

SUNTECH POWER LIMITED WARRANTY FOR DOUBLE GLASS PV MODULES

Effective from January 1, 2017

You have made the right choice by purchasing SUNTECH products with a long life time. Suntech double-glass photovoltaic modules are covered by our 12 years workmanship and 30 years performance warranty as described in detail below.

Suntech double-glass PV Module Products covered under this warranty are:

STPXXX-20/Wei (XXX=230-270)
STPXXX(S)-20/Wej (XXX=230-300)
STPXXX(S)-24/vej(+) (XXX=310-350)
XXX is a module power rating.

For the double-glass solar module types listed above, Wuxi Suntech Power Co., Ltd. (SUNTECH POWER) shall WARRANT its double glass Photovoltaic Solar Modules' (MODULES) performance (i) starting from the date of sale with an Original Copy of the Suntech certifiable invoice (SALES DATE) to the first customer installing (for their own use) the MODULES (CUSTOMER) or (ii) starting at the latest 12 months after MODULES dispatch from the SUNTECH POWER factory, whichever occurs earlier (the WARRANTY START DATE).

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

SUNTECH POWER 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, use and service conditions. If MODULES fail to conform to this warranty, during the period of One Hundred Forty Four (144) months from the WARRANTY START DATE, SUNTECH POWER will, at its option, either repair or replace the product, or refund the current list price of comparable SUNTECH POWER 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

Warranted Percentages of Nominal Power Output

- For poly double-glass module, 97.5% in the first year, thereafter, for years two (2) through thirty (30), 0.5% maximum decrease per year, ending with the 83% in the 30th year after the defined WARRANTY STARTING DATE.
- For mono double-glass module, 97% in the first year, thereafter, for years two (2) through thirty (30), 0.5% maximum decrease per year, ending with the 82.5% in the 30th year after the defined WARRANTY STARTING DATE.

SUNTECH POWER warrants each Module against defects in materials and workmanship, as per the Mechanical and Electrical Characteristics of the product's Datasheet, that result in the failure of the MODULES to produce the warranted percentage specified above of the nominal power output for the Module set forth in SUNTECH POWER's product datasheet. If SUNTECH POWER determines in its discretion that any Module is not providing the warranted percentage of the nominal power output because of defects in materials and workmanship, SUNTECH POWER will at its option either (1) replace such loss in power by either, (a) providing additional MODULES to the CONSUMER to make up for such loss in power or (b) replacing the defective Module(s) or part by a functional equivalent or (2) refund the percentage of the Module(s) price, representing the percentage of the power that is less than the warranted percentage of the nominal power according to the current list price of comparable SUNTECH POWER MODULES.

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

Nominal Power Output in product datasheet is the power in Watt peak that a Photovoltaic Solar Modules generates in its Maximum Power Point under Standard Testing Conditions (STC). STC are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m² and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. 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 SUNTECH POWER valid at the date of manufacture of the PV-modules.

3. Exclusions and Limitations

To the extent permitted by law:

- (1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- (2) 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;
- Non-observance of SUNTECH POWER's installation manual or maintenance instructions;
- Repair or modifications by someone other than an approved service technician of SUNTECH POWER;
- Power failure surges, lightning, flood, fire, accidental breakage, improper connections resulting in hazardous reverse current or other events outside SUNTECH POWER's control.

- (3) Both "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the MODULES (subject to last sentence of Clause 5) and customs clearance or any other costs for return of the MODULES.
- (4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.
- (5) Both "Limited Product Warranty" and "Limited Peak Power Warranty" does not apply to MODULES marked as "Grade A-1" or "Grade B". SUNTECH POWER explicitly refers to their "Limited Warranty for PV Modules marked Grade A-1", their "Special Limited Warranty for PV Modules marked Grade B" reflecting these categorized modules.

4. Limitation of Warranty Scope

THIS "LIMITED WARRANTY FOR DOUBLE GLASS PV MODULES" AS SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES 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 SUNTECH POWER, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SUNTECH POWER. SUNTECH POWER 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 THE MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULES, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNTECH POWER 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. SUNTECH POWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE CONSUMER, FOR THE SINGLE UNIT OF MODULE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

5. Obtaining Warranty Performance/Claim Procedure

If the CUSTOMER wishes to bring a claim under this "Limited Warranty for PV Modules", an immediate notification shall be filed by the CUSTOMER directly to either:

- (a) the installer company; or
- (b) SUNTECH POWER's authorized distribution partner, who supplied

affected modules; or
(c) SUNTECH POWER office in your region. Regional contact details of SUNTECH POWER offices are listed under clause 12.
by letter, facsimile or email, and the notification should specify name and address of CUSTOMER, name and address of installer and authorized SUNTECH POWER distribution partner, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers together with the date on which the MODULES have been purchased. The notification shall enclose copy of a related invoice document with stamp or signature of SUNTECH POWER or its authorized distributor as part of the evidence.

The CUSTOMER shall bring a claim under this limited warranty immediately after discovery of breach of warranty and within the warranty period.

The return of any MODULES will not be accepted unless prior written authorization has been given by SUNTECH POWER. –
To the extent permitted by law and subject to the last sentence in this clause, SUNTECH POWER will, in its sole discretion, either refund CUSTOMER (based on current list price and taking into account of depreciation) for the defective MODULES, or repair or replace the defective MODULES. In connection with both the “Limited Product Warranty” and “Limited Peak Power Warranty”, SUNTECH POWER shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both authorised return of defective MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by SUNTECH POWER.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE ‘CONSUMERS’ WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW: *The benefits given to the consumers in this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. 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.*

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. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ 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. And the final explanation right shall be borne by Suntech Power.

8. Various

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

9. Warranty Transfer

This “Limited Warranty for Double Glass PV Modules” is transferable when the product remains installed in its original installation location.

10. Force Majeure

SUNTECH POWER shall not be responsible or liable in any way to the consumer 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 a force majeure event, including, without limitation, acts of God, war, riots, strikes, warlike conditions, perils of the seas, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of SUNTECH POWER. In such cases, performance by SUNTECH POWER of this Limited Warranty shall be suspended without liability for the period

of delay reasonably attributable to such causes.

11. Validity

This “Limited Warranty for Double Glass PV Modules” is valid for all Double Glass MODULES dispatched from SUNTECH POWER’s factories between 1st January 2017 and 31st December 2017, and be installed in Australia.

Warranty Warning: WARRANTY VOID IF NON-ZEP-CERTIFICATED HARDWARE IS ATTACHED TO GROOVE IN MODULE FRAME OF WdZ PV MODULE TYPE.

THIS “LIMITED WARRANTY FOR PV MODULES” WILL BECOME NULL AND VOID IF THE MODULE IS TRANSFERRED FROM THE ORIGINAL CONTINENT OF DESTINATION (E.G. NORTH AMERICA, EUROPE, ASIA, AUSTRALIA, AFRICA OR SOUTH AMERICA) WITHOUT WRITTEN PERMISSION FROM SUNTECH POWER. ALL CUSTOMERS, DIRECT AND INDIRECT, ARE HEREBY NOTIFIED OF SUCH POTENTIAL NULLIFICATION.

12. Contact

In case of questions regarding our products, quality and performance contact the regional headquarters or your nearest SUNTECH POWER office which can be found at www.suntech-power.com

ASIA

Wuxi Suntech Power Co., Ltd.

Add: 9 Xinhua Road, Wuxi New District, China 214028

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