

### **Limited Product Warranty**

#### **For all standard PV modules rated at 80W and above:**

Simax (Suzhou) Green New Energy Co., Ltd or Simax(Australia) Green New Energy Pty Ltd warrants its Photovoltaic Module(s) (“PV Module(s)”), including factory- assembled DC connectors and cables, if any, to be free from defects and/or failure specified for a period not exceeding twelve (12) years from the date of sale as shown in the Proof of Purchase to the Original purchaser.

### **Guaranteed Peak Power Limited Warranty**

#### **For all standard PV modules rated at 80W and above:**

#### **Twenty-five (25) years**

SIMAX warrants the power output for PV Modules for a period of twenty-five (25) years from the date shown in the commercial invoice to the Original purchaser. If the PV Module(s) exhibits a power output less than eighty percent (80%) of the minimum peak power at Standard Test Conditions (STC) as originally stated on the Product Flash Datasheet of SIMAX, provided that such loss in power is determined by SIMAX to be due to defects in material or workmanship during manufacturing and not due to faulty application, installation, use and service conditions, SIMAX will at its sole option replace such loss in power by either providing additional Module(s) to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

### **Exclusions and Limitations**

All warranty claims must, in any event, be filed within the applicable warranty period. The “Limited Product Warranties” and the “Guaranteed Peak Power Limited Warranties” do not apply when:

- Negligence in use, storage, transportation or handling
- Unprofessional installation, commissioning or maintenance work by a non-authorized company, especially if the modules are mounted in a way which does not correspond to the applicable safety regulations and/or our installation instructions;
- Operating errors due to a non-observance of SIMAX instruction manual;
- Malfunctions of the system into which the module is integrated;

- The module is used in a way other than for its designated purpose of final use as stated in the instruction manual;
- To use in marine applications or in tropical or equatorial environment;
- Normal wear and tear, misuse, neglect or accident
- Subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
- Any measures taken by a third party or other events or accidents outside the normal use and operation of the modules that do not occur under normal working conditions.
- Other unforeseen circumstances or causes outside SIMAX's control including, but not limited to any power failure surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, fire, snow damage, tsunami, accidental breakage, vandalism, acts of war, natural disaster, etc;

The warranty is only support products manufactured by SIMAX. The warranty does not apply if the type, product label, or serial number of the module has been altered, erased, or made illegible, or if it is illegible due to any other reason and a clear identification of the module is therefore not be possible. Furthermore, the warranty applies only if and when SIMAX determines by its own assessment procedure, that the reduced performance or malfunction is caused solely by a deficiency of the product. The warranty does not apply to modules used in offshore systems or to modules which are no longer operated as part of the system into which they were initially integrated after their purchase.

### **Warranty conditions**

This warranty is applicable only to customers who have purchased the PV Modules directly from SIMAX or from a distributor of Simax Panels. To have any right under this warranty, customer shall first need to provide documented proof that the PV Modules were purchased directly from SIMAX or distributor.

### **Claim Verification and Remediation Process**

If the original purchaser believes that it has a justified claim covered by the limited warranties set forth above, then the original purchaser agrees to comply with the following return material authorization (“RMA”) process. The original purchaser must submit such claim in writing to SIMAX within the applicable warranty period specified above to the following address, or such future address as SIMAX may provide from time to time:

**Tai Cang Economic Development Zone, South of Suzhou Road, West of Ban Jing He, Jiang Su Province, China, 215400**

#### **Indemnification**

Reimbursement of the purchase price in which the purchase price is reduced yearly by a fixed amortization rate. If the claim applies to the warranted performance of 90 %, the rate will be 10 %, if the claim applies to the warranted performance of 80 %, the rate will be 4 %;

#### **Limitation of Liability**

To the maximum extent permitted by applicable law, SIMAX hereby disclaims, and 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 what so ever arising out of or related to any of its products or their use. To the maximum extent permitted by applicable law, under no circumstances shall SIMAX be liable to the buyer, or to any their party claiming through or under the buyer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the products even if SIMAX has been advised of the possibility of such damages.

#### **Not Independent Warranties**

The buyer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if SIMAX remedies such incidents as set forth above, SIMAX shall be deemed to have resolved all applicable warranty claims arising from such incident.

#### **Disclaimers**

The limited warranties set forth therein are in line of and

exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations are agreed to in writing by SIMAX some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the buyer.

#### **Validity**

These “Limited Warranties for PV Module(s)” are applicable only to original purchaser who has purchased the PV Module(s) directly from SIMAX.

This limited warranty for PV Module(s) shall be from January 1, 2011 and shall apply to all PV Module(s) sold to the original purchaser from this date. This shall be valid until an updated revision is issued.

#### **Law and Court**

These terms and conditions of warranty shall be exclusively governed by, and construed in accordance with the laws of China, without regard to any conflict of law provisions.

#### **Note: The outstanding issues, please see the full version of warranty**

##### **Simax (Suzhou) Green New Energy Co., Ltd**

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##### **Simax(Australia) Green New Energy Pty Ltd**

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##### **Simax Green New Energy (Europa) GmbH**

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