



Limited Product Warranty

PARTS | POWER | LABOUR

*Australia*

## Solaria PowerXT<sup>®</sup> Modules



Dear Solaria solar system buyer,

**Congratulations!** You've made an excellent choice in purchasing high performance, high quality Solaria solar panels.

We take pride in our high quality standards, rigorous testing, and certifications by global testing agencies. We hope you enjoy your beautiful Solaria system.

All the best,  
The Solaria Corporation



## Limited Product Warranty

Solaria provides this Limited Product Warranty (the “Limited Product Warranty”) to Customer (as defined below) for the Solaria solar modules for the residential market (Solaria PowerXT-365R-PD, Solaria PowerXT-370R-PD and PowerXT-400R-PM) or commercial market (PowerXT-xxxC) (where “xxx” is the power rating of the module) (“Products”) purchased for installation and use at the site of the original installation (the “Site”). “Customer” means (1) the person or entity who originally purchases the Products from Solaria or its authorized distributor for installation and use at the Site, and (2) subsequent owners of the Site. Moving or removing the Products from the Site, using the Products at any location other than the Site, and/or disassembling or otherwise altering the Products after original installation voids this Limited Product Warranty.

### **1. LIMITED PRODUCT WARRANTIES:**

- (a) The benefits provided by this Limited Product Warranty are in addition to any consumer guarantees and other rights and remedies prescribed by the Australian Consumer Law (“ACL”) and any other applicable laws and regulations. Solaria will cover reasonable delivery costs of any replacement Products or parts sent to Customer.
- (b) 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 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.
- (c) In addition to the above listed rights and remedies under the ACL, Solaria provides Customers with the following warranties set forth in the following sections (d) and (e) of this Section 1.
- (d) Freedom from Defects Warranty. Subject to the terms and conditions of this Limited Product Warranty, Solaria warrants to Customer that, for a period of 25 years from the date of original installation (the “Warranty Period”), the Products will be free from defects in material and workmanship (the “Freedom from Defects Warranty”).
- (e) Power Output Warranty. Subject to the terms and conditions of this Limited Product Warranty, Solaria warrants to Customer that during the Warranty Period of 25 years from the date of original installation, the loss of DC power output of the Products shall not exceed (i) 2.0% of the Initial Guaranteed Power (as defined below) in the first year of the Warranty Period, and (ii) 0.5% of the Initial Guaranteed Power for each year of the Warranty Period after the first year, such that in the final year (25<sup>th</sup> year) of the Warranty Period the DC power output shall not be less than 86.0% of the Initial Guaranteed Power (the “Power Output Warranty”). “Initial Guaranteed Power” means the Peak Power Watts Pmax (Wp) specified in the applicable Product Data Sheet, minus the lower limit of the Power Output Tolerance Pmax (%) specified in the Product Data Sheet, and measured at Standard Test Conditions (“STC”) for the Product. For Products that are AC modules, the DC power output of the module is determined prior to the AC unit input.

In the event a Product is used in a solar field comprised of more than 500 panels, then the average power of an array of panels will be used to determine whether an individual Product complies with the Power Output Warranty. For example, if the average power value of an array is 94% after the first 10 years of the Warranty Period, but an individual panel is at 90%, the array power would be deemed compliant with the Power Output Warranty and the individual panel would be remedied in accordance with this Limited Product Warranty solely

at Solaria's discretion.

## **2. CLAIM PROCESS:**

To make a claim under this Limited Product Warranty, Customer must contact Solaria timely upon discovery of the defect during the Warranty Period, as follows:

Solaria Australia Pty Ltd

Attn: Solaria Warranty Claims

T: +61 7 4028 3979

Attn: Warranty Claims Department

**Email:** [warranty-au@solaria.com](mailto:warranty-au@solaria.com)

At Solaria's request, Customer shall return the affected Products to Solaria in accordance with Solaria's return merchandise authorization ("RMA") process. Upon Solaria's acceptance of delivery of a returned Product, title to such Product is transferred to Solaria. If any Products are returned other than in compliance with the RMA process, or if Solaria cannot verify the reported defect, then Solaria may in its discretion return such Products to Customer at Customer's expense.

Solaria reserves the right to have the cause of the module failure or power loss verified and/or determined by an independent third-party testing laboratory. Third party measurements shall be conducted under STC in accordance with IEC 61215, taking into account a +/- 3% measurement tolerance. Solaria will pay for the costs associated with any such third-party testing unless the results demonstrate no actual module failure or power loss as provided herein, in which case Solaria reserves the right to charge Customer for such costs.

## **3. EXCLUSIONS:**

Solaria must be notified of all claims within the Warranty Period. Any claim made outside of the Warranty Period is invalid. This Limited Product Warranty does not include any costs of labour or other costs related to de-installing or re-installing a Product or de-installing, re-installing or troubleshooting any other elements of Customer's electrical systems.

SOLARIA SHALL NOT BE RESPONSIBLE FOR, AND THIS LIMITED PRODUCT WARRANTY SHALL NOT APPLY TO, ANY OF THE FOLLOWING:

- (a) Use of any Product that (i) is not consistent with the Product's intended purpose, (ii) is not under normal conditions, (iii) is not in accordance with the Product's documentation, or (iv) is at any location other than the Site;
- (b) Any Product subjected to misuse, damage, abuse, neglect or accident; alteration; improper installation, maintenance, shipment, handling, application or removal; placement or mounting in an unsuitable physical or operating environment; power failure or voltage surges, chemical influences, lightning, flood, fire, accidental breakage or other events outside Solaria's control;
- (c) Use with equipment not authorized by Solaria, including mirrors or other solar systems of any kind;
- (d) Damage or corrosion resulting from negligence or due to improper shipment, handling, storage or use;

- (e) Damage to serial numbers, markings, legends or labeling, including being altered, defaced, or removed.
- (f) Damage from external stress in excess of the Product's certified capabilities, including without limitation any damage related to falling rocks, branches, roofing materials, hail or other debris;
- (g) Cosmetic defects stemming from normal wear and tear of the Product's materials or external stains, marks or scratches that do not affect performance or functionality and physical abuse;
- (h) Normal wear and tear, aging or natural degradation that does not affect power output;
- (i) Alterations in the utility-approved operating parameters of the Product, which alterations cause the Product to malfunction, fail or fail to perform optimally; or
- (j) Any error, omission or defects caused by third party designs, data or technology.

Solaria does not provide any warranty for any accessories to the Products that are manufactured by third parties. For claims related to the AC unit or AC Power Output of the PowerXT-xxxR-AC, Customer should refer to the Enphase standard warranty located at: <https://enphase.com/en-us/warranties> and contact Enphase at 1800 006 374.

## 4. REMEDIES:

- (a) If Solaria confirms that a Product has failed to comply with the Freedom from Defects Warranty during the Warranty Period, then Solaria will, as its sole obligation and Customer's exclusive remedy for any failure to comply with the Freedom from Defects Warranty, repair or replace the warranted Product or parts thereof. Defective Products or parts may be replaced with either new or factory refurbished or remanufactured Products or parts. Solaria will cover reasonable delivery costs of any replacement Products or parts sent to Customer.
- (b) If Solaria confirms that a Product has failed to comply with the Power Output Warranty during the Warranty Period, Solaria will, as its sole obligation and Customer's exclusive remedy for any failure to comply with the Power Output Warranty, elect to either: (i) repair or replace the warranted Product or parts thereof, or (ii) issue a credit to Customer equal to the depreciated value of the Product (using 25-year life) attributable to the deficient power output. Solaria will cover reasonable delivery costs of any replacement Products or parts sent to Customer..
- (c) In the event a Product fails to conform to the Limited Product Warranty, Solaria, at its sole discretion, may reimburse all or a portion of the service cost which results directly from the removal or re-installation of the defective Product(s).

## 5. DISCLAIMER:

EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED PRODUCT WARRANTY OR AS OTHERWISE REQUIRED UNDER THE ACL OR OTHER APPLICABLE LAW, THE PRODUCT IS PROVIDED "AS IS," AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. TO THE MAXIMUM EXTENT PERMITTED UNDER THE ACL AND OTHER APPLICABLE LAW (A) SOLARIA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY

WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; AND (B) SOLARIA DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION OR WILL BE DEFECT-FREE, OR THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS.

## 6. LIMITATION OF LIABILITY:

TO THE MAXIMUM EXTENT PERMITTED UNDER THE ACL AND OTHER APPLICABLE LAW (A) IN NO EVENT SHALL SOLARIA'S LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED PRODUCT WARRANTY OR ANY USE OF THE PRODUCT EXCEED THE AMOUNT PAID BY THE ORIGINAL PURCHASER FOR THE PRODUCT, AS EVIDENCED BY THE ORIGINAL INVOICE; AND (B) IN NO EVENT SHALL SOLARIA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF SOLARIA HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

## 7. GENERAL:

- (a) This Limited Product Warranty is governed by the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- (d) Solaria expressly reserves the right to novate or assign its rights and obligations under this Limited Product Warranty to a third party with expertise and resources necessary to discharge Solaria's obligations under this Limited Product Warranty.

### Other Information

Product information is subject to change without notice. All trademarks are recognized as the property of their respective owners.

User documentation is updated frequently. Check the Solaria website ([solaria.com/australia](http://solaria.com/australia)) for the latest information.

For Solaria patent information refer to [solaria.com/patents/](http://solaria.com/patents/)

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### Registered Office

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### Corporate Headquarters

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### Distributor

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# SOLARIA<sup>®</sup>

Power Unlocked by Design

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