LIMITED PRODUCT AND POWER OUTPUT WARRANTY FOR SOLAR MODULES

Conergy Pty Ltd, ACN 112 387 569; ("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 to below mentioned solar module models:

1. CPP 200M
2. CPP 210M
3. CPP 220M – 240M (in increments of 5)
4. CPP 180MC-190MC (in increments of 5)
5. Conergy P170M-P195M (OEM)
6. Conergy PH180M-190M (in increments of 5) (OEM)
7. SF-160-24-1M180 - SF-160-24-1M195 (in increments of 5) (OEM)

1. Limited Product Warranty

1.1. Conergy warrants all Conergy brand modules to be free from defects in workmanship and materials under normal application, use and installation, and service conditions for five (5) years from the date of sale to the original user / purchaser. 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.

1.2. In addition to warranty stated in section 1.1 of this document, Conergy offers additional 5 years warranty (total of 10 years) on CPP solar modules only, to customer(s) who at the same time purchase complete PV solar package including Conergy IPG inverter(s) and mounting system(s) as supplied/manufactured by Conergy.

2. Limited Warranty on Power Output on OEM Solar Modules

2.1. Conergy warrants that any module provides not less than 90% of the minimum performance (referred to as the lower tolerance value) for a duration of ten (10) years as of shipment from the plant and not less than 80% of the lower tolerance 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/m2, radiant power at spectral density of AM 1.5 with cell temperature of 25℃) in an authorised testing process conducted by a testing body authorised by Conergy.

2.3. The aforementioned solar modules are supplied with a performance tolerance of +/- 3 %.

3. Limited Warranty on Power Output on Conergy CPP solar modules range

3.1. Conergy warrants that any module provides not less than 92% of the minimum performance (referred to as the lower tolerance value) for a duration of twelve (12) years as of shipment from the plant and not less than 80% of the lower tolerance 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.

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 ℃) in an authorised testing process conducted by a testing body authorised by Conergy.

3.3. The aforementioned solar modules are supplied with a performance tolerance of +2.5%.

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 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 warranty does neither include material flaws, processing and production errors or functional disturbances or other damage to connection cables.

4.4. The warranty does not include 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 prerequisite for the specified services being granted is that the module concerned has been used correctly. This is only the case where it has been used in a stationary application on the mainland. The guarantee does not cover maritime or mobile uses in particular.

4.6. No warrantee 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 warrantee service 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.) and as a result of vandalism or comparable causes resulting from the actions of third parties. Warrantee services are also excluded if a module has been damaged through misuse, accident or conversion or has been repaired by a third party dealer/engineer not authorised by Conergy. Establishment of the existence of the above-mentioned prerequisites lies within the discretion of Conergy.
4.7. If the originally supplied module type is no longer produced, Conergy will supply the current nearest equivalent module type as replacement.
4.8. Conergy's liability will in no event exceed the purchase price of the modules.
4.9. Conergy provides no explicit or implied warranties apart from those expressly made herein.

5. General Information

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 Pty Ltd by using Conergy warranty claim form obtained from any state or territory office 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 dealer invoice and this warranty claim form should be sent to Conergy or the dealer 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.