

## Warranty Terms 2018 – ZA1ZDNY Module Series

### Limited Warranty for PV Modules

#### 1. Limited Product Warranty – Ten Years Repair, Replacement Remedy

Beijing Hua Xin Liu He Investment (Australia) Pty Ltd. (Zeus Appollo Solar) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending one hundred and twenty (120) months, Zeus Appollo Solar will, at its option, either repair or replace the product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the one hundred and twenty (120) months period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Near Linear Performance Warranty”).

#### 2. Near Linear Performance Warranty for 25 years

- No less than 97% of nominal output power in the first year.
- No more than 0.7% annual declination based on nominal output power after the second year.
- 25-year warranty at 80.2% of nominal output power.

The power loss in the first year is less than 3%, and the Maximum Loss of Power is 0.7% in the following years. Based on the following formula of power declination:  
Percentage of the minimum “Peak Power at STC”<sub>1</sub> = 100% - (1 - 97%) - 0.7% \* (X - 1),  
X stands for the year.

If, within a twenty five year period from the date shown in the invoice to the CUSTOMER, any MODULE(s) exhibits a power output less than the Percentage of the minimum “Peak Power at STC”<sub>1</sub> as specified at the date of invoice in Zeus Appollo Solar’s Product Information Sheet, provided that such loss in power is determined by Zeus Appollo Solar ( at its sole and absolute discretion ) to be due to defects in material or workmanship, Zeus Appollo Solar will repair such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power, or by replacing the defective MODULE(s) at the option of Zeus Appollo Solar.

For example: The modules have been used for 25 years, the Percentage of the minimum “Peak Power at STC”<sub>1</sub> = 100% - ( 1 - 97% ) - 0.7% \* ( 25 - 1 ) = 80.2%

If, within a period of twenty five (25) years from the date shown in the invoice to the CUSTOMER, any MODULE(s) exhibits a power output less than 80.2% of the minimum “Peak Power at STC”<sub>1</sub> as specified at the date of invoice in Zeus Appollo Solar’s Product Information Sheet, provided that such loss in power is determined by Zeus Appollo Solar (at its sole and absolute discretion) to be due to defects in material or workmanship, Zeus Appollo Solar will repair such loss in power by either providing additional MODULES to the CUSTOMER to make up for such loss in power or replacing the defective MODULE(s), at the option of Zeus Appollo Solar.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Near Linear Performance Warranty”.

### **3. Exclusions and Limitations**

(1) In any event, all warranty must be filed within the applicable warranty period.

(2) The “Limited Product Warranty” and the “Near Linear Performance Warranty” do not apply to any MODULES which have been subjected to:

Misuse, abuse, neglect or accident; Alteration, improper installation or application;  
Non-observance of Zeus Appollo Solar’s installation and maintenance instructions;  
Repair of modifications by someone other than an approve service technician of Zeus Appollo Solar;  
Power failure surges, lighting, flood, fire, accidental breakage or other events outside Zeus Appollo Solar’s control.

(3) Both, the “Limited Product Warranty” and “Near Linear Performance Warranty” do not cover any transportation charge, customs clearance or any other costs for return of the MODULES, or for reshipment of any repaired or replaced MODULES, or costs associated with installation, removal or reinstallation of the PV-modules.

(4) Warranty claims will not be honoured if the type or serial number of the MODULES have been altered, removed or made illegible.

### **4. Limitation of Warranty Scope**

This “Limited Warranty 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 Zeus Appollo Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Zeus Appollo Solar. Zeus Appollo Solar 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 MODULE, or from use or installation. Under no circumstances shall Zeus Appollo 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.

### **5. Obtaining Warranty Performance**

If the CUSTOMER has a justified claim covered by this “Limited Warranty for PV Modules”, an immediate notification directly to Zeus Appollo Solar shall be filed by mailing a [registered/certified] letter in writing to the address of Zeus Appollo Solar listed hereunder, or, sending an email letter to the email account of Zeus Appollo Solar 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 invoice on which the MODULES have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization has been given by Zeus Appollo Solar.

### **6. Severability**

If a part, provision or clause of this “Limited Warranty for PV Modules”, or the application thereof 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 for PV Modules”, and to this end such other parts, provisions,

clauses or applications of this "Limited Warranty for PV Modules" shall be treated as severable.

## 7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ 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 Zeus Appollo Solar.

## 8. Various

The repair or replacement of the MODULES or the supply of additional MODULES, does not invoke the application of new warranty terms, nor shall the original terms of this "Limited Warranty for PV-Modules" be extended. Any replaced MODULES shall become the property of Zeus Appollo Solar for their disposal or otherwise as they see fit. Zeus Appollo Solar has the right to deliver another type (different in size, color, shape and/or power) in case Zeus Appollo Solar discontinued producing the replaced MODULES at the time of the claim.

## 9. Warranty Transfer

This warranty is not transferable.

## 10. Force Majeure

Zeus Appollo Solar 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 Zeus Appollo Solar. In such cases, performance by Zeus Appollo Solar of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 11. Validity

"Limited Warranty for PV Modules for \*\*\*\* PV Modules" is valid for all MODULES of

ZA1ZDNY-\*\*\*\*\*from xxxxxxxx----xxxxxxxxxx  
produced from xxxxxxxx to xxxxxxxx

1 "Peak Power at STC" is the power in Watt peak that a PV- module generates in its Maximum Power Point. "STC" are as follows:

- (a) Light spectrum of AM 1.5, (b) an irradiation of 1000 W/m<sup>2</sup> and (c) a cell temperature of 25 degree centigrade at right angle irradiation.

*Note: STC – Standard Test Conditions*

## 12. Module Failure

In the event of a module failure, inform the installer/reseller. If the installer/reseller cannot be contacted or has ceased business activities, then contact Zeus Appollo Solar.

### **13. Batch Defects**

In the event of a batch defect, Zeus Appollo Solar will liaise with its distributors and the Clean Energy Regulator to locate impacted products. The product will be traceable via the unique serial numbers, which are recorded in the process of each sales transaction and installation. Zeus Appollo Solar will work with the appropriate authorities to ensure that consumers in possession of impacted products receive an appropriate remedy in a timely manner as per this warranty policy.

### **14. Consumer Rights**

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. 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.

### **15. Contact Us**

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