



Max Power Solar Limited Warranty for PV Modules

Oz Power Products Pty Ltd T/A Max Power Solar (referred to herein as the “The Company”), warrants its solar Modules to the original end customer whom purchased the product for their own use. The limited warranty starts from the date of purchase by the end customer or three (3) months after product shipped from the Max Power Solar facility whichever dates come first.

This warranty will only cover products sold directly by The Company or one of its authorised agents and the product must have The Companies approved labels and serial numbers attached.

1. Limited Product Warranty – 15 years (Repair, Replacement or Refund)

The Company warrants its solar Modules for the duration of fifteen (15) years to be free from defects in materials and workmanship under standard installation, use and applications. If a Module fails to conform during the warranty period, The Company will, at its sole discretion, either repair or replace the product or refund the current market value of the failed product. This will be the sole remedy provided under this limited product warranty which shall not extend beyond fifteen (15) years from the original purchase date or three (3) months after product shipped from The Company facility whichever comes first.

2. Limited Performance Warranty – 25 years (Limited Remedy)

The Company warrants that its monocrystalline Modules will not have more than 2.5% degradation in the first year and 0.6% per year thereafter. At the end of twenty five (25) years the product will produce a minimum power output of not less than 83.1% of the rated Minimum Nominal Power as per the product data specifications.

Loss in power must be measured by The Company or by a recognized 3rd party testing entity. If loss in power is determined by The Company (at its sole and absolute discretion) to be due to defects in material or workmanship, the module is eligible for claim under this limited warranty.

The company will then at its sole option, either:

- A) Supply an additional Module or Modules to make up for such loss in power or replace the defective product.
- B) Refund the percentage of cost of the Module according to current market value for similar product. This is the sole and exclusive remedy provided under this performance warranty.

Cost of shipping the module(s) for testing will be borne by the customer. Should the testing confirm that the claimed defect should be covered under product or performance warranty and the claim is approved, then The Company will reimburse the customer for the proofed expense.

3. Exclusions and Limitations

This Product and Performance warranty will not cover the following:

- A) Claims outside the warranty period.
- B) Product misuse, abuse, mis-handling, improper storage or accidental damage
- C) Product alteration, improper installation, or application
- D) Product not installed according to The Company installation and maintenance instructions.
- E) Product without approved serial numbers
- F) External artificial corrosion, mold discoloration
- G) Causes of nature including but not limited to hail, floods and lightening.
- H) Incidental, consequential and any other financial losses
- I) Power failure surge
- J) Injuries and property damages
- K) Cost of labor and transportation unless a written authorisation has been issued by the company.
- L) Damage caused by removal of a module or modules from their original installation place
- M) Damage caused by direct contact with salt water
- N) Damage caused by installing product in conditions that exceed specified operating conditions
- O) Damages caused by sound, vibration, rust, scratches that are result of normal wear and tear and aging.



4. Important

Any repaired or replaced product under warranty policy will hold only the remaining warranty period applicable to the original product.

This "Limited Warranty for PV Modules" as set forth herein is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Max Power Solar, unless such other obligations or liabilities are expressly agreed to in writing, signed and approved by The Company. The Company 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 the Modules, including, without limitation, any defects in the Modules, or from use or installation. Under no circumstances shall Max Power Solar be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. The Company's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer.

5. Australian Consumer Law

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.

6. Severability

If a part, provision or clause of this warranty, or the application thereof to any person or circumstance, is held invalid, void, or unenforceable, all other provisions contained in this warranty shall not be affected and accordingly shall remain in full force and effect.

7. Force Majeure

The Company 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 terms and conditions of sale, including this "Limited Warranty for PV Modules", due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of The Company. In such cases, performance by The Company of this limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

8. Disputes

In case of any discrepancy in a warranty claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg of Germany, TUEV Rheinland in Cologne of Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by The Company. Warranty claims will not be honored if the type or serial number of the Max Power Solar modules have been altered, removed, or made illegible.

9. Power Measurement

"Nominal Power in Datasheet" is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC conditions.

"STC" conditions are: Light spectrum of AM 1.5, An irradiation of 1,000W/m² and A cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215

10. Claiming Warranty

If the customer has a justified claim covered by this "Limited Warranty for PV Modules", an immediate notification must be sent directly to The Company by sending an email letter to the email account of The Company listed hereunder. Together with the notification, the customer should enclose the evidence of the claim with the corresponding serial number of the Module(s) and the date on which the products have been purchased. An invoice with clear indication of purchase date, purchase price, module type, stamp or signature of Max Power Solar should also be submitted as part of the evidence.



Modules
WARRANTY POLICY

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The Return of any Modules will not be accepted unless prior written authorisation has been given by The Company. If the purchaser ships the Product without prior written authorisation, The Company will not be responsible for any form of charge from purchaser or reimbursement to purchaser. If the written authorisation is given to return Modules, The Company will organise transportation to collect defective Module(s), and is responsible to send replacement Module(s) to the purchaser.

Max Power Solar Contact Details:

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|----------------|--|
| Company name | Oz Power Products Pty Ltd ABN 35 641 561 686 |
| Trading Name | Max Power Solar |
| Street address | 11 Progress Circuit, Prestons NSW 2171 |
| Website | www.maxpowersolar.com.au |
| Email | info@maxpowersolar.com.au |
| Phone | 02 9607 2440 |

To lodge an online warranty claim visit www.maxpowersolar.com.au