

## Factory Quality Warranty Terms for Australia of AISWEI New Energy Technology (Jiangsu) Co., Ltd.

AISWEI New Energy Technology (Jiangsu) Co., LTD. (“AISWEI”), a company duly incorporated under laws of the People’s Republic of China (the “PRC” or “China”) with its business address in Suzhou, China, hereby provides individuals, enterprises or other entities that directly purchase Warranted Products from AISWEI or the authorized distributors of AISWEI (“Customers”) with quality warranty services (“QW Services”) for the Warranted Products (as defined below) manufactured by it according to the terms and conditions under this *Factory Quality Warranty Terms for Australia of AISWEI New Energy Technology (Jiangsu) Co., Ltd.* (“QWA”). To the extent permitted by applicable laws, AISWEI is entitled to refuse to provide any Customer with any quality warranty service beyond the scope of this QWA.

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 of refund for a major failure and for 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.

### Article 1 Warranted Products and Warranty Territory

#### 1.1 Warranted Products

AISWEI provides the Customer with the QW Services for the following products manufactured and sold to the Customer by AISWEI (or any affiliates designated by it in writing) (“Warranted Product”) according to this QWA:

No.	Product Name	Product Description
1	Inverter	The device used to convert the direct current electric power produced by photovoltaic arrays into alternating current electric power.
2	Monitoring Devices	Including integrated and non-integrated monitoring devices. Integrated monitoring devices refer to the monitoring products integrated with the inverter through built-in or swap installation. Non-integrated monitoring devices refer to the monitoring products connected with the inverter in an external manner.

This QWA does not apply to any spare parts or any accessory parts, consumptive parts or structural parts of the Warranted Products (including but not limited to product accessories, installation parts, rear panels, vulnerable parts and other similar parts) provided by AISWEI to the Customer. The Customer agrees that, unless otherwise provided by applicable laws, AISWEI is not obliged to provide any QW Services for the aforesaid products.

## 1.2 Warranty Territory

This QWA applies solely to the QW Services in the AUSTRALIA market ONLY (“Warranty Territory”).

### Article 2 Warranty Period and Extended Warranty

- 2.1 The Warranted Products shall be subject to the following warranty period and extended period (“Warranty Period”) respectively, unless otherwise agreed in the related purchase contract regarding the Warranted Product between AISWEI and the Customer:

No.	Product Name	Warranty Period
1	Inverter	10 Years
2	Integrated Monitoring Devices	5 Years
3	Non-integrated Monitoring Devices	2 Years

The Warranty Period shall commence from the earlier of the following: (1) the date when the first installation of the Warranted Products is completed; (2) 6 months after the shipment dispatch date from AISWEI.

- 2.2 For the Warranted Products out of the Warranty Period, AISWEI is willing to provide the Customer with lifelong consulting services (only via telephone, e-mail or by other means as designated by AISWEI in writing) free of charge. If the Customer requests AISWEI to provide other quality warranty services for the Warranted Products out of the Warranty Period, AISWEI is entitled to charge with the Customer for service fees according to the specific services. The standard of the aforesaid service fees shall be subject to the written provisions of AISWEI. The specific information is available from the sales personnel of AISWEI.

### Article 3 Warranty Conditions

#### 3.1 General Warranty Conditions

AISWEI will provide the Customer with the QW Services under this QWA only after all the following conditions are met:

- (1) The Warranted Product has a Defect (“Defective Product”), which is not caused by any of the circumstances listed under Article 3.2 of this QWA;
- (2) The Warranted Product is within the Warranty Period;
- (3) The type plate of the Defective Product shall be legible, complete and identifiable;
- (4) The Customer does not have any failure in payment of outstanding payables or return of the Defective Product (if the Customer fails to fully pay any due payables or fails to return the Defective Product according to the requirement of AISWEI, to the extent permitted by applicable laws, AISWEI is entitled to reject the quality warranty requests raised by the Customer); and
- (5) The Customer can provide the valid purchase invoice or voucher.

To avoid any doubt, the “Defect” mentioned herein shall refer to any status that the Warranted Product fails to operate normally, perform the expected functions as agreed by AISWEI and the Customer in writing or achieve the expected goals as agreed by AISWEI and the Customer in writing during its normal use due to its own quality issues (including but not limited to technical Defects or material issues). However, the Defect as defined above does not include the following circumstances:

- (1) Normal wear and consumption of the Warranted Product;
- (2) Appearance defects (including but not limited to scratches, corrosion, rust) that do not affect the normal operation, function and effect of the Warranted Product;
- (3) Wear and consumption of accessory parts, consumptive parts and vulnerable parts of the Warranted Product (including but not limited to fuses, lightning protection modules, and rear panels).

### **3.2 Non-application of QW Services**

If the Defect of the Warranted Product is caused by one or more of the following circumstances, AISWEI is entitled to reject to provide the Customer with the QW Services:

- (1) The Customer fails to comply with the specifications of the installation manual or the instruction manual or other documents of the Warranted Product, or the provisions of national laws and regulations, or national or industry standards (including mandatory standards and recommended standards) to debug, operate, use (including the use through grid connection), store, maintain, upgrade and make other operations on the Warranted Product, including but not limited to the use and storage of the Warranted Product that do not comply with the working environment requirements of the relevant specifications, provisions or standards (such as installation spacing, ventilation conditions, etc.);
- (2) Without prior explicit, specific, and written consent of AISWEI, the Customer modifies, changes the design, replaces parts, repairs, upgrades or makes other operations on the Warranted Products;
- (3) The failure or defect of the operating system where the Warranted Product is located (including but not limited to the power station system) not attributable to the Warranted Product or incompatibility between such system and the Warranted Product;
- (4) Unsafe power grid environment or chemical environment or other circumstances with similar nature;
- (5) Improper transportation and packaging of the Warranted Product that shall not be attributable to AISWEI;
- (6) Force majeure.

#### **Article 4 QW Services**

- 4.1 For the Defective Product, AISWEI will, according to the actual circumstance, provide one or more of the following QW Services at its own discretion:

- (1) Remote services (i.e. providing the Customer with consulting or guiding services via telephone, email or by other means as designated by AISWEI in writing);
  - (2) Returning the Defective Product to the factory designated by AISWEI for repair;
  - (3) On-site services (i.e. providing the Customer with on-site services of consulting, guiding or repair);
  - (4) Replacing the Defective Product with the product of equivalent value, including the refurbished product (“Product for Replacement”) according to the product type and the elapsed using period of the Defective Product.
- 4.2 For the Defective Product within the Warranty Period, AISWEI will provide the Customer with the QW Services under Article 4.1 free of charge, unless otherwise provided in this QWA. The costs of the QW Services, including costs for spare parts and materials and costs for shipment of the Defective Product and the Product for Replacement as provided herein (“QW Service Costs”), shall be assumed by AISWEI.
- 4.3 For the QW Services under Items (2) and (4) of Article 4.1, the Customer shall return the Defective Product back to the factory designated by AISWEI in an appropriate manner within the period as required by AISWEI in writing. Before receiving the Defective Product and confirming that the Defective Product is not damaged during the transportation, AISWEI is entitled to reject to provide corresponding QW Services. Particularly, if AISWEI delivers the Product for Replacement to the Customer before the Customer returns the Defective Product back to the factory designated by AISWEI in writing, the Customer shall return the Defective Product back to the factory designated by AISWEI within three (3) weeks upon the Customer’s receipt of the Product for Replacement or other period designated in writing by AISWEI, otherwise, the Customer shall be deemed as having consented to purchase the Product for Replacement based on its market price and shall make the payment in accordance with the payment notice then issued by AISWEI.
- 4.4 For the QW Services under Item (4) of Article 4.1, upon AISWEI’s receipt of the Defective Product, the ownership of the Defective Product shall be transferred to AISWEI, and the ownership of the Product for Replacement shall be transferred to the Customer (if the Customer receives the Product for Replacement).
- 4.5 AISWEI shall deliver the repaired Defective Product or the Product for Replacement to the place within the Warranty Territory as agreed by AISWEI and the Customer in writing (“Delivery Place”) at its own cost.
- 4.6 The Customer is only entitled to raise relevant quality warranty requests within the scope of the QW Services under Article 4 (“Quality Warranty Request”). To the extent permitted by applicable laws, AISWEI is entitled to reject any other quality warranty requests or claims (such as any losses caused by defects of the Warranted Products) raised by Customer.

## **Article 5 Quality Warranty Procedures**

### **5.1 Quality Warranty Request**

5.1.1 If any Defect of the Warranted Product occurs within the Warranty Period, the Customer shall, within thirty (30) days upon occurrence of the Defect, submit the written Defect notice and relevant information as well as written evidencing documents in the manner designated by AISWEI in writing (including but not limited to through the service line of AISWEI). The aforesaid information and written evidencing documents shall include without limitation to:

- (1) Type and serial number of the Defective Product;
- (2) Information of the Defect and the configuration of the power station;
- (3) Any and all the agreements, invoices and quality warranty vouchers related to the Defective Product; and
- (4) Other information and/or documents as required by AISWEI in writing.

5.1.2 Before all the information and documents under Article 5.1.1 are fully submitted, AISWEI is entitled to reject to provide the Customer with any QW Services.

### **5.2 Defect Diagnosis**

Upon receiving the Customer's Defect notice and confirming all the information and documents under Article 5.1.1 are fully submitted, AISWEI will conduct an analysis and diagnosis on the Defect ("Defect Diagnosis"). If AISWEI needs to make an inspection on the Defective Product in the course of Defect Diagnosis, the Customer shall promptly provide the Defective Product to AISWEI in an appropriate transportation manner as required by AISWEI in writing. If AISWEI confirms that the Warranted Product does not have any Defect upon Defect Diagnosis, it will notify the Customer in writing and request the Customer to assume the reasonable expenses incurred to AISWEI for Defect Diagnosis. The Customer's submission of the Defect notice to AISWEI shall be deemed as that the Customer has agreed to assume the aforesaid reasonable expenses in case of nonexistence of Defect of the Warranted Product.

### **5.3 Provision of QW Services**

5.3.1 If, upon Defect Diagnosis, the Warranted Product has Defect and the quality warranty conditions under Article 3.1 of this QWA are met, AISWEI will, according to the Defect status, provide the Customer with the QW Services under Article 4 at AISWEI's own discretion.

5.3.2 If the Defective Product needs to be repaired or replaced, AISWEI is entitled to use spare parts or refurbished parts to repair or replace the Defective Product. The replaced or repaired Warranted Product shall continue to enjoy the remaining original Warranty Period of the Warranted Product. If the remaining original Warranty Period of the Warranted Product is less than one year (excluding one year), the replaced or repaired Warranted Product shall enjoy a Warranty Period of one year, and such one-year Warranty Period shall commence upon receipt of the replaced or repaired Warranted Product by the Customer.

#### **5.4 Contact Information of AISWEI**

AISWEI New Energy Technology (Jiangsu) Co., Ltd.  
Telephone: +86 512 6937 0998  
Fax: +86 512 6937 3159  
Official Website: Solplanet.net  
Address: No. 198-9 Xiangyang Road, Suzhou 215011, P.R. China

#### **Article 6 Valid Version of QWA**

AISWEI is entitled to publish related matters of this QWA on its official website ([www.aiswei-tech.com](http://www.aiswei-tech.com)), including but not limited to adjusting the scope of Warranted Products, Warranty Period, and service fee standards beyond the Warranty Period, price lists and service scope for Extended Warranty. The Customer shall log on the above official website from time to time to check the matters related to this QWA. To the extent permitted by applicable laws, AISWEI's publishing of the matters related to this QWA on the above official website shall be deemed to have fulfilled its written notice obligation provided in this QWA, and the relevant matters will become effective once they are published.