

PV Module Warranty

March 2010

silexsolar.com



SilexSolar
Australian Clean Energy

For more information contact SilexSolar
2 Australia Avenue, Sydney Olympic Park NSW 2127
T +61 2 9704 8888 F +61 2 9704 8800

WM00011
Revision: Original
Effective Date: 11/03/2010
Ref.: 10-MoC-007

Silex Solar Pty Ltd (ABN 91 124 926 085) ("SilexSolar") provides the following limited warranties to purchasers of SilexSolar PV Modules, subject to the exclusions and limitations set out in this warranty.

1. Limited Performance Warranty

5 Year Limited Warranty of Materials and Workmanship

SilexSolar warrants that your SilexSolar PV Module shall perform substantially in accordance with the SilexSolar PV Module Product specification sheet for five (5) years from the date of original invoice ("Performance Warranty Period"). If, during Performance Warranty Period, you notify SilexSolar that your SilexSolar PV Module does not comply with this warranty, then SilexSolar will, at its sole option, repair or replace your SilexSolar PV Module with an equivalent product, or refund the purchase price to you.

2. Limited Warranties of Power Output

12 Year Limited Warranty of 90% of Maximum Power

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

25 Year Limited Warranty of 80% of Maximum Power

If, within a period of twenty five (25) years from the date of original invoice, you notify SilexSolar that your SilexSolar PV Module produces a power output less than 80% of the "Maximum Power (Pmax)" specified in SilexSolar PV Module Product specification sheet, provided that such loss in power is determined by SilexSolar (at its sole and absolute discretion) to be due to defects in material or workmanship, then SilexSolar will, at its sole option, repair or replace your SilexSolar PV Module with an equivalent product, or refund the purchase price to you.

3. Warranty Exclusions and Limitations

- 3.1. SilexSolar will not be in breach of any of the warranties set out in this document and will not be required to comply with clause 1 or clause 2 above if any failure by the SilexSolar PV Module to perform in accordance with the warranties is caused by:
 - a. Repair of or modifications to your SilexSolar PV Module by someone other than a service technician approved by SilexSolar;
 - b. Abuse, misuse, or negligent acts; or
 - c. Power surges, lightning, fire, flood, pest damage, breakage, actions of third parties and other events or accidents outside SilexSolar's reasonable control and not arising under normal operating conditions.

- 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 SilexSolar PV Module was purchased and those legal rights are not affected by this warranty.
- 3.3. The terms of this warranty are governed by the laws of New South Wales 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 New South Wales, Australia.
- 3.4. SilexSolar 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 merchantability or fitness for a particular purpose. Any warranties implied by, including those of merchantability 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, SilexSolar 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 SilexSolar PV Module 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, SilexSolar's maximum liability under this warranty, or otherwise in connection with the SilexSolar PV Module 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 *Trade Practices Act 1974* (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 SilexSolar is entitled to do so, SilexSolar limits its liability in respect of any claim under those provisions to:
 - a. in the case of goods, at SilexSolar'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 SilexSolar's option:
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.

4. How to obtain warranty support

To obtain PV Module warranty support, please contact your supplier/installer of SilexSolar PV modules, who is authorised to conduct field assessments. SilexSolar's appointed Distributors are

authorised to assess and determine if the fault falls within the scope of this warranty and to replace SilexSolar PV Modules, if the fault is deemed to fall within the scope of this warranty.

If requested, you must provide evidence in the form of original invoices to prove the date of purchase and ownership of the PV Modules. PV modules that are removed will be returned to SilexSolar and will become the sole property of SilexSolar.

5. General Information

The following applies to all warranted SilexSolar PV Modules:

- 5.1. SilexSolar may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing your SilexSolar PV Module under this warranty. Replaced parts or products will become the property of SilexSolar.
- 5.2. To the full extent permitted by law, SilexSolar 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 SilexSolar PV Module or any components thereof for service under this limited warranty, unless 6.4 applies
- 5.3. Warranty claims will not be honoured if the type or serial number of the PV Modules has been altered, removed or made illegible.
- 5.4. SilexSolar may at its sole discretion, and from time to time offer extended warranty support to include some on-site labour costs associated with the removal and or replacement of your SilexSolar PV Module where a fault has been deemed to fall within the scope of this warranty. Contact your installer at the time of installation to determine what programs apply.

6. Definition

- 6.1. In accordance with International Standards, SilexSolar Modules' Maximum Power (P_{max}) rating is quoted at Standard Test Conditions, defined as follows:
 - i. Air Mass density of AM1.5
 - ii. Spectrally calibrated lamp producing a solar irradiance level of 1000W per square meter
 - iii. Cell temperature of 25 degrees centigrade In accordance with International Standards.
- 6.2. Maximum Power (P_{max}) is defined as the maximum power produced at the peak of the power output curve.

7. Contact information

SilexSolar
2 Australia Avenue
Sydney Olympic Park
NSW 2127
Australia
Phone: +61 (2) 9704 8888
Fax: +61 (2) 9704 8800