

## Limited Warranty for Opal Solar QSA Series PV Modules

Solar Juice Pty Ltd (“Solar Juice”) Standard PV Module Products (“MODULES”) covered by this Limited Warranty for PV Modules (“Warranty”) are:

QSAxxxP-60-S, QSAxxxP-72-S, QSAxxxM-60-S, QSAxxxM-72-S

For the standard solar modules type listed above, Solar Juice warrants its Photovoltaic Solar Modules (MODULES)’s performance starting from the date of sale (SALES DATE) to the original customer installing (for their own use) the MODULES (CUSTOMER) or starting at the latest 6 months after MODULES dispatch from Solar Juice factory, whichever occurs earlier (the WARRANTY START DATE).

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

SOLAR JUICE warrants its MODULES, including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, useage and service conditions. If MODULES fail to conform to this warranty, during the period of One Hundred Twenty (120) months from the WARRANTY START DATE, SOLAR JUICE will, at its sole option, either repair or replace product or refund the then current market price of the MODULES. 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 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 – Limited Remedy

Subject to the Exclusions and Limitations in clause 3 herein, SOLAR JUICE warrants that:

(1) Regular poly product exhibits a power output no less than 97.5% of the Nominal Power in Datasheet under STC conditions within the first year from the date of delivery to the end customers, or power output declining by no more than 0.7% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to 25th year. Consequently, at the end of the twenty-fifth year from the “WARRANTY START DATE”, the modules will still produce a power output of at least 80.7% based on the stated nominal output at STC.

(2) Mono PERC product exhibits a power output no less than 97.5% of the Nominal Power in Datasheet under STC conditions within the first year from the date of delivery to the end customers, or power output declining by no more than 0.5% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to 30th year. Consequently, at the end of the thirtieth year from the “WARRANTY START DATE”, the modules will still produce a power output of at least 83.0% based on the stated nominal output at STC.

For the above such loss in power measured by Solar Juice or the 3<sup>rd</sup> party testing institute

recognized by both sides, it is determined by Solar Juice (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty. Solar Juice will, at its sole option, either;

(1) replace such loss in power by either, at SOLAR JUICE's sole option, (a) providing additional MODULE(s) to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s), or

(2) refund the percentage of the cost of the MODULE(s) (as measured by the current market price for similar MODULE(s)) to the CUSTOMER representing the percentage of the power output less than the guaranteed as above of the nominal power as set out as specified in SOLAR JUICE's product datasheet.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

**CAVEAT:**

The Shipping charges for any allegedly defected MODULE(s) shall be borne by the Customers making such claims in advance. Should the independent testing agency confirm that such filed defects are to be covered under this Warranty by Solar Juice, the shipping charges advance by the Customers may be reimbursed by Solar Juice against the original proof of expenditure.

**3. Exclusions and Limitations**

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

(B) 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;
- Tigo cover open tool, TS4 Key, not in use and cause damage when changing Tigo TS4 cover on Smart Ready modules.
- Non-observance of SOLAR JUICE 's installation and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of SOLAR JUICE;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside SOLAR JUICE's control.

(C) Both the "Limited Product 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.

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

#### **4. Limitation of Warranty Scope**

These “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 SOLAR JUICE, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SOLAR JUICE. SOLAR JUICE 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 related to the MODULES, including, without limitation, any defects in the MODULES, or from use or installation. Under no circumstances shall SOLAR JUICE 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. SOLAR JUICE’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 has a justified claim covered by this “Limited Warranty for PV Modules”, an immediate notification directly to SOLAR JUICE by sending an email letter to the email account of SOLAR JUICE 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 date on which the MODULES have been purchased. An invoice with clear indication of purchase date, purchase price, module type, stamp or signature of SOLAR JUICE should also be submitted as part of the evidence.

The Return of any PV-modules will not be accepted unless prior written authorization has been given by SOLAR JUICE. If the purchaser ship the Product, assure it is insured and packaged securely, Solar Juice will not be responsible for any transportation charge, Customs clearance or any other costs for return of the Solar Juice Modules, or for reshipment of any repaired or replaced Solar Juice modules, or costs related to installation, removal or reinstallation of Solar Juice Modules.

#### **6. Severability**

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

#### **7. Transferability**

This warranty can be transferred to the new legal owner of Solar Juice module providing that

- a) They also take possession of the original proof of purchase
- b) No other terms within this warranty have breached prior to the transfer of ownership.

For the avoidance of doubt, the transfer of this warranty does not amend the original delivery date to the first point of sale from Solar Juice, and therefore all warranty periods are still based upon this unchanged date.

## **8. Disputes**

In case of any discrepancy in a warranty claim, a first class international test-institute such as Fraunhofer ISE in Freiburg of Germany, TUEV Rheinland in Cologne of Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Solar Juice. Warranty claims will not be honored if the type or serial number of the Solar Juice modules have been altered, removed or made illegible.

## **9. Various**

The repair or replacement of the MODULES or the supply of additional MODULE (S), do 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 SOLAR JUICE made for their disposal. SOLAR JUICE has the right to deliver another type (different in size, color, shape and/or power) in case SOLAR JUICE discontinued producing the replaced MODULES at the time of the claim.

## **10. Force Majeure**

SOLAR JUICE 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 SOLAR JUICE. IN such cases, performance by SOLAR JUICE of this limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## **11. Validity**

This Limited Warranty shall be valid from 1<sup>st</sup> August, 2016 and shall apply to all Standard SOLAR JUICE OSR Series PV MODULES(s) sold to CUSTOMER(S) on or after this date. This "Limited Warranty" shall be valid until a new version is issued by SOLAR JUICE.

Note:

1. "Nominal Power in Datasheet" is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition.
2. "STC" are as follow:
  - (a) Light spectrum of AM 1.5,
  - (b) An irradiation of 1,000W/m<sup>2</sup>,
  - (C) A cell temperature of 25 degree Centigrade.

The measurements are carried out in accordance with IEC61215 as tested at the connectors or junction box terminals per calibration and testing standards of SOLAR JUICE valid at the date of manufacture of the PV-Modules. SOLAR JUICE's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

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 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.

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