

LIMITED PRODUCT AND POWER OUTPUT WARRANTY FOR SOLAR MODULES

Revision 03

Issue Date: 06:01:2012

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Australian Solar Manufacturing Pty Ltd ACN 138 167 147 places highest demands on the quality of its products that are manufactured in accordance to stringent quality standards and regulations and/or sourced from its worldwide suppliers. This warranty is offered for the below mentioned solar module models:

ASM170M, ASM175M, ASM180M, ASM185M, ASM190M, ASM195M, ASM200M

1. Limited Product Warranty – Five (5) Year Repair or Replacement Remedy

ASM warrants that for five (5) years from the date of sale to the original user / purchaser, its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending five (5) years from the date of sale to the original user / purchaser, **ASM** will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the five (5) year 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 Power Warranty).

2. Limited Power Warranty

a) **ASM** additionally warrants: If, within ten (10) years from the date sale to the original user / purchaser, any PV module (s) exhibits a power output less than 90% of the Minimum Peak Power¹ as specified in the **ASM** Product datasheet revision active for the serial number date of the module, provided that such loss in power is determined by **ASM** (at its sole and absolute discretion) to be due to defects in material or workmanship, **ASM** will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by repairing or replacing the defective PV modules, at the option of **ASM**.

b) **ASM** additionally warrants: If, within twenty-five (25) years from the date sale to the original user / purchaser, any PV module (s) exhibits a power output less than 80% of the Minimum Peak Power¹ as specified in the **ASM** Product datasheet revision active for the serial number date of the module, provided that such loss in power is determined by **ASM** (at its sole and absolute discretion) to be due to defects in material or workmanship **ASM** will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by repairing or replacing the defective PV modules, at the option of **ASM**.

¹"Minimum Peak Power" = Peak power minus the Peak power tolerance (as specified in ASM's Product datasheet). "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m², light spectrum AM 1.5g and a cell temperature of 25 degrees C).

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3. Exclusions and limitations

3.1. If in ASM's sole judgment, the Module has been subject to misuse, neglect, or accident or has been damaged through abuse, alteration, improper installation or application, or negligence in use, transportation, handling or storage, or repaired by anyone other than an authorised representative of ASM, this warranty will be considered void.

3.2. The warranty does not include any transportation cost for returns of Modules or for costs associated with removal, installation or reinstallation of repaired or replaced Modules.

3.3. The warranty does neither include material flaws, processing and production errors or functional disturbances or other damage to connection cables.

3.4. This warranty does not cover indirect damage, in particular no secondary or resulting damages including damage to persons or property, lost profit, damage to reputation, loss of data, advertising or manufacturing costs, overhead costs and loss of customers as well as costs resulting from business interruption, removal and / or re-installation or purchasing of new items.

3.5. The warranty will be void where the Module concerned has not been used correctly. The warranty is only valid where it has been used in a stationary application on the mainland. The warranty does not cover maritime or mobile uses in particular.

3.6. No warranty services will be performed, if the Module is modified from its delivery condition as a result of neglect, improper operation, installation, use, storage, transport, handling or by failure to observe the warnings in the data sheet or similar documents, the base on which the Module is secured, connections to modules by other manufacturers, and events which could not have been prevented with the technology available at the time of purchase, or in any other way, even by repair. No warranty services will be performed if the Module is modified/damaged as a result of force majeure (storm, hail, fire, power failure, lightning strike, flooding, infestation with insects and pests, exhaust fumes etc.) or as a result of vandalism or comparable causes resulting from the actions of third parties. Warranty services are also excluded if a Module has been damaged through misuse, accident or conversion.

3.7. If the originally supplied Module type is no longer produced, ASM will supply the current nearest equivalent module type as replacement.

3.8. ASM's liability under this warranty will in no event exceed the purchase price of the defective Modules.

3.9. Where the Module is installed outside the boundaries of a Capital Cities Metropolitan area or where the Module is installed outside a 25km radius of a ASM Dealer business address, the cost of transport, insurance and travelling will be charged to the consumer.

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 for compensation for any other reasonably 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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4. General Information

4.1. The warranty does not extend to supplying new or as-new products. ASM retains the right to use new, overhauled or specially manufactured parts or products. Each Module replaced becomes the property of ASM.

4.2. Claims granted on the warranty cause neither a new warranty period to be started nor the warranty to be extended.

4.3. Should these terms of warranty differ from the information supplied in the data sheet, these terms of warranty shall prevail.

5. Obtaining Warranty Performance

5.1. Claims under this warranty will be considered if submitted in writing to ASM or the ASM Dealer within 14 days following the discovery of any defect covered by this warranty, with specific details, and provided ASM or its agents are permitted a commercially reasonable opportunity to examine and analyse the material or workmanship claimed to be defective. An authorised representative of ASM must approve any claim in writing.

5.2. For a claim to be made, a copy of the ASM Dealer invoice and the warranty claim should be sent to ASM or the ASM Dealer with details of the module type, the module serial number, the date of delivery and the defects which have arisen.

5.3. The customer is entitled to return Modules only with prior permission from ASM, otherwise it will be liable for the cost of the return.

6. OH&S Disclaimer

ASM and ASM Dealers work with and recommend various installation companies to install, test and certify correct installation. ASM is a supplier of systems only. Each installation must be covered by the installer's insurances, commercial terms and conditions and by the applicable OH&S legislation. Each person that installs assembles or services must comply with all OH&S requirements relevant to the type of work being conducted including, but not limited to, plumbing work, work on heights exceeding 2.5m and electrical work. The customer must ensure that it complies with all its OH&S obligations.

This warranty will be void if these conditions are not met.

7. Contact Details for ASM

Australian Solar Manufacturing Pty Ltd
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