

MANUFACTURER'S WARRANTY

Warrantor: IND-AUSSIE SOLAR (P) LTD ("IAS") referred to herein as "the Customer"

Warranty:

STATUTORY CONSUMER RIGHTS

The benefits conferred to you as the Customer in this manufacturer's warranty are additional to the consumer guarantees, rights and remedies under any State or Federal consumer protection laws especially those prescribed under the Australian Consumer Law which is defined herein as your Statutory Rights.

This warranty does not detract, excluded or limit your Statutory Rights. Your Statutory Rights entitles you to a replacement or refund for a major failure and for 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.

PART A: 12 YEARS PANEL WARRANTY

★ *Warranty Date* is defined herein as the purchase date or installation date or the date indicated on your Proof of Purchase whichever is later.

12 Years Panel Warranty: IAS warrants to the Customer that should any solar panel ("the Panel") supplied by IAS be found to be defective through a fault in the design, materials or in the manufacturing of the Panels for a period of twelve (12) years from the Warranty Date, IAS will repair or replace the defective panel at no cost to the Customer. In the unlikely event the parts or Panels cannot be repaired or replaced, IAS will refund the cost of the Panel. This warranty covers defects such as oxygenation, distortion of the frame, glass failure or internal component failures or not conforming to factory specifications.

PART B: PERFORMANCE WARRANTY

★ *Peak Power* is defined herein as the specified maximum rated power of the Panel.

★ *STC* is defined as the best practice industry Standard Testing Conditions for the testing of solar panel performance.

12 years Performance Warranty: IAS warrants that for a period of twelve (12) years from the Warranty Date the power output from the Panels shall not be less than 91.2% of the Peak Power tested at the relevant STC.

30 years Performance Warranty: IAS warrants that for a period of thirty (30) years from the Warranty Date the power output from the Panels shall not be less than 80.6% of the Peak Power tested at the relevant STC.

Remedies: During the term of these warranties, should any Panel fail to provide the power output as warranted herein in PART B, through defective design, materials or manufacturing, IAS will repair or replace the defective Panel. Alternatively and at its sole discretion, IAS may supply one or more additional Panels to be installed by the Customer into their system so as to bring the total Peak Power output of the complete system to the warranted Peak Power of the complete system.

Transferability

Subject to the proper inspection and maintenance being carried out as per the IAS Maintenance Schedule, the warranties contained herein may be transferred to a new proprietor of the original installation site, provided the Panels always remains installed in their original location and all Exclusions, Limitations and other provisions contained herein shall continue to apply even if a breach or fault is later found to be attributable to a previous Customer. Any such transfer shall be only be for the period remaining in each of the warranties calculated from the Warranty Date and shall not under any circumstances be extended. The costs of any transfer (if any) shall be borne and paid for by the person requesting the transfer.

Exclusions and Limitations

The warranties provided herein shall apply strictly to the normal use and servicing of the Panel. It does not apply to Panels that have been tampered with, maintained or worked on by an unaccredited installer or outside the guidelines of the IAS User Manual.

The warranties provided herein ceases to apply or become void if a Panel is damaged or found to be defective as a consequence of *inter alia*, any of the following events.

- Improper or incorrect installation or subjected to abnormal power surges, extreme or unusual conditions.
- Installed onto a mobile site or moved or relocated from its original installation location.
- Installed in a marine environment or in a harsh environment containing high levels of acid, salt or pollutants.
- Damaged by heat, fire, explosion, lighting, weather, natural or other disaster or extreme conditions.
- Failure or a lack of proper maintenance as provided for in the User Manual or the IAS Maintenance Schedule.
- As a consequence of shocks, stresses or any structural or building movements.
- As a result of an object falling onto the Panel.
- Damaged caused during transportation or improperly stored or handled.
- Damaged through no fault of IAS or in circumstances outside its control or unforeseen.

The warranties in PART B are subject to proof of regular or periodic maintenance being carried out to achieve the optimum performance of the Panels. The minimum recommended maintenance requirements for IAS Panels are detailed in the IAS Maintenance Schedule. Failure to conduct regular or periodic maintenance may void the warranties in PART B. Notwithstanding this failure, IAS at its discretion may apportion a part claim to be processed subject to its inspection and such cost being borne by the Customer.

The warranties provided herein will only apply to Panels which are identifiable by type, labelling and serial number as manufactured by IAS or supplied by one of its authorised Australian distributors. IAS will not accept any claim if the identification of the Panel has been tampered with or for minor scratches or defects on a Panel unless such a defect detracts the Panel's performance as warranted in PART B.

The warranties provided herein do not envisage or include any costs or liability assignable to IAS for the installation or removal of any Panel or the troubleshooting of any electrical system onsite. It also excludes any transportation or handling costs or any other costs for the return of the defective Panel to IAS or the shipment of the replacement Panel to the Customer or an authorised distributor. All such costs including the cost of the removal and re-installation of a replacement Panel is the responsibility of the Customer or the authorised distributor.

Disclaimer: Unless provided for by a Statutory Right, IAS accepts no liability for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from the use of any of its Panels howsoever arising, including any loss, damage, or expense arising from, but not limited to, any defect, imperfection, fault, omission, error or negligence on its part. Furthermore, IAS neither assumes nor accepts liability for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage), howsoever caused, as a result of or arising from any delay in assessing or replacing any Panel under a warranty claim or otherwise.

Warranty Claims

All warranty claims must be lodged with IAS within the applicable warranty period and IAS reserves the right to reject any warranty claim lodged outside the relevant warranty period. A warranty claim must be lodged by addressing it to IAS at the address above or at its website <http://www.indaussiesolar.com/>.

To avoid delays in possessing, a claim must contain the *serial number of the Panel*, *Proof of Purchase* or the *original tax invoice* and a *detailed description of the claim*.

A warranty claim under PART B must be lodged with proof of all maintenance work done as a minimum in accordance to the IAS Maintenance Schedule. Failure to provide such proof of maintenance could void the warranties provided under PART B.

Warranty claims will not be processed if a Panel cannot be identified by IAS as to type, labelling and serial number or was not manufactured by IAS and distributed by its authorised distributors. The return of a Panel must first be authorised by IAS and once returned and replaced under a warranty claim shall become the property of IAS.

IAS reserves the right to charge a service fee should a Panel returned under warranty is subsequently found not to be defective due to faulty design, manufacturing or materials but instead found to be as a consequence of one or more of circumstances detailed in the exclusions and limitations contained herein or the warranty has become void.

IAS may from time to time discontinue the manufacture of certain Panel types. Should a Panel be returned under warranty and found to be defective and superseded, IAS reserves the right to replace it with another type which has the same or greater Peak Power output as that of the superseded Panel. The repair or replacement of any such Panel does not extend or reduce the terms of the warranties contained in PART A or PART B for that Panel or any other Panels.