice, your Tindo Solar PV Module produces a power output less than 90% of the "Maximum Power (Pmax)" (as defined in 7 below) specified in the Tindo Solar PV Module Product specification sheet, provided that such loss in power is determined by Tindo Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, then Tindo Solar will, at its sole option, repair or replace your Tindo Solar PV Module with an equivalent product, or refund an amount equal to the purchase price of the defective PV module multiplied by the percentage of the relevant Warranty Period remaining.

#### **2.2 Twenty Five (25) Year Limited Warranty of 80% of Maximum Power**

If, within a period of twenty five (25) years from the date of original invoice, your Tindo Solar PV Module produces a power output less than 80% of the "Maximum Power (Pmax)" (as defined in 7 below) specified in Tindo Solar PV Module Product specification sheet, provided that such loss in power is determined by Tindo Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, then Tindo Solar will, at its sole option, repair or replace your Tindo Solar PV Module with an equivalent product, or refund an amount equal to the purchase price of the defective PV module multiplied by the percentage of the relevant Warranty Period remaining.

### 3. Warranty Exclusions and Limitations

3.1. Tindo Solar will not be in breach of any of the Limited Warranties set out in this document and will not be required to comply with clause 1, clause 2.1 or clause 2.2 above under the following conditions:

1. Owner or third-party abuse, misuse, accident, tampering, disassembly, alteration, improper maintenance or installation, removal, repair or modifications or otherwise to the Tindo Solar PV module(s) by anyone other than an authorised Tindo Solar representative, including misuse, negligence, willful damage, vandalism, or riots
2. Tindo Solar PV Module(s) lost, damaged or mishandled in transit.
3. Tindo Solar PV Module(s) with original identification markings (including type, trademark or serial number) altered, removed or illegible.
4. Damage caused by:
  - (i) Corrosive agents including but not limited to agricultural, industrial and environmental pollutants;
  - (ii) salt corrosion; or
  - (iii) power surges, lightning, fire, flood, pest damage, breakage, actions of third parties, acts of god and other events or accidents outside Tindo Solar's reasonable control and not arising under normal operating conditions.
5. Fair wear and tear, including cosmetic defects, such as discoloration or scratches.
6. Failure to properly operate, install, handle, or use Tindo Solar PV Module(s), including use under conditions for which the Tindo Solar PV Module(s) was not designed, use in an unsuitable environment, or not as specified or recommended by Tindo Solar in its user or installation manuals or otherwise, or inconsistent with the specifications of the Tindo Solar PV Module(s), or contrary to applicable laws or codes.

**3.2.** The rights granted by this warranty are in addition to any statutory or other legal rights granted or existing under laws of the country or State in which your Tindo Solar PV Module was purchased to the extent any such rights cannot by law be excluded or limited in anyway. Those legal rights are not affected by this warranty

**3.3.** The terms of this warranty are governed by the laws of South Australia and any claim or dispute arising under or in connection with this warranty must be brought in the courts having jurisdiction in the State of South Australia, Australia.

**3.4.** Tindo Solar makes no warranties, express or implied other than the warranties made herein, and to the full extent permitted by law specifically disclaims any warranty of merchant ability or fitness for a particular purpose. Any warranties implied by, including those of merchant ability and fitness for particular purpose, which are not effectively excluded herein are, to the full extent permitted by law, limited in duration to the terms stated in this warranty.

**3.5.** To the full extent permitted by law, Tindo Solar is not responsible for any loss of profit, data, goodwill or business, for any interruption to business, for any failure to realise anticipated savings or for any special, incidental, consequential or punitive damages arising from the use or loss of use of or failure of your Tindo Solar PV Module(s) to perform as warranted, or any damages for lost services, cost of substitute services, lost profits or savings, and expenses or loss of goodwill or loss of or interruption to business no matter how arising. To the full extent permitted by law, Tindo Solar's maximum liability under this warranty, or otherwise in connection with the Tindo Solar PV Module(s) whether in contract, tort (including negligence), statute or otherwise, is limited to the purchase price of the product.

**3.6.** Certain legislation, including the Australian Competition and Consumer Act 2010 (Cth) may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. This warranty must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of this Agreement, to the extent to which Tindo Solar is entitled to do so, Tindo Solar limits its liability in respect of any claim under those provisions to:

a. in the case of goods, at Tindo Solar's option:

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of having the goods repaired, and

b. in the case of services, at Tindo Solar's option:

- the supply of the services again; or
- the payment of the cost of having the services supplied again.

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

## 4. How to obtain warranty support

To obtain Tindo Solar PV Module Warranty support, please contact Tindo Solar customer service on 1300 846 367.

You must provide evidence in the form of original invoices to prove the date of purchase and ownership of the Tindo Solar PV Module(s). PV module(s) that are removed will be returned to Tindo Solar and will become the sole property of Tindo Solar.

The repair or replacement of the Tindo Solar PV Module(s) or the supply of additional Tindo Solar PV Module(s), does not cause the beginning of new warranty terms, nor shall the original terms of this Tindo Solar PV Module Warranty be extended.

## 5. General Information

The following applies to all warranted Tindo Solar PV Modules:

**5.1.** Tindo Solar may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing your Tindo Solar PV Module under this warranty. Replaced parts or products will become the property of Tindo Solar.

**5.2.** To the full extent permitted by law, Tindo Solar is not responsible for, and purchaser hereby agrees to bear, the costs of any on-site labour and any costs associated with the installation, removal, reinstallation or transportation of your Tindo Solar PV Module or any components thereof for service under this limited warranty.

**5.3.** Warranty claims will not be honoured if the type or serial number of the Tindo Solar PV Module(s) has been altered, removed or made illegible.

**5.4.** Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Tindo Solar and the Buyer will, at the Buyer's or Tindo Solar's request, appoint as independent expert and appraiser a reputable researcher from a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜ V (e.g. TÜ V Rheinland, TÜ V SUD or Shanghai TÜ V) or ASU Arizona State University, and so on ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.

5.5. Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the breach.

5.6. The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Tindo Solar.

## 6. Force Majeure

Tindo Solar 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 Tindo Solar PV Module Warranty, 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 Tindo Solar. In such cases, performance by Tindo Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 7. Definitions

7.1. In accordance with International Standards, Tindo Solar Modules' Maximum Power (Pmax) rating is quoted at Standard Test Conditions, defined as follows:

- i. Air Mass density of AM 1.5
- ii. Spectrally calibrated lamp producing a solar irradiance level of 1000W per square meter
- iii. Cell temperature of 25degrees centigrade In accordance with International Standards.

7.2. Maximum Power (Pmax) is defined as the maximum power produced at the peak of the power output curve.

## 8. Contact Information

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