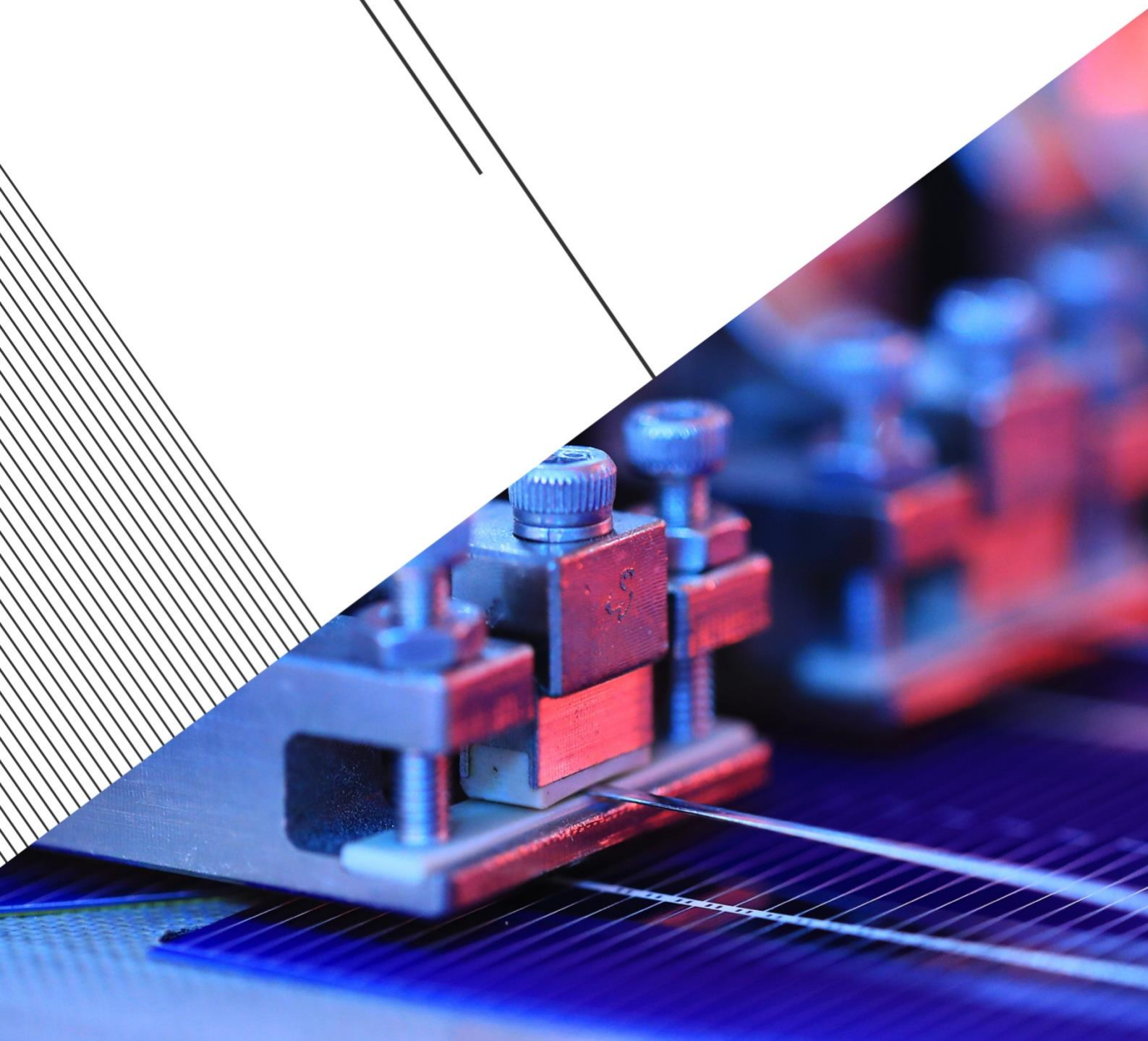


# PRODUCT WARRANTY

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PERC MONO PHOTOVOLTAIC MODULE

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## 1. Manufacturer's Warranty

This Manufacturer's Warranty is given by Jiangsu Seraphim Solar System Co., Ltd (**Seraphim**). The following warranties apply to the original customer and permit successor (**Customer**) for photovoltaic solar modules (**Modules**) sold and installed in Australia and New Zealand after 1 July 2022. In this Manufacturer's Warranty, the following terms are defined below:

**Warranty Start Date** means the 180th calendar day since the MODULE was manufactured, or from the date the MODULE is delivered to the Customer, whichever is earlier.

**Standard Product Documentation** means data sheets, installation manuals (and its annexures) that are published by Seraphim.

## 2. Limited Product Warranty – 15 Year Warranty

Seraphim warrants that for a period of fifteen years commencing on the Warranty Start Date, its photovoltaic solar PERC mono Modules (including factory-assembled DC connectors and cables manufactured or supplied by Seraphim, if any) listed below will be free from defects in materials and workmanship under normal application, installation, usage and service conditions (**15 Year Warranty**).

This 15 Year Warranty is applicable to the series of PV module as below:

(XXX = module power)

- SRP-XXX-6MB
- SRP-XXX-6MB-HV
- SRP-XXX-6MA
- SRP-XXX-6MA-HV
- SRP-XXX-BMB
- SRP-XXX-BMB-HV
- SRP-XXX-BMA
- SRP-XXX-BMA-HV
- SRP-XXX-BMC
- SRP-XXX-BMC-HV
- SRP-XXX-BMZ
- SRP-XXX-BMZ-HV
- SRP-XXX-BMD
- SRP-XXX-BMD-HV

This 15 Year Warranty does not provide any guarantees regarding any specific power output, which shall be exclusively covered under clause 4 of this Manufacturer's Warranty (**Limited Peak Power Warranty**).

### **3. Limited Product Warranty – 25 Year Warranty**

Seraphim warrants that the Extended Warranty Product will be free from defects in materials and workmanship under normal application, installation, usage and service conditions as specified in the Standard Product Documentation, for a period of twenty-five years (**25 Year Warranty**). The 25 Year Warranty only applies to the Extended Warranty Product when they are installed on residential rooftops, subject to the limitations and exclusions described in this Manufacturer's Warranty.

In this clause 3, the Extended Warranty Product (including factory-assembled DC connectors and cables manufactured or supplied by Seraphim) means SRP-XXX-BMD-HV installed after 1 July 2022.

#### **Claims Process for 15 Year Warranty and 25 Year Warranty**

In order to claim under the manufacturer's warranties in clauses 2 and 3, the Customer can prove that the malfunctioning or nonconformity of the Modules results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Seraphim's Standard Product Documentation.

### **4. Limited Peak Power Warranty - Twenty-Five (25) Years**

Seraphim warrants that for a period of 25 years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power, which is defined as:

*Peak Power Watts  $P_{max}$  (Wp) plus Peak Power Watts  $P_{max}$  (Wp) multiplied by the lower limit of the Power Output Tolerance  $P_{max}$  (%) = initial guaranteed power*

as specified in the relevant Module's Data Sheet and measured at Standard Test Conditions (STC)<sup>1</sup> for the Modules shall not exceed the Limited Peak Power Warranty period from the Warranty Start Date.

#### **LINEAR PERFORMANCE WARRANTY**

For PERC Monocrystalline Modules: less than 2.0% in the first year, thereafter less than 0.55% per year, ending with no less than 84.80% in the 25<sup>th</sup> year after the Warranty Start Date.

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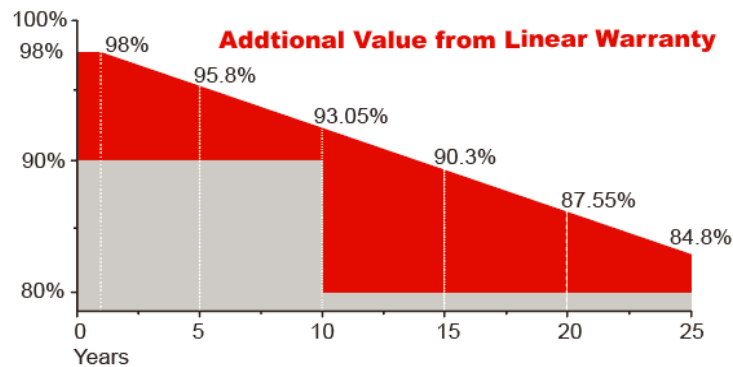
<sup>1</sup> **STC:**

"Peak Power at STC" is the power in Watt peak that a PV- module generates in its Maximum Power Point. "STC" are as follows:

(1) light spectrum of AM 1.5,

(2) an irradiation of 1000 W per m<sup>2</sup>

(3) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Seraphim valid at the date of manufacture of the PV-modules.



## 5. Claiming under this Manufacturer's Warranty

### (a) Notification

If a Customer has a valid claim under this Manufacturer's Warranty, the Customer must promptly notify Seraphim to avoid further deterioration of the Modules. Written notification must be provided by either sending a written letter by registered post to the address of Seraphim or emailing Seraphim using the contact details set out in this Manufacturer's Warranty (as may be changed from time to time). The notification must include evidence of the claim with the corresponding serial number of the Modules and the date on which the Modules were purchased. The return of any Modules will not be accepted unless prior written authorisation has been given by Seraphim.

### (b) Remedies available under this Manufacturer's Warranty

If a Customer has a valid claim under this Manufacturer's Warranty, Seraphim will (at its sole discretion) arrange one of the remedies set out below.

#### Repair

If Modules fail to comply with the warranties in this Manufacturer's Warranty, Seraphim will repair the Modules. The Customer may, at its option, appoint a qualified third-party to repair with Seraphim's written consent. The cost of such repair shall be borne by Seraphim.

#### Replacement

If Modules fail to comply with the warranties in this Manufacturer's Warranty, Seraphim will replace the Modules.

Once a product is repaired or replaced in accordance with this Manufacturer's Warranty, the Customer will receive the benefit of the remainder of the relevant warranty period. Any defective Modules that are replaced shall become the property of Seraphim. Seraphim may deliver another

type of Module (different in size, color, shape or power) in circumstances where Seraphim has discontinued producing the original supplied Modules at the time of the claim, provided the replacement Modules are of similar quality to the original supplied Modules.

#### **Limited Refund**

If Modules fail to comply with the “Limited Peak Power Warranty”, Seraphim will refund:

(i) the fair market value at the time of claim, being the difference between the actual output power and warranted output power; or

(ii) the remaining value of warranted output power for the remainder of the warranty period.

The remaining value will be calculated as the fair market value at the time of claim\* $\frac{\text{warranted output power} \times \text{remaining Warranty period}}{25\text{years}}$ .

#### **Additional supply**

If the Modules fail to comply with the “Limited Peak Power Warranty”, Seraphim will supply to the Customer free Modules to make up the difference between the actual output power and the warranted output power of the defective Modules.

## **6. Exclusions and Limitations**

The provisions stated in this Warranty are only valid and enforceable in Australia and New Zealand, and these only apply if you purchased your Product from Seraphim or one of its authorised resellers.

Any deterioration in appearance of the Modules, including any normal wear and tear, scratches, stains, mechanical wear, rust, mold, optical deterioration, that occur after delivery to Customer shall not qualify as a defect under this Manufacturer’s Warranty, provided that such deterioration does not result in a material impairment of the functioning of the Modules.

The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under this Manufacturer’s Warranty.

This Manufacturer’s Warranty does not apply to any Modules that have been:

- misused, neglected or accidentally damaged;
- altered, improperly installed or applied;
- installed or maintained other than strictly in accordance with Seraphim’s installation and maintenance instructions;
- repaired or modified by someone other than an approved service technician of Seraphim;

- damaged due to a force majeure event described in clause 9;
- interfered with so that the serial number of the Modules has been altered, removed or made illegible; or
- removed and re-installed at any location other than the physical location at which it was originally installed following purchase by Customer or receipt from Seraphim as a replacement Module.

Warranty claims may be refused if the Customer cannot show proof of purchase of the Modules.

Subject to prior written authorisation by Seraphim Customer Service Department, Seraphim will reimburse the Customer for reasonable, normal, and documented shipping costs that comply with this Manufacturer's Warranty, including delivery of returned, repaired, replaced or free Modules. However, any costs associated with the Modules' installation, removal or reinstallation, as well as customs clearance costs and transit insurance are not covered by this Manufacturer's Warranty.

Whether there is a serial defect will be determined by Seraphim in its sole discretion.

## **7. Warranty against defects**

### **New Zealand**

Nothing in this warranty modifies or excludes your legal rights under the Consumer Guarantees Act 1993 (New Zealand).

### **Australia**

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.

## **8. Warranty Transfer**

This warranty is transferable to subsequent purchasers of the Customer's property on which the Modules were initially installed at the time the warranty was registered, provided the Modules have not been relocated.

## **9. Force Majeure**

Seraphim shall not be responsible or liable in any way to the Customer or any third-party arising from any non-performance or delay in performance of any term and condition of sale, including under this Manufacturer's Warranty, due to acts of God, war, riots, strikes, warlike conditions, plague,



pandemic (including COVID-19) or epidemics, fire, flood, serious or unusual weather conditions or any other similar causes or circumstances that are beyond the reasonable control of Seraphim.

In such cases, Seraphim's obligations under this Manufacturer's Warranty will be:

- (a) where the force majeure event is temporary - suspended without liability for the period of delay reasonably attributable to such causes; or
- (b) where the force majeure event has made performance impossible or Seraphim is unable to overcome by taking reasonable steps – terminated upon 7 days' notice in writing by Seraphim.

## **10. Parallel Imports**

This Manufacturer's Warranty does not apply to any Modules that have not been imported into Australia and New Zealand directly from Seraphim (for example, parallel imports).

## **11. Contact**

Please contact Seraphim customer service department if you have any problem with the quality or performance of Modules.

### **Seraphim Headquarters**

Address: 10 Tongshun Road, Henglin Town, Wujin District, 213101 Changzhou, China

Tel: +86 519 68788166

Mail: [info@seraphim-energy.com](mailto:info@seraphim-energy.com)

### **Australia Sales Centre**

Add: Level 30, 35 Collins Street, Melbourne, VIC 3000, Australia

Tel: +61 (0)3 9900 6423

Email: [AU@seraphim-energy.com](mailto:AU@seraphim-energy.com)