

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

**CWP 003.01**

Revision 05

Issue Date: 18.10.2013

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# LIMITED PRODUCT AND POWER OUTPUT WARRANTY FOR SOLAR MODULES

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Kawa Australia Pty Limited ACN 165 990 876 (Conergy) places highest demands on the quality of its products that are manufactured in accordance to stringent quality standards and regulations and/or sourced from its worldwide suppliers. This warranty is offered for the below mentioned solar module models (the Modules):

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

### 1. Limited Product Warranty

- 1.1. The benefits conferred by this warranty are in addition to all other legal rights and remedies of the Customer in respect of the Modules.
- 1.2. Conergy warrants the Modules to be free from defects in workmanship and materials under normal application, use and installation, and service conditions, effective from the date of sale to the original user / purchaser for **10 years for PH series** and **12 years for CPP series** modules. If the Module malfunctions or becomes inoperable due to a defect in workmanship and/or material during this warranty, Conergy will, at its option, either repair or replace the Module. This warranty transfers from the original user / purchaser to subsequent user / purchaser, but is void if the Module is moved from its originally installed location.

### 2. Limited Warranty on Power Output on Conergy PH Series Solar Modules

- 2.1. Conergy warrants that the Modules provide not less than 90% of the minimum rated performance value for a duration of ten (10) years, as of shipment from the plant, and not less than 80% of the minimum rated performance value for a duration of twenty-five (25) years as of delivery from the plant. The performance warranty shall only apply if the Modules concerned show no further defects other than the loss of performance and if the loss of performance lies within the sphere of responsibility of Conergy.
- 2.2. The power output must have been assessed at Standard Test Conditions (irradiance 1,000 W/m<sup>2</sup>, 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 2.1.
- 2.3. The aforementioned Modules are supplied with a positive-only performance tolerance of -0/+3%.

### 3. Limited Warranty on Power Output on Conergy PowerPlus (CPP) Solar Modules

- 3.1. Conergy warrants that any module provides not less than 91.6% of the minimum rated performance value for a duration of ten (10) years as of shipment from the plant and not less than 82.6% of the minimum rated performance value for a duration of twenty-five (25) years as of delivery from the plant. The performance warranty shall only apply if the modules concerned show no further defects other than the loss of performance and if the loss of performance lies within the sphere of responsibility of Conergy.

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3.2. The power output must have been assessed at Standard Test Conditions (irradiance 1,000 W/m<sup>2</sup>, 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

3.3. The aforementioned Modules are supplied with a positive-only performance tolerance of -0/+3%.

#### 4. Exclusion and Limitation of Liability

- 4.1. If 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, this warranty will be considered void.
- 4.2. The standard scope of warranty does not include any transportation cost for returns of Modules or for costs associated with removal, installation or reinstallation of repaired or replaced Modules.
- 4.3. The standard scope of warranty does not include material flaws, processing and production errors or functional disturbances or other damage to connection cables.
- 4.4. 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.
- 4.5. The warranty will be void where the Module concerned has not been used correctly. The warranty is only valid where it has been used in a stationary application on the mainland. The warranty does not cover maritime or mobile uses in particular.
- 4.6. No warranty services will be performed, if the Module is modified from its delivery condition as a result of neglect, improper operation, installation, use, storage, transport, handling or by failure to observe the warnings in the data sheet or similar documents, 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. No warranty services will be performed if the Module is modified/damaged as a result of force majeure (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. Warranty services are also excluded if a Module has been damaged through misuse, accident or conversion.
- 4.7. If the originally supplied Module type is no longer produced, or unavailable, Conergy will supply the current nearest equivalent module type as replacement.
- 4.8. Conergy's liability under this warranty will in no event exceed the purchase price of the defective Modules.
- 4.9. Where the Module is installed outside the boundaries of a Capital Cities Metropolitan area or where the Module is installed outside a 25km radius of a Conergy reseller business address, the cost of transport, insurance and travelling will be charged to the consumer.

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.

#### 5. General Information

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- 5.1. 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.
- 5.2. Claims granted on the warranty cause neither a new warranty period to be started nor the warranty to be extended.
- 5.3. Should these terms of warranty differ from the information supplied in the data sheet, these terms of warranty shall prevail.

## **6. Warranty Procedure**

- 6.1. Claims under this warranty will be considered if submitted in writing to Conergy or the Conergy reseller by using the Conergy warranty claim form obtained from Conergy within 14 days following the discovery of any defect covered by this warranty, with specific details, and provided Conergy or its agents are permitted a commercially reasonable opportunity to examine and analyse the material or workmanship claimed to be defective. An authorised representative of Conergy must approve any claim in writing.
- 6.2. For a claim to be made, a copy of the Conergy invoice, or Conergy reseller invoice, and the warranty claim form should be sent to Conergy with details of the module type, the module serial number, the date of delivery and the defects which have arisen.
- 6.3. The customer is entitled to return Modules only with prior permission from Conergy, otherwise it will be liable for the cost of the return.

## **7. OH&S Disclaimer**

Conergy and Conergy resellers work with and recommend various installation companies to install, test and certify correct installation. Each installation must be covered by the installer's insurances, commercial terms and conditions and by the applicable OH&S legislation. Each person that installs assemblies or services must comply with all OH&S requirements relevant to the type of work being conducted including, but not limited to, plumbing work, work on heights exceeding 2.5m and electrical work. The customer must ensure that it complies with all its OH&S obligations. This warranty will be void if these conditions are not met.

## **8. Contact Details for Conergy**

### **Australia Head Office:**

Kawa Australia Pty Limited, trading as CONERGY  
PO Box 5739, Brendale DC 4500, Australia  
2/26 Scouts Crossing Road, Brendale QLD 4500, Australia

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