

# LIMITED WARRANTY STATEMENT PHOTOVOLTAIC MODULES

Effective APR 1st, 2023 For Australian Market

**12** YEARS  
product warranty

**25** YEARS  
power warranty

**Tier 1**  
BloombergNEF

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## **TWELVE (12) YEAR LIMITED PRODUCT WARRANTY**

Subject to the exclusions contained below, Luxen Solar Energy Co.,Ltd (“Luxen Solar”) warrants to the original buyer (the “Buyer”) that the modules shall be free from defects in materials and workman ship that have an effect on module functionality under normal application, installation,use and service conditions as specified in Luxen Solar’s standard product documentation.

Luxen Solar guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non- conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation,use and service conditions specified in Luxen Solar’s standard product documentation. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, Luxen Solar will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

## **TWENTY FIVE (25) YEAR LIMITED PERFORMANCE WARRANTY**

Luxen Solar guarantees that for a period of twenty five years the module will maintain a performance as set forth below:

For MONOFACIAL Module Products:

- \* During the first year, Luxen Solar guarantees the actual power output of the module will be no less than 98% of the labeled power output.
- \* From year 2 to year 25, the actual annual power decline will be no more than 0.53%; by the end of year 25, the actual power output will be no less than 84.8% of the labeled power output.

For BIFACIAL Module Products:

- \* During the first year, Luxen Solar guarantees the actual power output of the module will be no less than 98% of the labeled power output.
- \* From year 2 to year 25, the actual annual power decline will be no more than 0.53%; by the end of year 25, the actual power output will be no less than 84.8% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Luxen Solar facility or by a Luxen Solar recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then Luxen Solar, at its option, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss,or by repairing or replacing the modules or providing an appropriate residual market value of the product(s) as compensation.

## **WARRANTY EFFECTIVE DATE**

The warranty effective date shall be defined as the date of installation or ninety (90) days after the delivery by Luxen Solar, whichever date is earlier.

## EXCEPTIONS

The limited warranties set forth herein do not apply to any module which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power failure surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, or other events outside Luxen Solar's control. Unless otherwise required by any mandatory applicable law, the limited warranties do not cover any transportation costs for return modules, or for reshipment of any repaired or replaced module, or any other cost associated with installation, removal or reinstallation of modules.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.

## CLAIM VERIFICATION AND REMEDIATION PROCESS

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

P.R.CHINA  
LUXEN SOLAR ENERGY CO.,LTD  
No.1 Haiyue Road,Suxitong Industrial Park,Nantong,226000,China  
T: +86 512 6708 1572  
F: +86 512 6708 1570  
E-mail: info@luxensolar.com

Such notice should enclose evidence of the date of delivery of the applicable product and the basis for the Buyer's claim.

Warranty claims may only be made by the original buyer or a person to whom the title to the applicable module(s) has been transferred, provided that the modules remain in their original location and configuration.

Upon receipt of such written claim, Luxen Solar may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties. Except as otherwise set forth above, the Buyer will return the allegedly-defective products to Luxen Solar in accordance with written RMA authorization and return packaging and shipping instructions from Luxen Solar. The return of any product will not be accepted by Luxen Solar unless prior written authorization has been given by Luxen Solar and the Buyer has complied with the packaging and shipping instructions provided by Luxen Solar.

If Luxen Solar verifies in its reasonable judgment that a module does not comply with the limited warranties set forth above, then Luxen Solar, at its option, will either repair the affected module and return it to the Buyer, provide a new or refurbished replacement module shipped to the Buyer at the Buyer's expense, or provide an appropriate residual market value of the reduced performance of product(s) as compensation. Any repair or replacement of an affected module shall not increase the applicable warranty period. Luxen Solar reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to Luxen Solar.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.

The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer Law:

"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."

## AUSTRALIA CUSTOMER SUPPORT

### ACHIEVERS ENERGY GROUP PTY LTD

ABN: 87600860133

E: [purchase@achieversenergy.com.au](mailto:purchase@achieversenergy.com.au)

Tel: 1300224483

Mobile: +61424113442

Website: [www.achieversenergy.com.au](http://www.achieversenergy.com.au)

## NOT INDEPENDENT WARRANTIES

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

## DISCLAIMERS

The limited warranties set forth herein are in lieu 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 on the part of luxen solar unless such other warranties and obligations are agreed to in writing by luxen solar. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the buyer.

## LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, luxen solar 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 whatsoever 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 luxen solar be liable to the buyer, or to any third 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 luxen solar has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, luxen solar's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to luxen solar by the buyer for the product in the case of a warranty claim.

The buyer acknowledges that the foregoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the purchase price of the products would be substantially different. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to the buyer. Some jurisdictions do not allow limitations on the exclusion of damages so the above limitations or exclusions may not apply to the buyer.

You may have specific legal rights outside this warranty, and you may also have other rights that vary from state to state or country to country. This limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply.

### Note

In the event of any inconsistency among different language versions of this warranty statement, the english version shall prevail. For modules covered by luxen solar's warranty, please refer to our product lists published on our website at: <http://www.luxensolar.com> as such list is updated from time to time.

The installation and handling of pv modules requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the modules.