

Phono Solar Limited Warranties for PV-Modules

Subject always to the limitations of liability set out in paragraph 9 of the Agreement, set out below are details of the limited warranties that Phono Solar Technology Co., Ltd (“**Phono Solar**”) provides the Buyer in relation to the Phono Solar modules herein specified:

Phono Solar Standard PV Modules with the Model Names covered under this warranty are:

PSXXXM-24/F (XXX = 180, 185, 190, 195,200,205,210)
PSXXXM-20/U (XXX = 230,235,240,245,250,255,260, 265,270)
PSXXXP-20/U (XXX = 230,235,240,245,250,255,260, 265)
PSXXXM-24/T (XXX = 280,290,300,310,320,330)
PSXXXP-24/T (XXX = 280,290,300,310,320,330)

The product (hereinafter the “**Product**”) in this Warranty means the Standard PV Module(s) manufactured by Phono Solar. Phono Solar warrants its Product(s) in compliance with the terms and conditions as stipulated below.

The Buyer in this Warranty means the individual person or company who purchases Phono Solar Products.

This “Limited Warranty for PV-Modules“ is valid for all Standard Modules delivered from Phono Solar since **15th June 2013**.

1. Limited Product Warranty –Repair or Replacement

Ten (10) years

Phono Solar warrants that the Product including factory-assembled DC connectors and cables, if any, will be free from defects in material and workmanship under normal application, installation, operation, use and service conditions. If Product fails to conform to this warranty, within a period of ten (10) years from the date of delivery by Phono Solar to its first buyer, Phono Solar will, at its sole discretion, either repair the defective Product(s) at no charge; or replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge, within the above specified period. This repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the ten years 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

Twelve (12) years

If, within a period of Twelve (12) years from the date of delivery by Phono Solar to the first buyer any Product exhibits a power output less than 90% of the minimum “Peak Power at STC”¹ as specified as of the Phono Solar’s product label, provided that such loss in power is determined by Phono Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Phono Solar will, at its sole option, either

- (a) replace such loss in power by either (a) providing additional Product(s) to the Buyer to make up for such loss in power or (b) replacing the defective Products(s) at the option of Phono Solar or
- (b) refund the percentage of the cost of the Product(s) (as measured by the then prevailing market price for similar Product(s) to the Buyer representing the percentage of the power output less than 90% the minimum “Peak Power at STC”¹ as specified as of the Phono Solar’s product label.

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

Twenty Five (25) years

If, within a period of Twenty Five (25) years from the date of delivery by Phono Solar to the first buyer any Product exhibits a power output less than 80% of the minimum “Peak Power at STC”¹ as specified as of the Phono Solar’s product label, provided that such loss in power is determined by Phono Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Phono Solar will, at its sole option, either

- (a) replace such loss in power by either (a) providing additional Product(s) to the Buyer to make up for such loss in power or (b) replacing the defective Products(s) at the option of Phono Solar or
- (b) refund the percentage of the cost of the Product(s)(as measured by the then prevailing market price for similar Product(s) to the Buyer representing the percentage of the power output less than 80% the minimum “Peak Power at STC”¹ as specified as of the Phono Solar’s product label.

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

3. Exclusions and Limitations

- a) The Company acknowledges that the Australian Consumer Law (ACL) and similar legislation provides:
 - i) certain rights for Consumers that cannot be excluded; and
 - ii) in relation to the supply of goods and services, that in some circumstances the Buyer may be a Consumer.

Phono Solar Technology Co., Ltd

- b) Subject to clause (c), the Company excludes any and all conditions, warranties, terms and consumer guarantees implied by statute, general law or custom including without limitation the ACL applicable to any supply of Goods under this Agreement.
- c) The Consumer Guarantees as defined under the ACL apply to any supply of Goods where the Buyer is a Consumer, and the liability of the Company in connection with the Consumer Guarantees is not limited except as stated in paragraph (d).
- d) If the Buyer is a Consumer in relation to the supply or hire of Goods and those Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the liability of the Company in connection with the Consumer Guarantees is limited to one of the following (as selected by the Company):
 - i) the replacement of the Goods or the supply of equivalent Goods;
 - ii) the repair of the Goods;
 - iii) the payment of the cost of replacing the Goods or of acquiring Goods equivalent to the Goods;or
 - iv) the payment of the cost of having the Goods repaired, except where it is not Fair and Reasonable within the meaning of the ACL to limit liability in this way.
- e) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- f) The "Limited Product Warranties" and the "Limited Peak Power Warranties" do not apply to any Product(s) which have been subjected to:
 - Misuse, abuse, neglect or accident;
 - Alteration, improper installation or application;
 - Non-observance of Phono Solar's installation manual;
 - Impairments caused by external effects, such as e.g., dirt stains, smoke, damages caused by salt, by chemicals not explicitly authorized for use, e.g. for cleaning. Repair or modifications by someone other than an approved service technician of Phono Solar;
 - Power failure surges, lightning, flood, fire, accidental breakage or other events out of Phono Solar's control;
 - Caused by external events including but not limited to defective equipment parts, appliances, system components like, connecting cables, invertors, or the like, which have been coupled with the Module by anyone other than Seller, or caused by defective system design, configuration, or installation planning;
 - Removal of Modules and reinstallation at a new site;
 - Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning system components;
 - Alteration, removal or obliteration of the original Module label;
 - Other events that are reasonably beyond the control of Phono Solar.
- g) Both the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the Product(s); .
- h) Both the "Limited Product Warranties" and "Limited Peak Power Warranties" do not cover cosmetic blemishes associated with installation, or the normal wear and tear of Phono Solar Modules.

4. Limitation of Warranty Scope

These warranties as set forth herein are expressly in lieu of and exclude all other warranties of any kind whatsoever, whether express or implied, including but not limited to warranties of merchantability, of fitness for particular purpose, use, or application, of non-infringement and all other obligations or liabilities on the part of Phono Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Phono Solar to the broadest extent permitted by law.

Phono Solar 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 Product(s), including, without limitation, any defects in the Product(s), or from use or installation. Under no circumstances shall Phono Solar be liable for any special punitive, incidental, or consequential damages or indirect losses, howsoever caused, including but not limited to loss of use, loss of profits, loss of production, or loss of revenues, arising, directly or indirectly from the sale or use of any Product(s), whether such claim is based on warranty, contract, negligence, strict liability or otherwise. Phono Solar's aggregate liability, if any, in damages or otherwise, shall be limited to one of the following as determined by the Company:

- (a) The refund of the invoice value as paid by the Buyer, for the single unit of Product(s) involved upon the Company reclaiming possession of the Product(s);
- (b) The replacement of the Product(s) at the Company's cost or the supply of equivalent Product(s) at the Company's cost or
- (c) The repair of the Product(s) at the Company's cost or payment of the cost of having the Product(s) repaired.

The rights and limitations herein shall leave unaffected any legal rights existing under mandatory applicable laws.

5. Obtaining Warranty Performance

If the Buyer has a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to Phono Solar shall be filed by mailing a registered letter in writing to the address of Phono Solar listed hereunder, or by, sending an email letter to the email account of Phono Solar Service Center listed hereunder within Ten (10) weeks after becoming aware of the circumstances which constitute a warranty case. Together with the notification, the Buyer should enclose the following information:

- The name and address of the Buyer
- The corresponding serial number of the Product(s)

- The date on which the Product(s) have been delivered and installed
- The pictures of the defective Module which show the defect and/or the pictures which show the shadowing situation at the installation location

The timely receipt of the notification by Phono Solar shall be decisive.

The return of any PV-modules will not be accepted unless prior written authorization for the return and evaluation of the claimed defect has been given by Phono Solar. To the extent necessary for processing the return request Phono Solar or its authorized person shall be given commercially reasonable access to the Product(s) for inspection and analysis of the claimed defect. In connection with both the "Limited Product Warranties" and "Limited Peak Power Warranties", Phono Solar shall reimburse Buyer for reasonable, customary and documented transportation charges by sea freight for both the return of the Product(s) and reshipment of any repaired or replaced Product(s), only if this cost is authorized by Phono Solar Buyer service department.

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 extent 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 born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Phono Solar.

8. Various

The repair or replacement of the Product(s) or the supply of additional Product(s), 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 Product(s) shall become the property of Phono Solar made for their disposal. Phono Solar has the right to deliver another type (different in size, color, shape and/or power) in case Phono Solar discontinued producing the replaced Product(s) at the time of the claim.

9. Warranty Transfer

This warranty is transferable from the original Buyer to any assignee and remains in effect for the time period remaining under the limited warranties, provided the Product remains installed in its original location at the warranty registration.

1 "Peak Power at STC" is the power in Watt peak that a PV- Module generates in its Maximum Power Point.

"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 degree 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 Phono Solar valid at the date of manufacture of the PV-modules. The power output shall be measured by a laboratory approved by Phono Solar.

Contact

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