

Limited Product Warranty

Effective from 01 March 2017

Replacing Version V2_1607006 Published on 13 July 2016

Powerark Solar Pty Ltd (“Powerark Solar”, “we”, “us”, “our”) warrants all products imported and sold, to be free from defect in materials under normal application installation, use and service conditions. We will at its absolute discretion to repair or replace the module(s) or inverter(s). The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the period of warranty stated in manufacturer product warranty statement.

This Limited Product Warranty shall not, in any circumstance, override the regulation and statutory rights of a consumer stated in Australian Consumer Law. For details please visit <https://www.accc.gov.au/consumers>.

Any questions please contact our Aftersales Department at support@powerarksolar.com.au.

For quicker response on warranty claim please refer to Quick Warranty Guide at the last page of this document.

1. PV Module(s)

All PV Module(s) sold by us comes with manufacturer warranty and which terms and conditions may differ from each brand. For any warranty claim on PV Modules, we would recommend to contact their local office for information before contacting us for assistance. For detailed warranty terms please contact your nearest Powerark Solar branch.

a) Imported PV Module(s) – Hanover Solar, TopSolar, Solarland, Alamden, LERRI Solar, and HT-SAAE

For imported Modules we claim that:

- (i) For serious defects affecting performance or safety, the importer should notify past customers about the problem, and make arrangements for replacement. Importer or certificate holder should co-operate with consumer authorities and CEC.
- (ii) If you have purchased this product in Australia, you should be aware that this warranty is provided in addition to other rights and remedies held by Australian Consumer Law. Our goods come with guarantees that cannot be excluded under 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. Consumers are entitled to the rights under Australian Consumer Law.
- (iii) If the customers are satisfied with the decision on the warranty claim, they can escalate the matter to support@powerarksolar.com.au
- (iv) For PV Modules that are imported by Powerark Solar the manufacturer warranty will apply from the date of purchase.

b) PV Module(s) from Local Distributors – Jinko Solar

We would refer your claim to the distributor or manufacturer's local office for assistance.

c) Link Energy PV Module

Warranty Terms of Link Energy is effective in conjunction with Powerark Solar Limit Product Warranty.

For full detail of the Warranty Terms of Link Energy please refer to Appendix A.

d) Discontinued PV Module(s) – Majority of 250W panels and smaller

If in any case(s) that the manufacturer or distributor is not reachable we will do our absolute best to arrange an alternative option to warrant the product sold by us. Proof of Purchase is required and mandatory.

2. Inverter(s)

All Inverter(s) sold by us comes with manufacturer warranty and which terms and conditions may differ from each brand. For any warranty claim on Inverters, we would recommend to contact their local office for information before contacting us for assistance. For detailed warranty terms please contact your nearest Powerark Solar branch.

2.1 String Inverter(s) - Growatt and Hosola Inverters

Powerark Solar is an authorised service agent of Growatt and Hosola Inverter who processes warranty claims on behalf of the manufacturer. For warranty claim please refer to Quick Warranty Guide.

2.2 Other String Inverters

For inverters other than Growatt and Hosola, such as SMA, Delta, Sungrow, Afore and ABB, we are not an authorised service agent to repair or replace and such warranty claim must be processed by the manufacturer as per their warranty policy. If problem is unsolved after contacting the manufacturer please feel free to contact us for assistance.

2.3 Micro Inverter(s)

i) Altenergy Power System (“APS”)

Powerark Solar is an authorised service agent of APS Micro Inverter who is eligible to process warranty claims on behalf of the manufacturer. For warranty claim please refer to Warranty Claim Process stated on this document.

ii) Other Micro Inverters

For Micro Inverters other than APS, we are not an authorised service agent to repair or replace. For warranty claim please contact directly to the manufacturer or their authorised service agent, or contact us for information.

2.4 Discontinued Inverters

If in any case(s) that the manufacturer or distributor is not reachable we will do our absolute best to arrange an alternative option to warrant the product sold by us. Proof of Purchase is required and mandatory.

3. Solar Mounting Systems

All mounting system sold by us comes with manufacturer warranty and which terms and conditions may differ from each brand. For any warranty claim on mounting systems please contact us for more information at support@powerarksolar.com.au.

4. Electrical Parts

Our electrical parts and components enjoys an express warranty which customer can return the defected parts to our warehouses for exchange, with below information:

- Description of Defect
- Proof of Purchase

5. Damages

Physical damage is not covered by our Limit Product Warranty and most of the manufacture warranties. Powerark Solar does not hold any liability of damage occurred during logistics and mishandling after goods received. Any damage found when goods received shall notify Powerark Solar as soon as possibility with 7 working days, or refuse of acceptance if delivered by a logistic company.

By accepting the goods by either pickup or delivery you understand that you will be liable to any damages occurred afterward. We reserve the right not to accept any claims after 7 days of pickup or delivery.

Terms and Conditions

6. Warranty Period

- a) This Limited Product Warranty is effective from the date of purchase or the starting date stated on the manufacturer's warranty terms, and whichever the expiry date is the earliest.
- b) The warranty period of products which covered by the Limited Product Warranty continues for the remaining period of original starting date stated in Clause (6a) after replacement, and shall not be extended and renewed in any circumstances.
- c) Proof of Purchase (Invoice or payment receipt) must be provided when submitting a claim under both Limited Product Warranty and Manufacturer Warranty to validate the warranty period.

For the length of product warranty please refer to the corresponding Manufacturer's warranty term, or contact your nearest Powerark Solar branch.

7. Limited Product Warranty does not apply to following circumstances

- a) Misuse, abuse, neglect, accident or transport damage of solar PV Module(s) and Inverter(s);
- b) Alteration, improper installation or application to the PV module(s) or inverter(s);
- c) Module(s) and Inverter(s) are not installed by a qualified company or qualified electrician;
- d) Incorrect or inappropriate operation of the module(s), inverter(s), PV system causing the malfunction of the product;

- e) Non-observance and of the user manual, the installation guide, and the maintenance regulations;
- f) Repair or modifications by someone other than written approved technician by Powerark Solar;
- g) Private modification on the module(s) or inverter(s);
- h) Removal of module(s) or invert(s) without inspection by qualified electrician approved by Powerark Solar;
- i) Failure to comply with manufacturer's requirement in installation, operation, and parts recommended;
- j) Force majeure, includes but not limited to lightning, flood, fire, over voltage of the grid, accidental breakage or events outside our control;
- k) Installation failure to comply with local electrical safety regulation or installation guideline set out by corresponding government body.
- l) Normal wear and tear of material.

8. Compulsory Documentation for Warranty Claim

- a) Proof of Purchase;
- b) Faulty Report Form with all required details completed (please refer to last page);
- c) Visual evidence (E.g. Photographs) of faulty units which can support the claim, and below details to be included:

(i) PV Module(s):

- Serial Number(s);
- Defected parts, components, and area;

(ii) Inverter(s):

- Specification label of the Inverter;
- LCD screen shows the Error Code, if there is any;
- Overview of the system setup, showing the DC Isolators, AC Isolators, and wiring of the connection to the inverter.

(iii) Others:

- Defected parts, components, and area;
- Please contact your nearest Powerark Solar branch for further information.

- d) Testing report of each faulty module(s) / inverter(s) from a qualified electrician or assigned by Powerark Solar;

9. Standard Process Time

We are committed to treat each case as unique and process as soon as we can. The general response time is within 48 hours once the warranty claim is lodged and received by us with all compulsory documentations listed on Section 3.

Processing time for a typical warranty claim will take up to two (2) weeks after approval. However, the processing time may be extended if due to the cause of the product is not

available during shortage, or product discontinued. In this case we will at our absolute best to offer an alternative within a reasonable time.

10. Returning the faulty Module(s) and Inverter(s)

Any faulty PV Module(s) or Inverter(s) should return to Powerark Solar at client's own cost within 14 working days starting from the date that the module(s) or inverter(s) is dispatched. Failure to do so will result in becoming liable to Powerark Solar for the amount equivalent to the retail price of these module(s) or Inverter(s) used for replacement at the time of products dispatched.

If product serial numbers reported in any claim does not match serial number of faulty units returned the same charge mentioned above would also apply. Products returning must be the same brand, same kind, and same quantity as reported. We reserve the right to apply full charge on the whole batch returned disregard the quantity which do not match these conditions.

11. Remedy and Labour Reimbursement

As required by Australian Consumer Law, for any minor problem we would offer either a repair or replacement. For major problem we would offer either replacement or refund if problem cannot be fixed. **This remedy only applies to Imported Products listed above in Section 1 and Section 2. For any other product please contact the manufacturer's local office or contact us for assistance.**

- a) String Inverter – Maximum \$150 including GST.
- b) Micro-Inverters – First unit \$100 including GST, and \$50 including for each units after with a maximum of \$300 including regardless the total number of micro-inverters need to be replaced per system per claim.
- c) All invoices must be sent within 30 days from replacement date.
- d) Reimbursement will not be credited or paid until the defected units are returned to the nearest Powerark Solar branch.
- e) Failure to comply with above invoicing instruction may result in payment delay.

For invoicing please include below details:

1. Invoice to Powerark Solar Pty Ltd;
2. Address: your nearest Powerark Solar branch address;
3. Case reference number;
4. End user's full name and job address;
5. Replacement date;
6. Details of the job;
7. Details of the product replaced.

We reserve the rights to chase and claim back any remedy provided if found that the repair and replacement was not completed, or completed not in accordance to the latest safety regulation.

12. Inspection and Service Fees



It is always your responsibilities to proof the product is faulty or not working as expected. For troubleshooting and warranty claim process please refer to Quick Warranty Guide for details.

In the situation that there is not enough evidence to proof the problem Powerark Solar is able to arrange a third party and qualified electrician to performance relative inspection and testing. The copy of inspection report will be forwarded to you for actions accordingly.

If the product is deemed faulty from inspection report –the cost will be covered by us and a replacement work will be conducted accordingly if necessary.

If the product is not deemed faulty from inspection report –you will be liable for the full invoice cost of inspection and testing, plus 10% service fee payable to us. Where the product is not faulty we will not be able to conduct any repair, replacement or rectification to the solar system, unless otherwise agreed with the electrician on your behalf.

Disclaimer

- a) By purchase of products covered under this Limited Product Warranty you are agreed to these terms and conditions stated above. You understand that it is you or your company's responsibility to contact Powerark Solar if there is any uncertainty or unclear in understanding or definition of these terms and conditions.
- b) We shall have no responsibility or liability for damage or injury to persons or property, or for other loss or injury resulting from any cause from use or installation of products sold by Powerark Solar. Under no circumstances shall Powerark Solar be liable for incidental, consequential, unexpected or unforeseen damages caused.
- c) Repair or replacement of faulty Module(s)/Inverter(s) must only be carried out by qualified electrician assigned, authorized, or approved by Powerark Solar in the form of writing, either by email or paper. Failure to comply may result in voiding this Limit Product Warranty or Manufacturer's Warranty.
- d) We will not provide any reimbursement in relation to any cost occurred during the process of repair, replacement, or return. This includes but not limited to any testing, inspection, labour, logistic cost unless specified in section 11 – Remedy and Labour Reimbursement.
- e) We reserve the right to change or amend this Limited Product Warranty in any time without prior notice and upon publish of the newest version the older version will be terminated. Please feel free to contact your nearest Powerark Solar branch for an updated copy.
- f) All testing and inspection must be done by a qualified electrician with a relative and valid licence. We shall have no responsibility or liability for damage or injury to persons or property, or for other loss or injury resulting from any cause from testing, inspection, or other relative actions performed by a disqualified personnel.
- g) We reserve the right of the final explanation and interpretation of the terms and conditions outlined in this Limit Product Warranty.

For all other enquires please see below our contact details:

 1300 887 557	 www.powerarksolar.com.au	 info@powerarksolar.com.au	 PowerarkSolarPL
---	---	---	--

	SYDNEY C8/391 Park Rd Regents Park NSW 2143 (02) 9643 2492	MELBOURNE 8 Longford Court Springvale VIC 3171 (03) 8555 2914	ADELAIDE 29 Gawler Ave Welland SA 5007 (08) 8340 1200	BRISBANE 2/74 Murdoch Cct Acacia Ridge QLD 4110 (07) 3711 5999	PERTH 1/26 Ernest Clark Rd Canning Vale WA 6155 (08) 9455 2380	TOWNSVILLE 2/9-11 Reward Cre Bohle QLD 4818 (07) 4774 6800
---	---	--	--	---	---	---

APPENDIX A (1)



Head Office
 Unit C8/391 Park Rd
 Regents Park NSW 2143

Contact
 1300 887 557
info@link-energy.com.au
www.link-energy.com.au

LINK ENERGY PV MODULES WARRANTY

Powerark Solar Pty. Ltd. ("we/our") provides the following limited warranty as the selected manufacturer makes themselves "warranty" as our customer and producer as it, according to the terms stipulated below.

1. This warranty is provided by Link Energy PV module manufacturer. We will keep records of the total number of all modules of all models supplied by us to the Australian market.

We claim that:

1. The modules will meet the performance and output, the manufacturer will not be liable for any problems, address arrangements for replacement / repair or otherwise, based on the performance of the modules and ODC.
2. If you have purchased the product in Australia, you should be aware that this warranty is provided in addition to other rights and remedies that you are entitled to under Australian Consumer Law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund if the goods fail to be of acceptable quality and the failure does not amount to a "major defect". Consumers are entitled to the right to a refund if the goods are not happy with the decision on the warranty claim. They can contact the manufacturer at complaints@powerark.com.au.

*Terms and Conditions apply.



APPENDIX A (2)

LIMITED WARRANTY OF PV MODULE

The warranty of Link Energy is underwritten by PowerArk Solar Pty ("PowerArk Solar", "we", "us", "our") in Australia and in conjunction with Limited Product Warranty set out by PowerArk Solar. Consumers of Link Energy will be able to rights set out under PowerArk Solar's Limited Product Warranty Terms if not stated herewith.

For a copy of PowerArk Solar Limited Product Warranty please email to support@powerarksolar.com.au

1.0 General

- 1.1 Warranty Start Date
Link Energy warranty starting and effective from the date of purchase or starting no longer than Six (6) months after modules dispatched from the factory, whichever occurs earlier.
1.2 Warranty Period
1.2.1 10 Years Limited Product Warranty
a) We warrant that the modules together with the factory-assembled DC connectors and cables are free from defects, if any, in materials and workmanship under normal application, use, installation and service conditions for a period of one hundred and twenty (120) months from the Warranty Start Date.
b) The warranty period shall be reduced due to defects in materials or workmanship during the period of one hundred and twenty (120) months from the Warranty Start Date, as proved by an independent testing agency that will be selected and confirmed by us and customer in advance. we will, at its sole option, either repair or replace the malfunctioning or inoperative modules.

- 1.2.2 25 Years Linear Performance Warranty
a) We warrant that the Degradation Rate shall not exceed the following for the period of twenty-five (25) years following the Warranty Start Date:
b) Monocrystalline Modules: (i) 0.10% in the first year; (ii) 0.7% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date; at which time the Actual Power Output shall be not less than 82.2% of the Nominal Power Output.
c) Polycrystalline Modules: (i) 0.25% in the first year; (ii) 0.7% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date; at which time the Actual Power Output shall be not less than 86.7% of the Nominal Power Output.
d) Within a period of twenty-five (25) years from the Warranty Start Date, any power as documented in Link Energy's product datasheet, and such loss in power is determined by PowerArk Solar, at its sole discretion, to be due to the module defects in material or workmanship attributed to PowerArk Solar and so proven by an independent testing agency who will be selected and confirmed by PowerArk Solar and customer in advance, we will, at its sole option and discretion, either (i) make up such loss in power by providing a replacement module at no cost to the customer, or (ii) provide a discount on subsequent modules including free shipping to the place applied by PowerArk Solar.

- 1.2.3 The repair or replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period set forth herein.
1.2.4 The warranty period of a replacement module will be continued from the Warranty Start Date of the defective unit.

1.3 Acceptance Period

- 1.3.1 If have any disagreement with the number, or the appearance, or the size, or the peak power, the feedback should be delivered to our company in writing after the arrival of the module(s) within 14 days.
1.3.2 If there is no objection in writing (including E-mail, registered letter, express, and fax) within the specified period, the module(s) will be considered accepted.
1.3.3 Beyond the specified period, the objection will be treated with as the usual module(s).

1.4 Power Testing

- 1.4.1 The power of the module(s) must be tested under the standard condition (STC).
1.4.2 STC: light spectrum of AM1.5, irradiation of 1000 W/m2, cell temperature of 25 C.
1.4.3 The measurements are carried out in accordance with IEC 61215 as tested at the junction box terminals per the calibration and testing standards of Link Energy valid at the date of manufacture of the PV-Modules. Link Energy's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

2.0 Exclusions and Limitations

- 2.1 The above limited warranty is not applicable as follow cases determined by us, at its sole discretion, such as:
2.1.1 Improperly operated or improperly used, to modify the installation program
2.1.2 Negligence with storage, transportation or other transportation,
2.1.3 Damaged by repaired or modified (in whatever manner) by anyone other than our installed, or not in accordance with module installation instruction provided by our company.
2.1.4 Our company doesn't take any responsibility for the second-hand module(s), which are from the disassembled or used module which have been installed.
2.1.5 Further exclusions of the limited warranty include following case:
2.1.6 Caused by external impacts, for example, the system components (such as bypass diodes, junction box, connector, etc.) coupled with the module(s) run-by our company, or the module(s) defects caused by defective system design, configuration or installation.
2.1.7 Caused by faulty wiring or installation, or faulty handling during those modules work in operation in inappropriate environment or with inappropriate methods, which deviates from the instructions in product specification, or operational manual or product label.
2.1.8 Caused by other external impacts such as mud or leaves on the front glass, shock, pollution or damage due to smoke, salt, acid rain, etc.
2.1.9 Caused by use on mobile objects such as automobiles, ship, etc.
2.1.10 Caused by the use of the module(s) in any other circumstances, such as circumstances outside of the scope of the intended use of our company, for instance, earthquake, typhoon, whirlwind, volcanic eruption, flood, lightning, fire, war, riot, strike, etc.
2.1.11 Caused by customer specified material or by customer provided OEM material, or caused by customer specified design, not by process.

- 2.2 These "Limited Warranties" as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of PowerArk Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by PowerArk Solar. PowerArk Solar shall have no responsibility or liability for 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 PowerArk Solar be liable for incidental, consequential or special damages or other special loss of damages, however caused.

- 2.3 Under no circumstances shall our company be liable for incidental, consequential, punitive or special loss of damages, however caused.
2.4 Limited warranty does not bear the following costs: including but not limited to the costs of module(s) installation, dismantling, re-installation and / or removal, the cost of transportation, the cost of materials, the cost of labor, the cost of product loss and the cost incurred by self-arrangement-based, the customer's distance or other costs for return of the module(s).
2.5 Our company's aggregate liability, if any, in damages or otherwise, shall not exceed the module value as paid by the customer, for the single unit of module.
2.6 If the module(s) type / serial number has been altered, removed or cannot be identified, then the customer will no longer have the appropriate warranty.

3.0 Limitation of Warranty Scope

This warranty 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 PowerArk Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by PowerArk Solar. PowerArk Solar shall have no responsibility or liability for 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 PowerArk Solar be liable for incidental, consequential or special damages or other special loss of damages, however caused.

4.0 Making the Claim

- 4.1 If the customer has a justified claim covered by this limited warranty, an immediate notification shall be delivered to our company in writing (including the E-mail, the registered letter, the express, and the fax).
4.2 Together with the notification, the customer should enclose the evidence of the claim (such as photos, power test report, etc.), the information of the module(s) type/serial number, the date of purchase, and the warranty.
4.3 If the claim is applicable, our company will give advice on handling the claim.
4.4 The return of any PV modules will not be accepted unless prior written authorization has been received from our company.
4.5 In connection with the Limited Warranty, our company shall reimburse customer for reasonable, customary and documented transportation charges by sea freight for both the return of the modules and re-shipment of any repaired or replaced modules, only if this cost is authorized by our company.

5.0 Transferability

This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when Module(s) remain at their original installed location upon satisfactory proof of succession or assignment.

6.0 Availability

If a part, provision or release of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity of the other parts, provisions, clauses or applications of this Limited Warranty, and to the extent that other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

7.0 Disputes

- 7.1 No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought against our company less than three (3) months after the cause of action has accrued.
7.2 In the event of a dispute, the court of competent jurisdiction, the seat of the original local legal institute such as Frankfurt (GmbH) or TUV or ASUJ shall be involved as a technical evidence to judge the claim finally.
7.3 PowerArk Solar Pty, have right to choose the legal institute mentioned above.

8.0 Variables

The repair or replacement of the modules or the supply of additional modules does not extend the warranty period. The warranty period shall be the original warranty period for the Solar PV. We shall, at its own option, deliver another type of PV modules (different in size, color, shape, or power), either a new brand or the original one. In case that PowerArk Solar Pty, has discontinued producing the module in question at the time of the claim.

9.0 General Terms

- 9.1 Our company has the right to deliver another type of module with difference in price than the original one, if the customer's company discontinues producing the replaced modules at the time of the claim.
9.2 The repair or replacement of the modules or supply of additional module neither renews nor extends the period of the warranties.
9.3 Any replaced module is the property of our company.
9.4 In principle, the limited warranty only applies to the original client (including the first buyer and the owner of the PV modules' total installation site). When the ownership of the PV modules has been changed and the PV modules were still returned on initial installation site and not be modified, the limited warranty can be transferred to the new owners of the PV modules, and please notify our company at the first time and submit the declaration to the local tax authorities.