



## LINK ENERGY WARRANTY

Powerark Solar Pty. Ltd. (hereafter "our company"), provides following limited warranty on the terrestrial photovoltaic modules (hereafter "modules") to our customer and produced by it, according to the items stipulated below. We Powerark Solar Pty. Ltd. are the importer of Link Energy PV module verify that we both will keep records of the serial numbers of all modules supplied by us to the Australian market.

We claim that:

1. 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 cooperate with consumer authorities and CEC.
2. 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.

3. If the customers are not happy with the decision on the warranty claim, they can escalate the matter to: [complaints@powerarksolar.com.au](mailto:complaints@powerarksolar.com.au)

### **Effective Date:**

This Limited Warranty document is effective from 13 June 2017.



## LIMITED WARRANTY of PV MODULE

### 1 General

#### 1.1 Warranty Start Date

We Powerark Solar P/L warrants its modules performance starting from the date of sale to the first customer installing (for their own use) the modules ("customer") or starting at the latest 6 months after modules dispatch from our factory, whichever occurs earlier (the "Warranty Start Date").

#### 1.2 Warranty Period

1) The limited product warranty period is ten (10) years. Powerark Solar P/L warrants 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. If modules malfunction or become inoperative modules due to defect in material 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 Powerark Solar P/L and customer in advance, we will, at its sole option, either repair or replace the malfunctioning or inoperative modules. 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.

2) The limited Linear Performance warranty

Subject to Exclusions and Limitations herein, Powerark Solar P/L warrants that:

2.1) Module power output no less than 97.5% of the nominal peak power specified on the respective datasheet or module label at Standard Testing Condition (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per M2 and (c) a cell temperature of 25 degrees Celsius at right angle irradiation.) within the first year from the date of delivery to the end customers but not later than 6 months after delivery to the first purchaser from Powerark Solar (the "warranty start date"), or power output declining by no more than 0.7% per year of the nominal peak power as specified on the respective datasheet at STC from the 2<sup>nd</sup> year to 25<sup>th</sup> year. Consequently, at the end of the twenty-fifth year from the "warranty start date", the modules will still produce a power output of at least 80.7% based on the stated nominal output at STC.

2.2) Provided that, within a period of twenty-five (25) years from the Warranty Start Date, any module exhibits a power output less than the warranted limited Linear Performance as documented in Link



Energy's product datasheet, and such loss in power is determined by Powerark Solar P/L, at its sole discretion, to be due to the modules' defects in material or workmanship attributed to Powerark Solar P/L and so proven by an independent testing agency who will be selected and confirmed by Powerark Solar P/L and customer in advance, we will, at its sole option and discretion, either (1) make up such loss in power by providing to customer additional modules; or (2) repair or replace the defective modules including free shipping to the place supplied by Powerark Solar P/L.

3) This limited Linear Performance Warranty only applies to:

Polycrystalline – PILOT and PLUTO Series

Monocrystalline – MARS and JUPITER Series

### 1.3 Acceptance Period

- 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 30 days.
- 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.
- 3) Beyond the specified period, the objection will be treated with as the used module(s).

### 1.4 Power Testing

- 1) The power of the module(s) must be tested under the standard condition (STC)
- 2) STC: light spectrum of AM1 .5, irradiation of 1000 W/m<sup>2</sup>, cells temperature of 25°C
- 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 Exclusions and Limitations

2.1 The above limited warranty is not applicable as follow cases determined by our company, at its sole discretion, such as:



- 1) Improperly operated or improperly used;
- 2) Presume to modify the installation program;
- 3) Negligence with storage, transportation or other transshipment;
- 4) Damaged by repaired or modified (in whatever manner) by anyone other than our company;
- 5) Installed not in accordance with module installation instruction provided by our company.

2.2 Our company doesn't take any responsibility for the second-hand module(s), which are from the disassembled or resold module which have been installed.

2.3 Further exclusions of the limited warranty include following case:

- 1) Caused by external impacts, for example, the system components (such as bypass diodes, junction box, connector, etc.) coupled with the module(s) non-by our company, or the module(s) defects caused by defective system design, configuration, and structure diagram or installation program;
- 2) Caused by faulty wiring or installation, or faulty handling during these modules work;
- 3) Caused by operation in inappropriate environment or with inappropriate methods, which deviates from the instructions in product specification, or operational manual or product label;
- 4) Performance loss caused by other external impacts such as mud or leaves on the front glass, shade, pollution or damage due to smoke, salt, acid rain, etc;
- 5) Caused by use on mobile objects such as automobiles, ship, etc;
- 6) Caused by force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of our company, for instance, earthquake, typhoon, whirlwind, volcanic eruption, flood, lightening, fire, war, riot, strike, etc;
- 7) Caused by customer specified material or by customer provided OEM material, or caused by customer specified design, not by process.

2.4 These "Limited Warranties for PV modules" 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 of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of our company, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by our company.



2.5 Under no circumstances shall our company be liable for incidental, consequential, punitive or special loss or damages, howsoever caused.

2.6 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 storage costs of unrepaired or repaired module(s), the costs of product land transport, the costs incurred by self-arrangement-test, the customs clearance or other costs for return of the module(s).

2.7 Our company's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of module.

2.8 If the module(s) type/ serial number has been altered, moved or cannot be identified, then the customer will no longer have the appropriate warranty.

### **3 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 P/L, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Powerark Solar P/L. Powerark Solar P/L 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 Powerark Solar P/L 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. Powerark Solar P/L's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer, for the single unit of modules.

### **4 Obtaining Warranty Performance**

4.1 If the customer has a justified claim covered by this limited warranty. An immediate notification shall be delivered to our company in writhing (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-module will not be accepted unless prior written authorization has been given by 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 reshipment of any repaired or replaced modules, only if this cost is authorized by our company.

## **5 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 Severability**

If a part, provision or clause of this Limited Warranty, or the application there of 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, and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

## **7 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 case of discrepancy in a warranty-claim, the test result of a first-class international test institute such as Fraunhofer ISE or TUV or ASU shall be involved as a technical evidence to judge the claim finally.

7.3 Powerark Solar P/L have right to choose the test institute mentioned above.



## **8 Various**

The repair or replacement of the modules or the supply of additional modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Warranty be extended. Any replaced modules shall become the property of Powerark Solar P/L. We shall at its own options to 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 P/L has discontinued producing the module in question at the time of the claim.

## **9 General Terms**

9.1 Our company has the right to deliver another type of module with difference in size, form, color, and/or power in case our company discontinued 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' initial installation site). When the ownership of the PV modules has been changed and the PV modules were still reserved 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.