

SUNMAN-PV Warranty Terms 2019

Photovoltaic Module Limited Warranty

Sunman (Zhenjiang) Company Limited ("SUNMAN") hereby grants the following Limited Warranty to the original end-customer installing ("Customer") any of the specified (and no other) brand models listed below (the "Modules"):

SMDxxxM-6X12DW; SMDxxxM-6X10DW; SMDxxxM-4X12DW; SMDxxxM-4X09DW;
SMDxxxM-6X12UW; SMDxxxM-6X10UW; SMDxxxM-4X12UW; SMDxxxM-4X09UW;
SMAxxxM-6X12DW; SMAxxxM-6X10DW; SMAxxxM-4X12DW; SMAxxxM-4X09DW;
SMAxxxM-6X12UW; SMAxxxM-6X10UW; SMAxxxM-4X12UW; SMAxxxM-4X09UW;

Note: xxx is a module power rating which set out in the relevant Product Datasheet(for example "SMD290M-6X10DW").

1. Limited Product Warranty

SUNMAN warrants that its photovoltaic modules together with the DC connector cable assemblies are free from defects, if any, in materials and workmanship under normal application, use, installation and service conditions for a period of pending 120 months from the delivery (Incoterms 2010) of SUNMAN Modules to the Customer, or 12 months after the date of production of the Modules as indicated in the serial number, whichever date is earlier. If Modules become malfunction or inoperative due to defect in material or workmanship during such pending 120 months period set forth above, SUNMAN will, at its own option, either repair or replace the Modules in problem, or refund a reasonable portion of the purchase price as paid by the Customer("Purchase Price"). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this Limited Warranty.

2. Limited Peak Power Warranty and Limited Remedy

SUNMAN warrants the percentage of nominal power output as below:

A. For Monocrystalline Modules, 97% in the first year, thereafter, for years two (2) through twenty-five (25), 0.7% maximum decrease from Module's nominal power output per year, ending with the 80.2% in the 25th year after the Warranty Start Date.

NOTE: "nominal power output" is the power in watt peak that a PV-module generates in its maximum power point. SUNMAN measurements are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W per m² and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of SUNMAN valid at the date of manufacture of the PV-Modules. SUNMAN's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

B. SUNMAN warrants each Module against defects in materials and workmanship 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 SUNMAN's product datasheet. If SUNMAN determines in its discretion that any Module is not providing the warranted percentage of the nominal power output due to Modules' defects in material or workmanship attributed to SUNMAN, who will, at its sole option and discretion, either [1] make up such loss in power by providing to Customer additional Modules; or [2] repair or replace the defective Modules including free shipping to the place supplied by SUNMAN; or [3] refund Customer such loss proportion arising from unqualified power output which less than the warranted percentage of the nominal power.

The remedies set forth in Section 2 are the sole and exclusive remedies provided under the limited minimum Peak Power Warranty.

3. Exclusions and Limitations;

A. Warranty claims, in any event, shall be filed in writing to SUNMAN or its authorized distributors within the applicable warranting period

B. These Limited Warranties will not be applied to normal wear and tear, to the natural effects of exposure to weather conditions over time, or to the Modules which under SUNMAN's sole judgment have been subjected to:

Misuse, abuse, neglect, vandalism or accident;

Alteration, improper installation or application;

Repair or modifications that do not strictly follow the manufacturer's instructions;

Non-observance of SUNMAN's maintenance instructions;

Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage or other events outside the control of SUNMAN.

C. These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced Modules to the place applied by SUNMAN. Any costs for returning the Modules to SUNMAN or its authorized agents and authorized distributors, or costs associated with installation, removal or reinstallation of the Modules, shall be borne by the end user Customers.

D. Warranty claims will not be honored if the type or serial number of SUNMAN Modules have been altered, removed or made illegible without written authorization from SUNMAN.

4. Transferability

This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when Module(s) remain at their original installed location upon satisfactory proof of succession or assignment.

5. Obtaining Warranty Performance

SUNMAN will keep records of the serial numbers of all Modules supplied by ourselves to the global market. In order to obtain warranty service under the SUNMAN Limited Warranty, the end user Customer should promptly notify our Australian Distributor, Energus Pty Ltd on the contact details listed at the end of this document. Together with the notification, the complete serial number printed on the module label and the purchase date of its Modules shall be marked as well. If the Modules will be returned for inspection, repair or replacement by SUNMAN, SUNMAN will give the Customer a Return Merchandise Authorization (RMA). SUNMAN will not accept a return of any Modules without a RMA. No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the end user Customer more than one (1) year from the date when the causes of action occurred.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE 'CONSUMERS' WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW: *If you have purchased this product in Australia, you should be aware that this warranty is provided in addition to other rights and remedies held by a consumer at law. 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. Complaints and Disputes

In Australia, all complaints or disputes should be addressed to our Australian Distributor, Energus Pty Ltd, on the contact details at the end of this form. In the event of a Dispute, Energus has a *Complaints and Dispute Handling Policy and Procedure* published on its website that details how Energus will process your claim, and the dispute escalation process available to you.

7. Various

The repair or replacement of the Modules or the supply of additional Modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced Modules shall become the property of SUNMAN. SUNMAN shall at its own options to deliver another type of PV Modules (different in size, color, shape, or power), either a new brand or the original one, in case of that SUNMAN has discontinued producing the module in question at the time of the claim.

8. Force Majeure

SUNMAN shall not be in any way be responsible or liable to the end user Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of SUNMAN.

9. Other

SUNMAN will advise affected customers and working with consumer authorities to achieve a solution in terms of this limited warranty if a batch defect occurs. Please contact SUNMAN if you wish to negotiate a custom warranty, in the event that this warranty does not meet your requirements.

Sunman (Zhenjiang) Company Limited

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Australian Distributor:

Energus Pty Ltd

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