

## Limited Warranty for flexible lightweight module for the Australian Market

Das Solar Co., Ltd. (abbr. as “ Das Solar”) provide the following limited warranty for customers who install Das Solar flexible lightweight PV modules( abbr. as “Products”) ;

### 1. Warranty Start Date

The warranty start date is the date of installation of the products or 90 days after the delivery of the products to the customer, whichever date is earlier.

### 2. Limited Product Warranty

Das Solar warrants that the product will be no defects in materials and workmanship for a period of 10 years from the warranty start date (as define below). If the product does not meet this warranty during the 10-year warranty period, Das will decide to repair or replace the product, or refund the customer with the current market price.

After the product is delivered to the customer, any changes in appearance of the product (including but not limited to scratches, stains, mechanical wear, rust, mildew) are not covered by the warranty. The right of the customer under Sec 3 shall remain unaffected.

### 3. Limited Power Output Warranty

#### 3.1 Maximum output power warranty

Das Solar warrants that the power loss of the product will not exceed the following values for a period of 25 years commencing on the warranty start date.

- 1) For P-Type Monocrystalline Flexible lightweight Module:2.50% in first year, thereafter 0.5% per year, ending with no less than 85.5% in the 25th year after the warranty start date.

Only applicable to the following module type:

DAS-LOJP-\*\*\*;

#### 3.2 Limited Remedy

During the warranty period, if the product is tested by third-party test institute designated or approved by Das Solar, the output power is lower than the above-mentioned conditions, and it is proved that the power loss is caused by Das Solar. After the customer provides relevant written evidence, Das Solar will choose one of the following remedies to remedy the situation.

- 1) Additional products are provided to compensate for the power loss portion, or refund the residual value of defective products at current market prices.
- 2) Repair or replace the defective product for free, and bear the shipping costs.

The remedy provided is the sole and exclusive remedy under the Limited Power Warranty. Defects due to material and process problems shall be given to the after-sales program in accordance with the "Limited Product Warranty" clause, and the "Limited Power Output Warranty" will not cover for power loss due to the above defects.

#### **4. Non-independent warranty**

The customer has the right to make a claim for the above warranty terms. If a warranty event meets multiple warranty terms at the same time, when Das Solar has given a remedy for this incident, Das Solar believes that other warranty terms have been resolved.

#### **5. Exclusions and Limitations**

5.1 In any event, all warranty claims require customers must be in writing to Das Solar or its authorized distributors proposed to be effective and should provide written evidence in the warranty period. If the enquiry confirms that the distributor who purchased the batch has not paid the account to Das Solar, Das Solar has the right to refuse to process the claim.

5.2 The aforementioned "Limited Warranty" does not apply to products in the following cases:

- 1) Failure to comply with the requirements of Das Solar's user manual;
- 2) Please confirm the dismount solution with DAS Solar before dismounting solar modules, the warranty for dismounted modules will expire if the modules are dismounted without consent of DAS Solar;
- 3) Exposure to any following: extreme heat or extreme environmental conditions, or rapid changes in the environment, corrosion, oxidation, unauthorized modification or connection, unauthorized opening, repairs with unauthorized spare parts, accidents, Natural forces, influence from

chemical products, or other acts beyond Das Solar's reasonable control (including but not limited to damage by fire, flood, snowstorm, typhoon, thunder, hail, terrorist, war, riot, strike, etc.)

- 4) Service technicians who are considered to be unqualified according to the relevant laws and regulations of the place of installation provide services to the products;
- 5) The product's type, nameplate or the serial number of the product have been changed, erased or made illegible;
- 6) Misuse, abuse, negligence or accident;
- 7) External auxiliary mounting structure causes product damage. There is a defect in the building where the product is placed;
- 8) Exposure to voltage in excess to the maximum system voltage or power surge;
- 9) Other uncontrollable events not listed.

5.3 The aforementioned limited warranty only cover shipment shipping costs for repair or replacement of products by Das Solar. Without permission from DAS Solar, Any costs incurred in returning the product to Das Solar or its authorized distributors, Clearance fees, and any costs incurred in installing, removing or reinstalling the products are the responsibility of the customer.

## **6. Limited Warranty Coverage**

This Limited Warranty replaces and excludes all other warranties, including but not limited to warranties of merchantability, guarantees of fitness for a particular purpose or application, and does not infringe the rights of third parties, including but not limited to intellectual property, and is a property of Das Solar's responsibility or obligation, unless expressly signed by Das Solar's CEO. If not prohibited by local laws or regulations, any natural or tangible property damage caused by or caused by the product itself, including but not limited to the product itself or any defects in its use or installation, Das Solar Will not assume any responsibility or obligation. All other claims under this this Limited Warranty against Das Solar shall be excluded. Under this Limited Warranty, Das Solar is not responsible for any special, incidental or consequential damages (including loss of profits, business interruption risk, loss of power generation, loss of reputation, delays damages) whether or not the claims are based on contract, warranty, negligence or strict liability. If Das Solar is liable for damage or other liability to the customer, the cumulative compensation shall not exceed the total

value of the product paid by the customer.

#### **7. Warranty performance**

The customer shall notify Das Solar at their local Customer Service Center or Authorized Distributor to obtain the warranty service provided in this Limited Warranty. The notification should include, but are not limited to, a description of the problem, the complete serial number of the product, a photo of the defect, test data, a copy of the commercial invoice, and the date of purchase. If the product needs to be returned for testing, repair or replacement, Das Solar will provide a Return Authorization Letter to the customer. Das Solar do not accept any products without the Return Authorization Letter. If the returned product is checked by Das Solar and it is judged that it is not a warranty problem, Das Solar will not be responsible for the repair, replacement and compensation of the product. The customer is responsible for the transportation cost. In addition, all replacement products that are pre-delivered to the customer are owned by Das Solar, and the customer should return the product or pay the product.

#### **8. Dispute**

Disputes in the warranty claim shall be finalized by a third-party test institute designated or approved by Das Solar. Unless otherwise stated in the award, all costs shall be borne by the losing party.

#### **9. Product recalls**

When a batch of modules is found to present a safety risk or does not comply with a mandatory standard or ban and is required to be recalled, product recall will be conducted in accordance with the ACCC Product Safety Recall Guidelines.

(available at <http://www.productsafety.gov.au/publication/consumer-safety-recall-guidelines>).

#### **10. Other**

When Das Solar repairs or replaces defective products, the warranty period of the products is not delayed or extended. The warranty period for replacing or repairing the products is the remaining warranty period of the original products. Any replaced product is owned by Das Solar. If Das Solar do not produce this type of product during the complaint period, Das Solar may provide other models (different sizes, colors, shapes or powers).

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 a consumer at 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 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.

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