#### LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

#### 1. Limited Product Warranty – Fifteen Year Repair, Replacement Remedy

SolarEdge warrants its Crystalline photovoltaic solar modules (hereafter referred to as "modules"), including factory-assembled DC connectors and cables, if any, to be free from defects in materials and workmanship under normal application, conditions, use, installation, and maintenance, within a period of 180 months from the day of installation date or 3 month from shipment whichever is sooner, (hereafter referred to as the "warranty start date"). PLEASE NOTE: THE LIMITED WARRANTY OF THE POWER OPTIMIZERS, MANUFACTURED BY SOLAREDGE AND ATTACHED TO THE PV MODULES, ARE WARRANTIED UNDER A SEPARATE 25 YEAR WARRANTY PROVIDED BY SOLAREDGE AND AVAILABLE AT https://www.solaredge.com/sites/default/files/solaredge-warranty-july-2018.pdf

If a module is found defective in material or workmanship, SolarEdge will, at its sole discretion, repair or replace the module, within the above specified period according to the type of defect.

The options to repair or replace defective modules, are the only and exclusive remedies guaranteed under this Limited Warranty for Crystalline PV Modules and shall not extend beyond the period of 180 months set forth here. Remedies will be performed directly to the customer only. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter ("Limited Peak Power Warranty– Limited Remedy").

### 2. Limited Peak Power Warranty – Limited Remedy

SolarEdge warrants that any module(s) exhibiting minimum power output rating of the PV Product under Standard Test Conditions (STC) as stated below.

Tab 1 Mono- Crystalline Silicon Solar PV Module

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
%of Nameplate DC Power Output	97.0%	96. 3%	95.6%	94. 9%	94. 2%	93. 5%	92. 8%	92. 1%	91. 4%	90. 7%	90.0%	89. 3%	88.6%	87.9%	87. 2%	86. 5%	85. 8%	85. 1%	84. 4%	83. 7%	83. 0%	82. 3%	81.6%	80. 9%	80. 2%

Provided that such loss in power is determined by SolarEdge (at its sole and absolute discretion) to be due to defects in material or workmanship, is eligible for claim under this Limited Warranty for Crystalline PV Modules. SolarEdge will replace such loss in power by either providing additional modules to the customer to make up for such loss in power, or by repairing or replacing the defective modules at the discretion of SolarEdge.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty – Limited Remedy".

(STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W  $/m^2$  and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.)

### 3. Warranty Exclusions and Limitations

A. In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 4 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

B. The Limited Warranty for Crystalline PV Modules does not apply to any modules which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, disassemble, reinstallation, and/or improper installation or application;
- Non-observance of SolarEdge's installation and maintenance instructions
- Repair or modifications by persons that have not been previously authorized or approved by SolarEdge;
- Failures caused by surrounding equipment of the module;
- Use under unusual conditions or environments that deviate from the product specifications and installation manual;
- Use for purposes unrelated to the generation of solar power;
- Defects occurring during transportation or storage after the modules have been delivered to the customer;

- Naturally occurring scratches, stains, mechanical wear, rust, degradation, discoloring, or other alteration occurring after the shipment from SolarEdge that have no effect on the power generation performance or mechanical strength of the module
- Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of SolarEdge.
- C. SolarEdge shall cover reasonable transportation costs for returning the affected product to SolarEdge and shipping the additional, repaired or replaced product to the Buyer. If SolarEdge opts for repair as the remedy, SolarEdge shall cover reasonable material and labor costs related to the repair. The costs and expenses for the removal, installation or reinstallation of the module shall remain with the Buyer.
- D. Warranty claims will not be honored if the type or serial number of the modules have been altered, removed or made illegible.
- E. SolarEdge 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 modules, including, without limitation, any defects in the modules, or from use or installation. Under no circumstances shall SolarEdge be liable for incidental, consequential, loss of use, loss of profits, loss of revenues, loss of production or special damages. SolarEdge's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value against the affected modules as paid for by the customer.

### 4. Obtaining Warranty Performance

A. Warranty claims should be sent to (a) the dealer who sold the modules, or (b) the authorized SolarEdge distributor who sold the modules, or (c) SolarEdge at the address below.



Customer support:

support@solaredge.net.au +61.1800.465567 08:30 - 17:30 AEST

SolarEdge Australian office: SolarEdge Technologies (Australia) PTY LTD. Address: Suite 10, 23-25 Gipps Street, Collingwood, VIC 3066 Tel: +61 1800 465 567 E-mail: <u>australia-info@solaredge.com</u> website: <u>www.solaredge.com/aus</u>

- B. Warranty claims must be sent by registered mail or courier. The claims must include the serial number of the defective module(s), accompanied by a copy of the relevant invoice and purchase contract, and must state, "We hereby accept, and agree to, the choice of law, the choice of an expert appraiser and the choice of arbitration as set out in Clause 6 of your Limited Warranty for Crystalline PV Modules on which our claim is based." Together with the notification, the customer should enclose evidence of the date of sale on which the modules were purchased. Incomplete notifications claim that do not meet the notification deadline of Clause 4, Section C will not be processed.
- C. Any claim under this limited warranty shall be forfeited if (a) the customer does not notify SolarEdge or their distributors of such claim in writing in accordance with Clause 4 paragraph A within twenty (20) days after discovering or after the customer should have discovered, the defect claimed under warranty; or (b) the customer does not commence court or arbitration action within six (6) months after proper notification of the claim.
- D. SolarEdge reserves the right to deliver another type of module (different in size, form, color, shape and/or power) to replace the claimed one if it is no longer in production when the warranty claim is received.
- E. The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty.

- F. Any claimed/defective product that has been replaced by SolarEdges hall become the property of SolarEdge. The claimed/defective product shall be returned or otherwise disposed of in accordance with the instructions of SolarEdge and at the customer's expense.
- G. The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer Law: "Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement for a major failure. 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. Severability

If a part, provision or clause of this Limited Warranty for Crystalline 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 Crystalline PV Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

### 6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules, maybe brought against SolarEdge more than six (6) months after the cause of action has occurred.

In the case of a dispute in a warranty claim, a first-class international institute designated by SolarEdge such as Fraunhofer ISE or TÜV shall be involved to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

### The final right of interpretation shall be borne by SolarEdge.