



## PHOTOVOLTAIC MODULE LIMITED WARRANTY

### Effective Date – October 2015

This photovoltaic module limited warranty applies to SunEdison photovoltaic modules sold by SunEdison Australia Pty Ltd ABN 45 118 108 044 (**SunEdison Australia**) with the following product codes (the **Modules**) sold on or after the Effective Date:

SE-P255NPB-A4, SE-P260NPB-A4, SE-P265NPB-A4, SE-P270NPB-A4

SunEdison Australia provides the warranties set out in Clause 1 (the **Limited Warranty For Materials and Workmanship**) and Clause 2 (the **Limited Warranty For Power**) (together the **Warranty** or **Warranties**) to the first end-use customer (**Customer**) purchasing Modules for the periods stated in this document, in each case commencing upon the date of purchase by Customer as evidenced on the purchase invoice or other documentation held by Customer (the **Warranty Start Date**).

This Warranty is transferable to subsequent owners of the Modules where the Modules remain installed in their original location.

#### 1. **10-Year Limited Warranty For Materials and Workmanship**

SunEdison Australia warrants its Modules, including factory-assembled DC connectors and cables, if any, to be free from defective workmanship and materials under normal application, installation, use and service conditions.

If its Modules fail to conform to this standard during the period of one hundred twenty (120) months from the Warranty Start Date SunEdison Australia will, at its option, either repair or replace the product.

The repair or replacement remedy will be the sole and exclusive remedy provided under the Limited Warranty for Materials and Workmanship and will not extend beyond the period set out in this document. The Limited Warranty For Materials and Workmanship does not warrant a specific power output, which will be exclusively covered under the Limited Warranty For Power set out in Clause 2.

#### 2. **25-Year Limited Warranty For Power**

If, for a period of twenty-five (25) years from the Warranty Start Date, any Modules exhibit a power output loss greater than two and half percent (2.5%) in the first year and 0.7% per year thereafter of the minimum "Peak Power at STC"<sup>1</sup> as specified in the applicable Module datasheet, then, SunEdison Australia will replace such loss in power by either, at SunEdison Australia's sole option, (a) providing additional Modules to the Customer to make up for such loss in power or (b) replacing the defective Modules.

The remedies set out in this Clause 2 will be the sole and exclusive remedies provided under the Limited Warranty For Power and will not extend beyond the period set out in this document.

### **3. Exclusions and Limitations of Warranty**

A. This Warranty will not apply to any Module which has been subjected to misuse, abuse, neglect, alteration, disassembly, removal from its original installation location, improper reinstallation and/or improper installation or application including improper wiring, installation in an environment that exceeds the standard operating conditions as specified in the Module product specifications, non-observance of installation or maintenance instructions, repair or modifications by someone other than an SunEdison Australia approved technician, failures caused by power surges or other surrounding equipment, accidental breakage, extreme thermal or environmental conditions or rapid changes in such conditions, lightning, flooding, fire, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, tsunamis, heavy hail or other events caused by forces of nature or other acts beyond SunEdison Australia's reasonable control.

B. Warranty claims will not be honoured if the type or serial number of the Module has been altered, removed or made illegible.

C. This Warranty does not apply to any alteration of the appearance of the Module that does not affect the performance or functionality of the Module.

D. This Warranty does not cover any costs associated with installation, removal or re-installation of the Module, any customs clearance or any other costs for return or re-shipment of the Module.

E. All Warranty claims must be received within the applicable Warranty period for this Warranty to be effective.

F. SunEdison Australia will not be responsible or liable in any way to any party for any non-performance or delay in performance of this Warranty due to events of force majeure, which will include, without limitation, acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, or any other similar cause or circumstance beyond the reasonable control of SunEdison Australia. In such cases, performance by SunEdison Australia of this Warranty will be suspended without liability for the period of delay reasonably attributable to such causes.

G. The repair or replacement of a Module or the supply of additional Modules, does not cause the beginning of new Warranty terms, nor will the original terms of this Warranty be extended. Any replaced Module will become the sole and exclusive property of SunEdison Australia. SunEdison Australia has the right to deliver another type (different in size, color, shape and/or power) where SunEdison Australia has discontinued producing the Module being replaced under the Warranty claim.

H. To the extent permitted by applicable law, the Warranties set out in this document are 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 SunEdison Australia, unless such other obligations or liabilities are expressly agreed to in writing signed by a duly authorised representative of SunEdison Australia.

I. To the extent permitted by applicable law, SunEdison Australia will 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 Module, including, without limitation, any defects in the Module, or from use or installation. Under no circumstances will SunEdison 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. SunEdison Australia's aggregate liability, if any, in damages or otherwise, will not exceed the invoice value as paid by the Customer for the affected Module or Modules.

J. YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY AND THIS WARRANTY IS IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO YOU UNDER APPLICABLE LAW.

K. 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 FORSEEABLE 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.

#### **4. Filing a Warranty Claim**

If the Customer or subsequent owner of the Modules feels they have a justified claim covered by this Warranty, such person may notify SunEdison Australia directly by telephone, email or mail using the contact details listed below, within thirty (30) days of the discovery of the defect giving rise to the Warranty claim.

All Warranty claims must include a description and any evidence of the Warranty claim, together with the corresponding serial numbers of the affected Modules and purchase documentation clearly showing the purchase date, purchase price and Module type. The return of any Modules will not be accepted by SunEdison Australia unless prior written authorisation has been provided by SunEdison Australia.

#### **5. Technical Disputes Arising Under Warranty Claims**

If a technical dispute arises during a Warranty claim, either party to the Warranty claim may request that the technical dispute be evaluated by a technical expert appointed by the test institution geographically closest to location of the affected Modules from the following list: (a) Fraunhofer ISE in Freiburg, Germany, (b) TÜV Rheinland in Cologne, Germany, or (c) ASU Arizona State University in Tempe, Arizona U.S.A. The appointed technical expert will provide its opinion regarding the technical condition of the Modules and the validity of the Warranty claim. The parties will cooperate to fully accommodate the appointed technical expert, and will provide the technical expert with all necessary assistance to promptly complete its review. All fees and expenses of this technical expert's review will be paid by the party not prevailing under the technical dispute. The technical expert's opinion will be non-binding, provided however that, the expert's opinion will be admissible evidence in any Warranty dispute process. SunEdison Australia will have the final explanation right in any Warranty dispute process.

#### **6. Severability**

If a part, provision or clause of this Warranty, or the application of this Warranty to any person or circumstance, is held invalid, void or unenforceable, such holding will not affect and will leave all other parts, provisions, clauses or applications of this Warranty, and to this end such other parts, provisions, clauses or applications of this Warranty will be treated as severable.

### **SUNEDISON AUSTRALIA PTY LTD (ABN 45 118 108 044)**

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1. "Peak Power at STC" is the peak watt power generated by a photovoltaic module in its maximum power point under Standard Test Conditions ("STC"). The module electrical ratings are measured under Standard Test Conditions (STC) of 1 kW/m<sup>2</sup> irradiance with AM 1.5G spectrum and a cell temperature of 25° C. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of SunEdison Products Singapore valid at the date of manufacture of the Modules. SunEdison Products Singapore's calibration standards will be compliant with the standards applied by international institutions accredited for this purpose. LWI-19114 SE Module Multi Limited Warranty 05