

## Limited Warranty for Akcome Energy Australia's Topcon Dual Glass PV Modules

Thank you very much for purchasing Akcome Energy Australia's modules with a long life time. Akcome Energy Australia is the AU subsidiary for Suzhou Akcome Optronics Science & Technology Co, Ltd (Certificate holder). And Akcome Energy Australia is responsible for warranty claims for AU market. Akcome Energy Australia's PV modules are covered by our 15 years workmanship and 30 years power performance warranty as described in detail below. This warranty will apply to all modules purchased through our distribution channels in Australia from **23 March 2023**. Akcome Energy Australia Standard PV Module Products covered under this warranty are:

- SK9612TDGDC - \*\*\* (\*\*\*=555, 560, 565, 570, 575, 580)
- SK9611TDGDC - \*\*\* (\*\*\*=510, 515, 520, 525, 530)
- SK9610TDGDC - \*\*\* (\*\*\*=465, 470, 475, 480)
- SK9609TDGDC - \*\*\* (\*\*\*=415, 420, 425, 430, 435, 440)

For the standard solar module types listed above, Akcome Energy Australia Pty Ltd shall **WARRANT** our Photovoltaic Solar Modules' (**MODULES**) performance

- (a) Starting from the date of sale (**SALES DATE**) to the first customer installing (for their own use) the **MODULES** ;or
- (b) Starting at the latest 6 months after **MODULES** dispatch from the Akcome Optronics factory, whichever occurs earlier (the **WARRANTY START DATE**).

## 1. Limited Products Warranty

Akcome Energy Australia warrants to the original consumer purchaser (the “Customer”) that the modules to be free from defects in materials or workman-ship under normal application, installation, use, and service conditions during the period beginning on the earlier of the date the PV Modules were purchased by the Customer or 6 months from factory dispatch (the “Warranty Start Date”) and ending fifteen (15) years after such Warranty Start Date. The modules must be installed according to the latest Safety, Installation and Operation Manual provided by Akcome Energy Australia otherwise this warranty will be void.

If a PV Module fails to conform to this Limited Product Warranty during this fifteen years period, Akcome Energy Australia will, at its reasonable option, either (a) repair or replace the defective PV Module, or (b) provide the Customer with a refund equal to the current market price of a comparable PV Module at the time of the Customer’s claim.

The ways of compensation described as above is the only and exclusive measure of the limited products warranty. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

## 2. Limited Peak Power Warranty

Akcome Energy Australia warrants for 30 years power performance from the Warranty Start Date. The power loss is defined as the difference between the rated power which showed on the module's power label and the module output power which measured by the STC conditions.

During the first year, Akcome Optronics guarantees the actual power output of the module will be no less than 99.0% of the labeled power output. From year 2 to year 30, the actual annual power decline will be no more than 0.40%; by the end of year 30, the actual power output will be no less than 87.40% of the labeled power output.

If a PV Module fails to conform to this Limited Peak Power Warranty during this 30-years period, Akcome Energy Australia will, at its option, (1) repair or replace the product, (2) provide the Customer with a refund equal to the current market price of a comparable PV Module at the time of the Customer's claim, or (3) provide the purchaser with additional modules to make up lost power, provided that such degradation is determined to be due to defects in materials or workmanship under normal installation, application, and use. The modules must be installed according to the latest Safety, Installation and Operation Manual provided by Akcome Energy Australia otherwise this warranty will be void.

The relevant Minimum Specified Power Rating is defined in Akcome Energy Australia’s product data sheet at the time of shipment. Standard Test Conditions are irradiance of 1000 W/m<sup>2</sup> , 25 degree C cell temperature, and AM 1.5 light spectrum.

The ways of compensation described as above is the only and exclusive measure of the limited peak power 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 Warranty” and the ”Limited Peak Power Warranty” do not apply to any modules which have been subjected to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation or application;
  - Non-observance of Akcome Energy Australia’s installation manual or maintenance instructions;
  - Repair or modifications by someone other than an approved service technician of Akcome Energy Australia;
  - Power failure surges, lightning, flood, fire, accidental breakage or other events outside Akcome Energy Australia’s control.
  - Damages due to abnormal environmental conditions, including, without limitation, improper voltage, acid rain, mobile or marine environment, and other pollution and damages due to a defective construction base on which the MODULES are mounted;
  - Incorrect installation or use conditions of the system, including but not limited to the incorrect installation or use of the bracket, the improper design, installation, or use of other components of the system.
  - Damages due to external corrosion, mold discoloration or something like that;
  - Damages due to movement from the MODULES’ original installation.
- 3) Both “Limited Products Warranty” and “Limited Peak Power Warranty” do not cover any costs associated with installation, removal or re-installation of the modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the modules.
- 4) Warranty claims will not be honored if the type or serial numbers of the modules have been altered, removed or made illegible.

### 4. Limitation of Warranty Scope

This “**LIMITED WARRANTY FOR PV MODULES**” as set forth herein is 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 Akcome Energy Australia, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Akcome Energy Australia. Akcome Energy Australia 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 modules, or from use or installation. Under no circumstances shall Akcome Energy Australia 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. Akcome Energy Australia’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.

This warranty gives you specific legal rights, and you may also have other rights which 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.

This 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 compensation for any other reasonable 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.

## 5. Obtaining Warranty Performance

If the customer has a justified claim covered by this “Limited Warranty for PV Modules”, an immediate notification shall be filed directly to (a) the installer company or (b) Akcome Energy Australia’s authorized distribution partner, who supplied affected modules, or (c) Akcome directly by mailing a registered letter in writing, or, sending an email letter to the email account of Akcome Energy Australia listed hereunder. Together with the notification, the customer should enclose name and address of customer, name and address of installer and authorized Akcome Energy Australia distribution partner, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers together with the date on which the modules have been purchased. A related invoice document with stamp or signature of Akcome Energy Australia or its authorized distributor should cover those requirements and should be part of the evidence. Regional addresses of Akcome Energy Australia offices are listed at the end of this document.

The return of any modules will not be accepted unless prior written authorization has been given by Akcome Energy Australia. In connection with both the “Limited Product Warranty” and “Limited Peak Power Warranty”, Akcome Energy Australia 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 Akcome Energy Australia customer service department.

In case of quality abnormality, the manufacturer 1: “Suzhou Akcome Optronics Science & Technology Co., Ltd. Address: Jintang Rd, Zhangjiagang Economic Development Zone, Zhangjiagang City, Jiangsu Province, 215618, P.R. China”, the manufacturer 2: “Zhejiang Akcome Optronics Science & Technology Co., Ltd. Address: Zheneng Science and Technology Industrial Park, Meishan Town, Changxing, Huzhou City, Zhejiang, P.R. China”, the manufacturer 3: “Ganzhou Akcome Optronics Science & Technology Co., Ltd. Address: Jingba Industrial Zone, Jingba Town, Nankang District Ganzhou City, Jiangxi Province, 341408, P.R. China”, the manufacturer 4: “Zhejiang Winhitech New Energy Co., Ltd. Address: Tonggang 1st Road, Dinghai District, Zhoushan City, Zhejiang Province, 316000, P. R. China”, will execute according to (REF: AK 03 QUA 001); and Akcome Energy Australia may provide the copy of such procedure to customer when required.

Akcome Energy Australia Pty Ltd.

**Contact address:** 12/50-56 Sanders St, Upper Mount Gravatt, QLD 4122

**Tel:** 1300 553 1888

**E-mail:** [info@akcome.com.au](mailto:info@akcome.com.au)

**Web:** [www.akcome.com.au](http://www.akcome.com.au)

Suzhou Akcome Optronics Science & Technology Co., Ltd

**Contact address:** Jintang Rd, Zhangjiagang Economic Development Zone, Zhangjiagang City, Jiangsu Province, 215618, P.R. China

**Tel:** 0512 8255 7328

**E-mail:** [modulesales@akcome.com](mailto:modulesales@akcome.com)

**Website:** [en.akcome.com](http://en.akcome.com)

## 6. Severability

If a part, provision or clause of these, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity and enforceability of and shall leave all other parts, provisions, clauses or applications of these Limited Warranty Terms for PV MODULES, and to this end, such other parts, provisions, clauses or applications of these Limited Warranty Terms 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 born 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 Akcome Energy Australia made for their disposal. Akcome Energy Australia has the right to deliver another type (different in size, color, shape and/or power) in case Akcome Energy Australia has 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

Akcome Energy Australia 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 Akcome Energy Australia. In

such cases, performance by Akcome Energy Australia of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

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**Address:** 12/50-56 Sanders St,  
Upper Mount Gravatt, QLD 4122  
**Tel:** 1300 553 1888  
**E-mail:** [info@akcome.com.au](mailto:info@akcome.com.au)  
**Web:** [www.akcome.com.au](http://www.akcome.com.au)