

## LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

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Astronergy New Energy Technology (Singapore) Pte. Ltd. (hereafter "Astronergy") provides the limited warranty to purchasers (hereafter "Customer" ) of Astronergy Crystalline PV modules (hereafter "Modules" or "Products") in Australian territory only. Unless otherwise agreed in writing by the Parties, the Limited Warranty shall apply to the following Astronergy Crystalline PV modules manufactured or supplied after the Publish Date specified herein:

a) For P-type Products

(i) CHSM72M-HC-xxx, CHSM72M/LV-HC-xxx, CHSM66M-HC-xxx, CHSM66M/LV-HC-xxx, CHSM78M-HC-xxx, CHSM78/LV-HC-xxx.

(ii) CHSM60M-HC-xxx, CHSM60M/LV-HC-xxx, CHSM54M-HC-xxx, CHSM54M/LV-HC-xxx, CHSM60M(BL)-HC-xxx, CHSM60M(BLH)-HC-xxx, CHSM54M(BL)-HC-xxx, CHSM54M(BLH)-HC-xxx.

(iii) CHSM72M(DG)/F-BH-xxx, CHSM60M(DG)/F-BH-xxx, CHSM66M(DG)/F-BH-xxx, CHSM72M(DGT)/F-BH-xxx, CHSM60M(DGT)/F-BH-xxx, CHSM66M(DGT)/F-BH-xxx.

CHSM60M(DG)/F-HC-xxx, CHSM54M(DG)/F-BH-xxx, CHSM54M(DGT)/F-BH-xxx, CHSM54M(DG)/F-HC-xxx, CHSM78M(DG)/F-BH-xxx.

b) For N-type Products:

(i) CHSM72N-HC-xxx, CHSM72N/LV-HC-xxx, CHSM66N-HC-xxx, CHSM66N/LV-HC-xxx, CHSM78N-HC-xxx, CHSM78N/LV-HC-xxx.

(ii) CHSM60N-HC-xxx, CHSM60N/LV-HC-xxx, CHSM54N-HC-xxx, CHSM54N/LV-HC-xxx, CHSM54N(BL)-HC-xxx, CHSM54N(BLH)-HC-xxx.

(iii) CHSM72N(DG)/F-BH-xxx, CHSM66N(DG)/F-BH-xxx, CHSM60N(DG)/F-BH-xxx, CHSM78N(DG)/F-BH-xxx, CHSM60N(DG)/F-HC-xxx, CHSM54N(DG)/F-HC-xxx, CHSM60N(DG)/F-BH-xxx, CHSM54N(DG)/F-BH-xxx, CHSM60N(DGT)/F-BH-xxx, CHSM54N(DGT)/F-BH-xxx.

“ xxx ” in the aforementioned module type denotes the rated output of the module (Pmax), for example “CHSM54M-HC-405” .

The terms of the Limited Warranty are as follows:

## **1. Limited Product Warranty**

Subject to the Exclusions and Limitations in Clause 3 herein, for the products listed under Sec. a)(i),a)(ii),a)(iii),b)(i),b)(ii),b)(iii) Astronergy warrants there will be free from defects in materials and workmanship which affects the performance of the Products, under normal application operation, use, installation, and maintenance, within a period of 144 months ( “Limited Warranty Period” ) from the delivery date to the direct Customer or 6 months after the modules are shipped out of the production plant, whichever date is earlier ( “Warranty Start Date” ).

As an option, when they are installed on the rooftops, Astronergy could provide

180 months Limited Product Warranty after the Warranty Start Date for the products listed Sec. a)(ii), b)(ii).

For further details, please contact with your local sales representative for more information.

If the Product is found defective in material and/or workmanship, Astronergy will, according to the types of such deficiency, at its sole discretion, decide to select one of the remedies set forth hereunder: 1) repair the defective products, or 2) deliver replacement products for the defective products, or 3) compensate the fair market value of warranted wattages for defective products assessed at the time of claim (hereafter individually or collectively “Limited Product Warranty” ).

The remedies set forth above are the only and exclusive remedies provided by Astronergy for Products defective in material and/or workmanship within Limited Warranty Period, and any claim exceeding Limited Warranty Period shall be rejected and void. Unless otherwise stipulated in Clause 5 Warranty Assignment, remedies will be offered to the Customer only which directly purchased the Products from Astronergy. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter ( “Limited Peak Power Warranty – Limited Remedy” ).

## **2. Limited Peak Power Warranty**

Subject to the Exclusions and Limitations in clause 3 herein, Astronergy warrants

that from the Warranty Start Date:

1) for P-type Products listed under Sec. a)(i),a)(ii),the actual power output will be no less than 98% of the nominal power output within the first year; and from the 2<sup>nd</sup> year to the 25<sup>th</sup> year, the actual power output will decline annually by no more than 0.55%; by the end of the 25<sup>th</sup> year, the actual power output will be no less than 84.8% of the nominal power output.

2) for P-type Products listed under Sec. a)(iii),the actual power output will be no less than 98% of the nominal power output within the first year; and from the 2<sup>nd</sup> year to the 30<sup>th</sup> year, the actual power output will decline annually by no more than 0.45%; by the end of the 30<sup>th</sup> year, the actual power output will be no less than 84.95% of the nominal power output.

3) for N-type Products listed under Sec. b)(i),b)(ii),b)(iii), the actual power output will be no less than 99% of the nominal power output within the first year; and from the 2<sup>nd</sup> year to the 30<sup>th</sup> year, the actual power output will decline annually by no more than 0.4%; by the end of the 30<sup>th</sup> year, the actual power output will be no less than 87.4% of the nominal power output.

For the avoidance of doubt, this limited performance warranty shall apply only to the actual power output of the front-side of the modules.

Provided that Astronergy facility or the third party testing institute recognized by both sides tests and recognizes such loss in power described above, and

Astronergy (at its sole and absolute discretion) determines that loss in power arises out of the defects in material and/or workmanship, Customer is eligible for claim under this Limited Warranty for Crystalline PV Modules. Astronergy will, at its sole discretion, select one of the following remedies: 1) providing replacement modules to the Customer to make up for such loss in power, or 2) by repairing the defective modules, or 3) by compensating the Customer an amount equal to the fair market value of the wattage difference between the actually measured power output wattages and the warranted wattages at the time of first filing the warranty claim.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies for Products provided under the “Limited Peak Power Warranty – Limited Remedy” .

Attention: The actual power output is to be measured under Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W/m<sup>2</sup>, (c) a cell temperature of 25 °C at right angle irradiation). Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to – an allowance of power measurement deviation of  $\pm 3\%$ . Any measured data within  $\pm 3\%$  deviation shall be regarded as compliant with the power output wattages warranted above.

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

A. In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the

applicable warranty period.

B. The Limited Warranty for Crystalline PV Modules does not apply to modules which have or fit any of the following events:

- Misuse, abuse, neglect or accident;
- Alteration, disassemble, reinstallation, and/or improper installation or application;
- Non-observance of local laws and regulations where the Products installed and/or non-observance of Astronergy' s installation and maintenance manual or instructions;
- Repair or modifications by persons that have not been previously authorized or approved by Astronergy;
- Failures caused by surrounding equipment of the Products;
- Use under unusual conditions or environments (such as extreme heat or corrosion) that deviate from the product specifications and installation manual;
- Installation on the mobile platforms (except for PV tracking systems) or exposed to the marine environment;
- Use of Products for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer' s PV modules, or Astronergy Products that are a different model or have different power output specifications without Astronergy' s approval in advance;

- Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Astronergy, after the modules have been delivered to the Customer;
- Customer' s failure to make full payments of the Products under the purchase order or any sale and purchase agreement;
- Use the Products in a way that infringes Astronergy' s or any other third party' s intellectual property rights (including but not limited to patent rights, trademark rights, etc.);
- Any alteration, removal or illegibility of the type or serial number of the Products
- Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from Astronergy that have no effect on the power generation performance or mechanical strength of the module, but not limited to the below visual alteration during the related warranty period:
  - a. Non-significant discoloration of laminate.
  - b. Non-significant loss of glass transparency.
  - c. Non-significant increase of surface roughness.
  - d. Non-significant frame damage due to environmental stress.
  - e. Non-significant damage of junction box due to environmental stress or indication of corrosion.

- f. Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
- g. Non-significant damage of frame fixation due to environmental stress.
- Circumstance that the defect claimed cannot be discovered, found or detected according to the usual technology level when Products entered into circulation;
- Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Astronergy.

C. Astronergy undertakes to bear the reasonable transportation costs for delivering the repaired or replacement Products to the Customer.

However, the aforesaid reasonable transportation costs shall not include any insurance fees, taxes or import and export duties or any costs incurred as a result of the Customer's failure to cooperate with Astronergy, such as storage fees, demurrage, etc. The Customer shall provide Astronergy with the original invoice related to such reasonable transportation costs, otherwise Astronergy shall not bear such costs. The reasonable transportation costs shall not exceed the costs agreed by Astronergy in advance in writing, any excess shall be borne by the Customer.

If Astronergy opts to repair the products itself, the Customer shall cooperate and assist Astronergy in reasonable and practical manners. However, should the repair



be made by the Customer or the third party entrusted by the Customer with prior written approval of Astronergy, the directly related costs and expenses on material and manpower shall be borne by Astronergy.

The following costs and expenses shall be borne by the Customer no matter whether Astronergy undertakes to execute any remedy under Limited Product Warranty or Limited Peak Power Warranty:

- (i) Costs and expenses incurred in the process of dis-installation and repacking of the defective products, installation of replacement products, and reinstallation of the repaired products; profits loss of the system generation; fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulations and laws;
- (ii) Any fees, levies, taxes or other financial duties imposed on Astronergy or imposed on the products in order to comply with the laws, regulations, governmental or judicial decisions, and industrial standards promulgated after purchase of the products.

D. Astronergy 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 or related to modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall Astronergy be liable for incidental, consequential, collateral damages (including

but not limited to profit loss, revenue loss, production loss or power generation loss, loss of business opportunities, interest loss, liquidated damages, other property losses), loss of use, or special damages, regardless of whether such damage or losses are based on agreements, warranty, assurance or guaranty, in tort or by strict liability, or whether Astronergy has prior knowledge of the possibilities of occurrence of such losses. Astronergy's maximum aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the Customer.

**E. THE CUSTOMER AGREES AND ACCEPTS THAT:**

**THE WARRANTIES TO CUSTOMER SET FORTH IN THE LIMITED WARRANTY, ARE ONLY AND EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED.**

Astronergy hereby disclaims and excludes any implied warranty of merchantability or fitness for particular purpose, and all warranties arising from course of dealing or usage of trade. Any description of products sold under the contract and acknowledged by Astronergy, including the description of the Products' properties and performance, suggestions and advises on Product's application, use or suitability, regardless of being made in writing or verbally, in public statement, endorsement or advertisement, shall not bind to Astronergy and shall not be construed as an express warranty.

## 4. Procedures for Warranty Claims

A. Warranty claims should be emailed to [ChintNewEnergy.Claims@Astronergy.com](mailto:ChintNewEnergy.Claims@Astronergy.com) or sent to Astronergy directly by registered mail or formal express mail to the location of Astronergy, at the address: No. 1 Jisheng Road, Jianshan New Zone, Haining, 314415, Zhejiang, P.R. China.

B. Warranty claims must be sent by registered mail or formal qualified courier. The claims must include the module model type and the serial number of the defective module(s) (both can be found on the module label), the installation date, location and address of the installation, a precise description of the defect observed and (if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged modules, the circuit diagram of the system, any records from the system data monitoring), accompanied by payment voucher and a copy of the purchase contract, warranty document, delivery date or installation date at project site, and other supporting materials required by Astronergy, and the Customer must state: "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 7 of your Limited Warranty for Crystalline PV Modules on which our claim is based."

C. Customer shall raise the claim to Astronergy or the distributors in accordance with the Clause 4 Section A within thirty (30) calendar days from the date when Customer find and discover or should have found or discovered that there is 1)

material or workmanship defect(s) in module; or 2) module power output declining more than the one warranted in this Limited Warranty. Should the claim not be raised within the above thirty (30) calendar days, Customer' s right to claim shall have been forfeited.

D. Astronergy is entitled to supply another similar type of Products to replace the claimed one if the type of claimed Products is no longer in production when the warranty claim is received.

E. The repair, replacement, or additional delivery of a Product neither renews nor extends the period of the warranty. The warranty period for replaced, repaired or additional delivered products is the remainder of the warranty for the defective products.

F. Unless required by Astronergy otherwise, any claimed/defective Product that has been replaced shall be disposed by Customer at its own expenses and costs in accordance with the local applicable electronic waste law or regulations.

G. Astronergy shall not accept any return of products without its prior written authorization.

H. For Australian Customers - 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 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.

## **5. Warranty Assignment**

Without prejudice to other rights and remedies to Astronergy in the Warranty letter, unless the end-user of the Products can submit sufficient documents to the extent satisfactory of Astronergy evidencing the successful transfer and assignment of warranty from Customer to end-user, Astronergy shall be entitled to reject the claims made by the end-user or owner of the Products. This Limited Warranty may be assigned to a third party who obtains the title of the Products upon reasonable prior written notice to Astronergy under following pre-conditions: (1) the Products remain installed in their original installation location without reinstallation; (2) Astronergy has received the full payment for the Products; (3) the third-party shall sign a letter confirming the acceptance of the Limited Warranty upon the request of Astronergy. Notwithstanding the aforesaid, this Limited Warranty shall only be assigned as a whole and not in part to any party taking legal title of the Products.

## **6. Severability**

If a part, provision or clause of this Limited Warranty for Crystalline 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 Crystalline PV

Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

## **7. Disputes**

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules, maybe brought against Astronergy more than six (6) months after the cause of action has occurred.

Astronergy may provide these warranty conditions in several languages for the convenience of Customers. In the event of deviations, the English version shall prevail.

In the case of a dispute in a warranty claim, a first-class international institute designated by Astronergy such as Fraunhofer ISE in Freiburg, Germany or TÜV Rheinland in Cologne/China, TÜV SUD in China, Intertek, CSA and other test laboratories (CBTL) accredited by IECEE shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. If Astronergy and/or the Customer refuse(s) to accept or enforce the award made by the international institute, such dispute shall be finally settled in accordance with the dispute resolution as set out in the purchase agreement entered into by Astronergy and the customer for purchasing the products. The final right of interpretation shall be vested in Astronergy.

## **8. Miscellaneous**

Unless otherwise stipulated in the agreement, this Limited Warranty shall only apply to Products manufactured or sold after the publish date of this Warranty, and shall have no retroactive effect to the Products supplied prior to the Publish Date.

Astronergy and Customer agree that both parties have reviewed and understand the provisions of this Limited Warranty and Customer acknowledges that Astronergy has explained all provisions and legal effect contained in such provisions and Customer has received satisfactory explanations as to any issue raised by it in respect thereof. Under no circumstances shall the Limited Warranty and provisions herein be regarded as the standard format clause of either party.

Unless otherwise stipulated by separate agreement, this Warranty shall not take effect to Astronergy unless it is signed by Astronergy either in separate form or cosigned in form of annexes with major contract order.

#### GLOBAL SERVICE CENTERS

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#### AUSTRALIAN LOCAL IMPORTER

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