

Limited Product Warranty PARTS | POWER | LABOUR *Australia*

Solaria PowerXT® Modules



Dear Solaria solar system buyer,

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

The limited product warranty for Solaria solar panels in Australia is provided to you by Solaria Australia Pty. Ltd (Solaria), established in Melbourne, Victoria.

All warranty claims are handled by Solaria directly, so you can have complete peace of mind.

We hope you enjoy your beautiful Solaria system.

All the best, The Solaria Corporation



Important Information

25-Year Limited Product Warranty for Parts, Power & Labour

PowerXT panels are tested and certified to the highest quality standards ensuring reliable power generation day in and day out. Our products are rigorously tested internally and in the field; and certified by global testing agencies. Solaria's industry-leading limited product warranty covers Parts, Power and Labour.

Registered Office

Solaria Australia Pty. Ltd. c/o Russell Kennedy Level 12, 469 La Trobe Street Melbourne, Victoria 3000 Australia solaria.com/australia

T: +61 417 948 319

Email: info-au@solaria.com

Corporate Headquarters

The Solaria Corporation 1700 Broadway Oakland, CA 94612 USA solaria.com

T: +1 510 270 2507 **Email:** info@solaria.com

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**) for the latest information.

For Solaria patent information refer to solaria.com/patents/

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Limited Product Warranty Statement - Products and Services

SOLARIA PowerXT® MODULES

This Limited Product Warranty Statement covers the Solaria products ("Products") and installation services ("Services")purchased by you, or a successor owner of the Products, at the site of the original installation ("Customer"). Applicable Products are defined as Solaria solar modules developed for the residential market (PowerXT-xxxR and PowerXT-xxxR-AC) or commercial market (PowerXT-xxxC) where "xxx" is the power rating of the module.

1. LIMITED PRODUCT WARRANTY:

- (a) This Limited Product Warranty constitutes the Customer's agreement with Solaria and will apply to your Accepted Order in accordance with the Solaria Terms and Conditions of Sale (Terms). 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 and any other applicable laws and regulations. Solaria will cover reasonable delivery costs of any replacement Products or parts sent to customer.
- (b) Solaria's Products and Services 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 Australian Consumer Law, Solaria provides customers with the following warranty.
- (d) Solaria warrants that for a period of 25 years from the date of shipment as noted on the Accepted Order (Defective Product or Part Warranty Period), the Products will be free from defects in material and workmanship, under normal conditions and when used in accordance with its documentation and subject to the Warranty Exclusions. If during the Warranty Period, a defect is confirmed in relation to a product or part in accordance with Section 2 below (Defective Products), Solaria will, at its sole obligation and Customer's exclusive remedy, repair or replace the warranted Product or parts at no cost to the customer. Defective Products or parts may be replaced with either new or factory refurbished or remanufactured Products or parts.
- (e) Solaria further warrants that for a period of 25 years from the date of shipment as noted on the Accepted Order (Loss of DC Power Warranty Period), the loss of DC power output relating to the initial guaranteed power which is defined as Peak Power Watts Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax (%)-as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed:
 - 2.0% in the first year, thereafter 0.5% per year, ending with 86.0% in the 25th year after the date of shipment.
 - For AC Modules: The DC power output of the module is determined prior to the AC unit input.

- (f) In during the Limited Product Warranty Period, the DC power output of the Product substantially deviates from the levels specified above, as a result of a Product defect that is confirmed in accordance with Section 2 below, Solaria will, as its sole obligation, elect to either:
 - 1. repair or replace the warranted Product or parts thereof, or
 - **2.** issue a credit to Customer equal to the depreciated value of the Product (using 25-year life) attributable to the deficient power output.
- (g) In the event of a Solaria product used in a large field to be defined as larger than 500 panels unless otherwise agreed the average power of an array of panels will be used to establish whether an individual panel must be replaced or credit given. For example, if the average power value of an array is 94% after 10 years of operation but an individual panel is at 90%, the array power would be deemed acceptable and the individual panel in question would be replaced or credit given solely at Solaria's discretion.
- (h) In the event a Product fails to meet the Limited Product Warranty as detailed in Section 1, 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).

2. LIMITED PRODUCT WARRANTY CLAIM PROCESS:

To make a claim under this Limited Product Warranty Statement, Customer should contact Solaria as follows:

Solaria Warranty Claims

T: +61 417 948 319

Email: warranty-au@solaria.com

Solaria reserves the right to validate warranty claims and determine power losses on Customer's premises if necessary and Customer agrees to provide access to relevant records and Products. Solaria reserves the right to have the cause of module failures or power loss verified and/or determined by reputable independent third party testing laboratories such as PI Berlin, CSIRO Energy Centre, Sandia National Labs, or a mutually acceptable third party lab. Repaired or replaced Products will be subject to this Limited Product Warranty Statement for the remainder of the original Product warranty period.

For claims related to the AC unit or AC Power Output of the PowerXT-xxxR-AC, Customer's should first contact Enphase at 1800 006 374 or refer to the Enphase standard warranty located at: https://enphase.com/global/au

Please follow Solaria's directions as to what to do next.

3. LIMITED PRODUCT WARRANTY EXCLUSIONS:

THIS LIMITED PRODUCT WARRANTY STATEMENT DOES NOT APPLY TO PRODUCTS THAT HAVE BEEN SUBJECT TO:

- (a) Use that is not consistent with Products' intended purpose and in accordance with Products' documentation;
- (b) Misuse, damage, abuse, neglect or accident; alteration, improper installation, application or removal, placed or mounted in an unsuitable physical or operating environment or maintained improperly; power failure or voltage surges, 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 storage;
- (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 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) Any error, omission or defects caused by third party designs, data or technology.
- (j) Defects that result in reduced power output but does not render the power output of the Product below the Solaria's minimum warranted power output.
- (k) Inadequate or complete lack of maintenance.
- (I) Chemical or electrical influences.

This Warranty Statement does not cover Demo Products which are sold to you on an 'as is' basis, as outlined in the Terms provided to you.

4. COSTS:

The Customer will be responsible for any ancillary costs associated with making a claim, such as:

- (a) any travel outside of the area normally serviced by Solaria or any associated repair agent authorised by Solaria;
- (b) all costs related to gaining access to unsafe (e.g. high) or restricted locations; and
- (c) any and all arrangements required to create safe access for the service representative to service the product; this includes making clear access to and from the unit (e.g. moving furniture etc.).

If applicable, Solaria will also provide information regarding how to claim back any expenses the Customer may incur.

5. LIMITATION OF LIABILITY:

- (a) Except to the extent required by law, all consumer guarantees, representations, warranties, terms and conditions in relation to the products (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law
- (b) To the fullest extent permitted by law, Solaria excludes all liability for damage or injury to any person, damage to any property, and any indirect consequential or other loss or damage.

(c) IN NO EVENT SHALL SOLARIA'S LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT OR CUSTOMER'S USE OF THE PRODUCT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE DEFECTIVE PRODUCT, AS EVIDENCED BY THE ORIGINAL INVOICE. 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:

This Limited Product Warranty Statement is governed by and are to be construed in accordance with the laws of Victoria. 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.

SOLARIA® Power Unlocked by Design

Solaria Australia Pty. Ltd.

c/o Russell Kennedy Level 12, 469 La Trobe Street Melbourne, Victoria 3000 Australia T: +61 417 948 319

www.solaria.com/australia