

**LIMITED PRODUCT AND POWER OUTPUT WARRANTY
FOR SOLAR MODULES**

CWP 003.01

Revision 04

Issue Date: 10.May 2012



CONERGY

LIMITED PRODUCT AND POWER OUTPUT

WARRANTY FOR SOLAR MODULES

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This warranty is offered by Conergy Pty Limited ACN 112 387 569 (Conergy), and applies to the following solar module models ("the Product"):

1. Conergy P series
2. Conergy PH series
3. Conergy PowerPlus (CPP) series

1. Limited Product Warranty

1.1. Conergy warrants the Modules to be free from defects in workmanship and materials under normal application, use, installation, and service conditions, effective from the date of sale to the original user / purchaser for:

- 5 years for P series
- 10 years for PH series
- 10 years for CPP series modules.

1.2. The benefits conferred by this warranty are in addition to all other legal rights and remedies of the Customer in respect of the Modules.

1.3. If the Module malfunctions or becomes inoperable due to a defect in workmanship and/or material during this warranty, Conergy will, at its option, repair or replace the Module.

1.4. This warranty is transferable from the original user / purchaser to subsequent users / purchasers, provided that the Module is not moved from its originally installed location.

1.5. 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.

2. Premium Plus Extended Warranty – Conergy PowerPlus (CPP) Modules

2.1. In addition to the warranty stated in section 1.1 of this document, Conergy offers an additional 2 year 'PremiumPlus' warranty (total of 12 years), at no additional charge, for CPP series Modules of 245W and above.

2.2. To take advantage of this warranty extension the Module serial numbers must be registered online at www.conergy.com/PremiumPlus

2.3. The PremiumPlus extended warranty offers additional services under its standard warranty terms for CPP series modules registered under the Conergy PremiumPlus warranty service at no additional charge.

The additional services include

- Cost of Labour to remove and reinstall the modules
- Cost of testing

For further information please refer to www.conergy.com/PremiumPlus for these terms and conditions of these services.

3. Limited Power Output Warranty for Conergy P & PH series Solar Modules

3.1. Conergy warrants that the Modules provide not less than 90% of the minimum performance (referred to as the lower tolerance value) for a duration of twelve (12) years for P series and ten (10) years for PH

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series, and not less than 80% of the lower tolerance value for a duration of twenty-five (25) years commencing from the ex-plant shipping date.

- 3.2. The performance warranty shall only apply if the Modules concerned show no defects other than the loss of performance and if the loss of performance lies within the sphere of responsibility of Conergy.
- 3.3. When a warranty claim is made in relation to performance at 3.2 the power output must have been assessed at Standard Test Conditions (irradiance 1,000 W/m², radiant power at spectral density of AM 1.5 with cell temperature of 25°C) in an authorised testing process conducted by an independent certified testing body. The Customer will bear the cost of engaging the independent certified testing body should the test results show that the Modules perform at or greater than the performance levels described in section 3.1.
- 3.4. Conergy Solar Modules are supplied with a performance tolerance of +/-3% on Conergy P series and +/-2.5% on Conergy PH series.

4. Limited Power Output Warranty for Conergy PowerPlus (CPP) Solar Modules

- 4.1. Conergy warrants the module provides not less than 92% of the minimum performance (referred to as the lower tolerance value) for a duration of ten (10) years and not less than 82% of the lower tolerance value for a duration of twenty-five (25) years commencing from the ex-plant shipping date.
- 4.2. The performance warranty shall only apply if the Modules concerned show no defects other than the loss of performance and if the loss of performance lies within the sphere of responsibility of Conergy.
- 4.3. When a warranty claim is made in relation to performance at 4.2 the power output must have been assessed at Standard Test Conditions (irradiance 1,000 W/m², radiant power at spectral density of AM 1.5 with cell temperature of 25°C) in an authorised testing process conducted by an independent certified testing body. The Customer will bear the cost of engaging the independent certified testing body should the test results show that the Modules perform at or greater than the performance levels described in section 4.1.
- 4.4. Conergy PowerPlus (CPP) Solar Modules are supplied with a performance tolerance of -0/+3%.

5. Exclusion and Limitation of Liability

5.1 Exclusions

The warranty does not cover adverse effects on the Product, which are a consequence of:

- if the Product is modified from its delivery condition as a result of neglect, improper operation, installation, use, storage, transport, handling or it was not assembled in accordance with the assembly instructions, or by failure to observe the warnings in the data sheet or similar documents, applicable standards and legislative regulations, or it has not been assembled by qualified personnel with the skill set defined in the installation manual
- 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.
- the Product is not being used in accordance with the technical specifications agreed upon or used contrary to the intended purpose of use;
- The load capacity of the roof construction and/or the ground not having been appropriately assessed in accordance with applicable building and technical standards and local legislative regulations.
- changes to the Product or its accessories are made without the express consent of Conergy Pty Ltd;

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- the Product being exposed or used in an ambient environment with excessive salt content or being exposed to the harmful effect of metal interaction (e.g. copper) that could cause corrosion;
- Transportation cost for return of Modules or for costs associated with removal, installation or reinstallation of repaired or replaced Modules.
- In Conergy'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 Conergy.
- If the module is modified/damaged as a result of a force majeure event (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.
- Material flaws, processing and production errors or functional disturbances or other damage to connection cables.
- 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.

5.2 Limitations

- Where the Module is installed outside the boundaries of a Capital City's Metropolitan area or where the Module is installed outside a 25km radius of a Conergy Dealer business address, the cost of transport, insurance and travelling will be charged to the consumer.
- Conergy Pty Ltd at its absolute discretion shall either carry out a professional repair of the component in question or replace the product/part of the product with a new component. Upon replacement of the part Conergy Pty Ltd will acquire title to each replaced component.
- If the Module type originally supplied is no longer produced, or unavailable, Conergy will supply the nearest equivalent Module type as replacement.
- Conergy's liability for manufacturing defects is limited to the purchase price of the Module or that part of the Module where the defect is found. All other cost that may arise including but not limited to cost of labour are NOT covered by this warranty.
- A successful warranty claim does not trigger the commencement of a new warranty period nor will it extend the existing warranty period.
- Purchasing additional Products from Conergy does not extend the existing warranty period.
- Conergy's liability under this warranty will not exceed the purchase price of the defective Module or part, LESS DEPRECIATION. Calculation of the depreciation is based on the straight line method (SLM) as per the example below:

For Example a warranty claim made on a unit valued at \$1000, after two years use would depreciate to \$800 in value

Total Warranty term (10yrs)	100% / 10 years or 10% depreciation per annum
Claim made at two years	10% x 2 years or 20% depreciation

100% - 20% = 80% of the initial purchase cost is the depreciated value or \$800.00

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6. General Information

- 6.1. The warranty applies geographically to all States and Territories in Australia.
- 6.2. The warranty is only valid where the Module has been used in a land based stationary application.
- 6.3. The warranty does not cover maritime or mobile uses in particular.
- 6.4. The Customer must notify the Conergy dealer from whom the Product was purchased in writing of any obvious defects within 2 months following receipt and/or installation.
- 6.5. The warranty does not extend to supplying new or as-new products. Conergy retains the right to use new, overhauled or specially manufactured parts or products. Each Module replaced becomes the property of Conergy.
- 6.6. 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.
- 6.7. Should these terms of warranty differ from the information supplied in the data sheet, these terms of warranty shall prevail

7. Procedures in the Event of a Warranty Claim

- 7.1. The Customer must notify the Conergy dealer from whom the Product was purchased in writing of any obvious defects within 14 days following receipt and/or installation. The Customer will be deemed to have waived his or her warranty claims, if such notice is not provided.
- 7.2. If the Product shows any sign(s) of defects or malfunction, the Customer must contact the Conergy dealer from whom the product was purchased. When contacting the Conergy Dealer, the following information shall be submitted:
 - name, address, postal code and a telephone number
 - the model description
 - purchase receipt containing the date and vendor's address
 - warranty certificate of the faulty Product (if available)
 - the date of installation
 - the location and address of installation
 - detailed description of the observed defects and additional information which could help in analysing the defect
- 7.3. Conergy may at its option apply any of the following remedies:
 - provide replacement parts necessary to repair the Product,
 - replace the Product with same Product; or
 - refund the amount the Customer paid, LESS DEPRECIATION, upon its return.
- 7.4. Conergy or a Conergy dealer will provide labour to resolve warranty issues during the warranty period. Repair service will be available at the Customer's location where. Conergy will determine how and where repair services are provided, and the Customer may be required to deliver the Product to an authorised location at Conergy's cost with consideration to section 1.7.
- 7.5. Replacement parts and/or Products will be new or serviceably used, comparable in function and performance to the original part or Product and warranted for the remainder of the original warranty period. Purchasing additional Products from Conergy does not extend your warranty period.
- 7.6. If Conergy requires the return of defective parts/Products, the Conergy dealer/Customer must return them within 14 days of receiving replacement parts. Failure to return defective parts will attract

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charges for replaced parts/system and their shipment to the Conergy Dealer or the Customer as the case may be

- 7.7. Sending a Product to Conergy or a Conergy dealer without previously obtaining consent to do so will result in refusal of acceptance. The Customer shall then be liable for transportation and all other associated costs.
- 7.8. The benefits conferred by this warranty are in addition to all other legal rights and remedies of the Customer in respect of the Product.

8. General Liability Disclaimer

Conergy Pty Ltd and its Authorised Dealers work with and recommend various installation companies to install, test and certify installations, however Conergy Pty Ltd is a supplier of systems only, and does not engage in installation.

Each installation must be covered by the individual installer's insurances, commercial terms and conditions, and is covered by the relevant Statutory and OH&S legislation.

Each person who installs assembles or services these products must comply with all State OH&S and Statutory requirements relevant to the type of work being conducted including, but not limited to:

- plumbing work
- work on heights exceeding 2.5m
- electrical work
- construction work

Conergy Pty Ltd and its Authorised Dealers do not accept any responsibility for any loss or damage to any person or property of any description, whether direct or consequential, arising from the installation, maintenance, or operation of the product or any of its components.

9. Contact Details for Conergy

Registered office, Australia:

Conergy Pty Limited
5 Glyde Court
Malaga
WA 6090
Australia

Phone: 1300 724 531 to contact your nearest state office.

Email: info@conergy.com.au