

**LIMITED WARRANTY FOR SUN EARTH
DXP/DXM MODEL SOLAR MODULE**

2022

WARRANTY CLAUSES:

ARTICLE 1: GENERAL TERM:

Ningbo Sun Earth East Solar Co.,Ltd.(hereafter is simplified as “Sun Earth”) provides the Limited Warranty for Sun Earth Brand DXP/DXM model Solar Module (hereafter is simplified as “MODULE”) to the direct client (hereafter is simplified as “client”) that purchases the MODULE from Sun Earth.

The MODULE means the PV solar modules produced by Sun Earth, including factory-assembled DC connectors , junction box and cables (if any).

Unless otherwise specifically notified from Sun Earth, this Limited Warranty is only available in the country or area where client has taken delivery of the MODULE. Questions should be provide to Sun Earth directly.

ARTICLE 2: SUN EARTH LIMITED WARRANTY FOR THE MODULES

Sun Earth warrants its MODULE to be free from defect in materials and workmanship, and satisfy the specification issued by Sun Earth when the MODULE are loaded in the containers for shipping.

If under normal application, installation, use and service conditions, the MODULE fail to meet the minimum performance requirements as set forth in the Sun Earth MODULE specifications, Sun Earth will provide limited product warranty or limited power warranty to the client.

Sun Earth guarantee each MODULE and its associated DC connectors, Junction box and cables (if any) do not present any major design, material or workmanship defects that affect the performance of the MODULE, And the MODULE are in accordance with the official specifications issued by Sun Earth. If under normal installation, application, use and service conditions, the MODULE can not work well, Sun Earth will provide “Limited Product Warranty” or “Limited Power Warranty” . Major defects do not contain MODULE’ normal wear.

1. Limited Product Warranty -10 years (120 Month)

Under normal application, installation, use and service conditions, if MODULE fail to conform to this limited product warranty due to defects in material or workmanship, then for a period ending ten(10) years from date of sale as shown in the invoice or contract issued by Sun Earth. Sun Earth will, at its option, either repair or replace or refund the purchase price as paid by the client for these defective MODULE. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the ten (10) years period set forth herein.. This warranty remedy is to the direct client only. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under “Limited Power Warranty – Linear Decay” as follows.

2. Limited Power Warranty – Linear decay

Under normal application, installation, use and service conditions, Sun Earth provides power linear decay warranty according the following rate :

1) Mono-crystalline MODULE : The first year is 2.5% ; Then it should not be more than 0.6% each year started from second year until to the thirty (30) years . Following the warranty start date, at which time the actual power output of the MODULE should be no less than 83.3% of the nominal power output within 25 years from the date of the warranty. The actual power output of the MODULE should be no less than 81.0% of the nominal power output within 30 years from the date of warranty.

2) Poly-crystalline MODULE: The first year is 2.5%; Then it should not be more than 0.6% each year started from second year until to the thirty (30) years. Following the warranty start date, at which time the actual power output of the MODULE should be no less than 83.3% of the nominal power output within 25 years from the date of the warranty. The actual power output of the MODULE should be no less than 81.0% of the nominal power output within 30 years from the date of warranty.

3) " Nominal power output (P1)" means the power of MODULE identified in "Watt" on the original label of MODULE, and the nominal power output does not contain any positive tolerances that may actually exist in the MODULE. "Actual power output (P2)" means the peak power of MODULE measured under standard test conditions (STC), excluding test errors. The "Degradation Rate (DR)" shall be calculated in accordance with the following formula, expressed as a percent:

$$DR=1.0- P2/P1.$$

Note: standard test conditions (STC) refer to: spectrum AM1.5; corresponding irradiance 1000 W/m²; Cells temperature 25°C±2°C.

4) If the client considers that the MODULE does not meet the limited warranty requirements promised confirmed by Sun Earth as being caused by materials or manufacturing. Direct customers can request limited power warranty from Sun Earth within thirty (30) years from the date of purchase as shown in the invoice or contract obtained from Sun Earth. Sun Earth will have the right to choose to provide additional MODULE to the client to compensate the power loss, or to replace defective MODULE at the option of Sun Earth.

ARTICLE 3: WARRANTY EXCLUSIONS AND LIMITATIONS

The "Limited Product Warranty" and the "Limited Power Warranty" do not apply to any MODULE, which have been subjected to:

- 1). The date provided by the client has exceeded the last day of the warranty
- 2). Improper application, installation, use and service; or non-observance of Sun Earth's installation and maintenance instructions;
- 3). Repair or modifications by someone other than an approved service technician of Sun Earth.
- 4). Misuse, abuse, neglect or accident;
- 5). In the event of any fire, earthquake, explosion, war, commotion , lighting, hail, flood, power failure incident, strikes, accidental breakage, act of god or events outside Sun Earth's control.
- 6). The MODULE' appearance, configuration, type, serial number or label has been altered, destroyed, removed, ripped off or made illegible.

7). The damage caused by improper transportation or third party.

ARTICLE 4: OBTAINING WARRANTY SERVICE

If the client feels a justified claim covered by this “Limited Warranties for solar modules”, the customer must provide a written notification to Sun Earth immediately. Together with the notification, the client should include the evidence of the claim with the corresponding serial number of the MODULE and the invoice on which the MODULE have been purchased. Sun Earth will appoint technicians to validate the claim.

The client shall not take down or remove the defective MODULE or return defective MODULE to Sun Earth without prior written authorization from by Sun Earth.

The repair or replacement of the MODULE or the supply of additional MODULE does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for SOLAR MODULE” be extended. Any replaced MODULE shall become the property of Sun Earth for their disposal. Sun Earth has the right to delivery not new or another type (different in size, color, shape and/or power) in the event Sun Earth discontinued producing the replaced MODULE at the time of the claim. Under warranty Sun Earth replacement MODULE shall function and perform to at least the level of function and performance as the original MODULE.

ARTICLE 5: LIMITATION OF WARRANTY SCOPE

The “Limited Product Warranty” and the “Limited Power Warranty” as set forth herein are expressly in lieu of and exclude all other express or implied warranties and all other obligations or liabilities on the part of Sun Earth. Sun Earth only provides Limited Warranty in the period of validity of “Limited Product Warranty” and “Limited Power Warranty”.

Sun Earth 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 MODULE, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances Sun Earth shall be liable for three articles as follows:

- 1) Client requires compensation for damage caused by above reasons.
- 2) The third party requires client compensating the damage
- 3) Special, Incidental or indirect damages, or any consequential economic loss (including profit, savings, tax, transportation charge or installing loss etc.), even if Sun Earth has been notified s. of the possibility of damage or loss.

Sun Earth’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the client, for the single unit of MODULE.

If some special regulation or clause in CHINA or INTERNATIONAL law, which cause any part or provision of the Limited Warranty to be invalid, all other clauses and provisions of the Limited Warranty, not affected, shall remain in force.

ARTICLE 6: DISPUTES AND ARBITRATION

Any dispute arising from or in connection with the “Limited Warranty for SOLAR MODULE” shall be settled through friendly negotiation. In the event that no settlement is reached, the dispute shall be submitted to the International Economic and Trade Arbitration Commission stipulated in the contract between client and Sun Earth.

In case of any discrepancy in “Limited Power Warranty” claim, a first-class international test-institute such as TUV laboratory shall be involved to test the peak power of the MODULE and judge the claim finally. All fees and expenses shall be borne by both client and Sun Earth, unless otherwise awarded.

Note 1: This “Limited Warranty for” is published by Sun Earth from 1st Jan. 2022. The final explanation right for this limited warranty shall be the domain of Sun Earth. Sun Earth holds the right to amend the provisions, clauses or applications of this “Limited Warranty for SOLAR MODULES” in the future, and may do so without prior written consent.

Note 2: Our goods 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

**Ningbo Sun Earth East Solar Co. LTD**

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Appendix: Contact information**Contact information of manufacturer:**

Company Name: Ningbo Sun Earth East Solar Co., Ltd

Address: No. 9 Chenshan West Road, Xiaogang Sub-district, Beilun District, Ningbo, China

Email: ses@suneastsolar.com

Phone Number: +86-574-87141977

Web Address: www.suneastsolar.com

Contact information of importer:

Company name:

Farming The Sky Pty .Ltd.

Address:

Unit 6, 88 Wirraway Drive

Port Melbourne.

Vistoria 3027

Australia.

Business Registration Number (ABN) 627600298

Managing Director: Nick D'D'Avoine

Phone: +61 415199710

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