



SUNGRID

INNOVATIVE ENERGY SOLUTIONS

AN AUSTRALIAN COMPANY

Warranty Terms 2009

Limited Warranty for PV Modules

1. Limited Product Warranty – Ten Years Repair, Replacement or Refund

SUNGRID LTD. ("Sungrid") 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 & Twenty (120) months from the date of sale as shown on the invoice to the first consumer customer of the Sungrid product ("Customer"), Sungrid will, at its option, either repair or replace the product. The repair or replacement shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the One Hundred & 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 ("Limited Peak Power Warranty").

2. Limited Peak Power Warranty

12 Years 90%

If, within a period of twelve (12) years from the date shown in the invoice to the Customer any Module(s) exhibits a power output less than 90% of the minimum "Peak Power at STC", as specified at the date of invoice, in Sungrid's Product Information Sheet, provided that such loss in power is determined by Sungrid (at its sole and absolute discretion) to be due to defects in material or workmanship, Sungrid will replace such loss in power by either providing additional Modules to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

25 Years 85%

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 85% of the minimum "Peak Power at STC", as specified at the date of invoice, in Sungrid's Product Information Sheet, provided that such loss in power is determined by Sungrid (at its sole and absolute discretion) to be due to defects in material or workmanship, Sungrid will replace such loss in power by either providing additional Modules to the Customer to make up for such loss in power, or by repairing or replacing the defective Module(s).

The remedies set forth in this clause shall be the sole and exclusive remedies provided under the "Limited Peak Power Warranty".

3. Exclusions and Limitations

3.1 In any event, all warranty claims must be filed within the applicable warranty period.

3.2 The "Limited Product Warranty" and the "Limited Peak Power Warranty" do not apply to any Modules which have been subjected to:

- a. Misuse, abuse, neglect or accident;
- b. Alteration, modification, repair (other than at a Sungrid Service center), improper installation or improper application;
- c. Non-observance of Sungrid's installation and maintenance instructions;
- d. Installation by other than a BCSE Accredited Installer and Licensed Electrician where required by Australian Standards;
- e. Power failure surges, lightning, flood, fire, accidental breakage or other events outside Sungrid's control.



Sungrid Ltd 1/4 Bannister Street, Fremantle, WA 6160

t: +61 (0) 8 9430 5179 f: +61 (0) 8 9433 2858 e: info@sungridsolar.com www.sungridsolar.com



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3.3 Both, the "Limited Product Warranty" and "Limited Peak Power 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.

3.4 Warranty claims will not be honored if the type or serial number of the Modules has been altered, removed or made illegible.

4. Obtaining Warranty Performance

If the Customer feels a justified claim covered by this "Limited Warranty for PV Modules", an immediate notification directly to Sungrid shall be filed by mailing a (registered/certified) letter in writing to the address of Sungrid or sending an email letter to the email account of Sungrid. 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 authorisation has been given by Sungrid.

5. Disputes

In case of any discrepancy in a warranty-claim, a first-class international testing institute (such as Research Institute for Sustainable Energy - RISE - at Murdoch University in Western Australia) shall be involved to determine and identify the failure or problem. This information will be used for third party arbitration if still required after testing.

6. Various

The repair or replacement of the Modules or the supply of additional Modules does not cause the beginning 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 Sungrid made for their disposal. Sungrid has the right to deliver a direct or functional replacement.

7. Warranty to other consumer customers

This warranty is available to the first consumer customer and will extend to other consumer customers of the Modules in the event of transfer of ownership of the property at which the modules are installed, provided suitable bills of sale and transfer documents can be produced.

8. Validity

This "Limited Power Warranty for PV Modules" is valid for all Modules dispatched from 1st July 2009.

"Peak Power at STC" is the power in Watts that a PV module generates in its Maximum Power Point at Standard Test Conditions ("STC"). STC are as follows:

1. Light spectrum of AM 1.5
2. An irradiation of 1000 W per square meter.
3. A cell temperature of 25 degree centigrade at right angle irradiation

The measurements are carried out in accordance with IEC 61215.

BCSE is the Business Council for Sustainable Energy, which is part of the Clean Energy Council. This is the body which administers the accreditation scheme for PV Designers and Installers in Australia.