



## PHOTOVOLTAIC MODULE LIMITED WARRANTY

### **Congratulations on your recent Sapphire Solar PV module purchase.**

Sapphire Solar is a trusted Australian owned renewable energy company providing premium, A-grade solar products. Only our stringent production and quality assurance process delivers the Sapphire Solar A-Grade Assurance, ensuring the modules you are installing are of A-grade quality and durably built to last. In the rare case of a Sapphire Solar module suffering power loss due to a material defect during the warranty period, we present the following Sapphire Solar warranty.

### **Summary of Warranty**

Sapphire Solar 10/12/25 Warranty Guarantee

1. 10-year Product Warranty
2. 12-year Performance Warranty at 90% power output
3. 25-year Performance Warranty at 80% power output
4. Premium Linear Performance Warranty

### **1. Scope of Warranty**

The following photovoltaic module limited warranty terms apply exclusively to the Sapphire Solar module range:

- SS265-280P/60
- SS320-340P/72
- SS285-300M/60
- SS340-360M/72

Warrantor is Sapphire Solar Pty Ltd, Australia (ACN: 168 036 968)

The warranty period begins with the initial purchase of the solar modules by the end consumer; the date of invoice is relevant. Any performances of services under this warranty will not extend the warranty period.

### **2. Limited Product Warranty – Ten Year Repair, Replacement Remedy**

Sapphire Solar warrants its photovoltaic modules, including DC connector cable assemblies to be free from defects in workmanship and materials under normal application, use, installation and service conditions as specified in Sapphire Solar's installation manual for a period of ten (10) years from the shipment date of the modules. Claims under this warranty will be honored only if the end-user customer can provide the proof that the malfunction results exclusively from defects in materials or workmanship under normal application, use, installation and service conditions specified in Sapphire Solar's installation manual.

If a module malfunctions or becomes inoperative due to a defect in workmanship or material during the ten-year period of this warranty, Sapphire Solar will, at its option, either repair or replace the



module in problem, or refund the then current market price of the modules. The repair, replacement, or refund remedies shall be the sole and exclusive remedy provided under this Limited Warranty. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Pmax Warranty and Limited Remedy).

### **3. Limited Pmax Warranty and Limited Remedy**

A. "Pmax" is the nominal power that a photovoltaic module generates at STC as stated on the module rating label. "Standard Test Conditions" are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Sapphire Solar in effect on the date of manufacture of the modules. Sapphire Solar's calibration standards shall be in compliance with then-current standards applied by international institutions accredited for this purpose.

#### **B. Limited Pmax warranty**

Sapphire Solar additionally warrants for the modules that: for the first twelve months after the module was shipped out (commencing year), any photovoltaic module under normal application, use, installation and service condition as specified in Sapphire Solar's installation manual, will exhibit a power output no less than 97% of the Pmax (i.e., minimum permissible power output for the commencing year). In each twelve-month period (calendar year) consecutively following the commencing year, the power output will be no more than 0.65% Pmax lower than the minimum permissible power output for the previous calendar year. So by the end of 25 years, at least 81.4% of Pmax can be achieved. The Sapphire Solar power output warranty is at 12 years with 90% power output and 25 years with 80% power output.

#### **C. Limited Remedies**

In the event that the power output of a module falls below the minimum power output (warranty case) Sapphire Solar may, at its choice, compensate any differences to the guaranteed power by remedying the defect, by replacing the module or by supplying additional modules as described in "warranty claims and entitlements" or by repaying the purchase price of the modules, or by reducing the purchase price in proportion of the actual power to the guaranteed power. Other payments, such as compensation for expenses or for related damages, shall not be covered by the warranty.

### **4. Not Independent Warranties**

The customer 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 Sapphire Solar remedies such incidents as set forth above, Sapphire Solar shall be deemed to have resolved all applicable warranty claims arising from such incident.



**5. Exclusions and Limitations;**

A. Warranty claims shall be filed in writing to Sapphire Solar or its authorised distributors within the applicable warranting period, without exception.

B. These Limited Warranties will not be applied to the modules which under Sapphire Solar's sole judgment have been subjected to:

- 1) Normal wear and tear, to the natural effects of exposure to weather conditions over time; excessive dirt build-up;
- 2) Use on mobile (non-stationary) units or in marine application or extreme thermal environment or other abnormal environment (such as acid rain, salt, chemical substances or other pollution) or extremely rapid change of surroundings, corrosion, oxidation;
- 3) Misuse, abuse, neglect, vandalism or accident;
- 4) Incorrect usage, modifications of the modules or incorrect handling e.g. standing on panels, as set out in the Sapphire Solar Installation Manual;
- 5) Repair or modifications that do not strictly follow the manufacturer's instructions;
- 6) Power failure, electrical spikes or surges, lightning, flood, fire, accidental breakage;
- 7) Damage caused during transportation and storage;
- 8) The components in the construction based on which the modules is mounted are defective;
- 9) Other events outside the control of Sapphire Solar.

C. These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced modules to the place applied by Sapphire Solar. Any costs for returning the modules to Sapphire Solar or its authorised agents and authorised distributors, or costs associated with installation, removal, reinstallation of the modules, or customs clearance shall be borne by the end-user Customers. The reasonable, customary, documented transportation cost of returning the modules shall be borne by Sapphire Solar only if it is authorised by the after-sales service department of Sapphire Solar.

D. Sapphire Solar is not liable for any expense, liability or responsibility incurred for repairs made by or for the customer without Sapphire Solar's written authorisation.



E. Warranty claims will not be honoured if the type or serial number of the modules have been altered, removed or made illegible without written authorisation from Sapphire Solar.

## **6. Limitation of Warranty Scope**

The limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liability on the part of Sapphire Solar unless such other warranties, obligations or liability is expressly approved by Sapphire Solar's National Sales Manager by signature. Unless prohibited by local laws or regulations, Sapphire Solar shall have no responsibility or liability whatsoever for injury or damage of any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the product itself, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall Sapphire Solar be liable for incidental, consequential or special damages, whatever the cause is, even if Sapphire Solar is provided prior notice of such damages. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

Sapphire Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the end user Customer for the unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

## **7. Transferability**

This warranty is extended to the original end-user purchaser, and is transferable to any subsequent owner of the location or subsequent holder of the product when Product(s) remain at their original installed location upon satisfactory proof of succession or assignment.

## **8. Dispute Resolution**

### **8.1 Dispute**

In the event of any dispute, question or difference of opinion between Sapphire Solar and the Customer arising out of a warranty claim (Dispute), a Party may give to the other Party a notice (Dispute Notice) specifying the Dispute and requiring its resolution under this Clause 8.

### **8.2 Resolution through Negotiation**

The Parties will attempt in good faith to resolve through negotiation any dispute regarding the warranty claim.

### **8.3 Resolution through Mediation**

If the Dispute is not resolved within seven days after a Dispute Notice is given to the other Party, the Dispute shall be referred to an independent mediator who shall be either:

- a. mutually agreed by both parties in writing
- b. in the absence of such an agreement one of at least three persons, none of whom shall be an



employee of Sapphire Solar or the Customer or have had any association with the sale of the product, whose names are submitted in writing by Sapphire Solar for selection by the Customer

c. in the absence of that selection; by a mediator nominated by Resolution Institute ((ACN 008 651 232) for facilitation of a mediation in accordance with Resolution Institute's Mediation Rules.

#### **9. Various**

The repair or replacement of the modules or the supply of additional modules does not lead to a new commencement of warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced modules shall become the property of Sapphire Solar. Sapphire Solar shall at its own option, deliver another type of PV Modules (different in size, color, shape, or power), either a new brand or the original one, in the event that Sapphire Solar has discontinued producing the module at issue at the time of the claim.

#### **10. Force Majeure**

Sapphire Solar shall not be in any way responsible or liable to the end user Customer or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Sapphire Solar.

#### **11. Obtaining Warranty Performance**

In order to obtain warranty service under the Sapphire Solar Warranty, the end user Customer should promptly notify Sapphire Solar customer service center via the details set out in Section 15 below. Together with the notification, the Customer should enclose the evidence of the claim, such as the description of the defect, the complete serial number printed on the module label, the picture of the bar code, a copy of commercial invoice and the delivery date of its modules. Should the modules be returned for inspection, repair or replacement by Sapphire Solar, Sapphire Solar will provide the customer a Return Merchandise Authorisation (RMA). Sapphire Solar will not accept the return of any modules without a RMA.

If Sapphire Solar determines that the module is not defective or that a performance deficit is not covered under this warranty, Sapphire Solar will return the module to the Customer at the Customer's expense and will have no further obligation for the repair, replacement, or refund. Further, the additional modules which have been sent to the customer for compensation will be charged by Sapphire Solar.

#### **12. Choice of Law**

These Limited Warranty Terms are governed by and are to be construed in accordance with the laws in force in Australia.



### **12.1 Protection under Australian Consumer Law**

If you have purchased Sapphire Solar modules in Australia you should be aware that this warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled 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.

### **13. No Limitations of the Statutory Warranty Rights**

All statutory warranty rights which you have in case of a material defect or a legal defect against your seller in accordance with the applicable sales law are not restricted by this warranty. You can exercise your statutory warranty rights against the seller regardless of whether there is a warranty case or whether you exercise a claim to us under this warranty.

### **14. Batch Defect Handling**

Sapphire Solar takes the safety and satisfaction of our end Customers extremely seriously. In the event that Sapphire Solar becomes aware of a product defect (either performance-related or safety-related) that requires a batch recall, the guidelines issued by the Australian Competition and Consumer Commission (ACCC; <https://www.productsafety.gov.au/recalls>) will be followed. In summary, the following process will occur:

1. The supply of the defective product will be immediately suspended
2. Sapphire Solar will inform the relevant authorities of the defect, including the Commonwealth Minister responsible for competition and consumer policy, the ACCC and the Clean Energy Council, as required.
3. Sapphire Solar will advise its Customers of the defect and any hazard the product presents with information on any immediate action required (via Customer records, Sapphire Solar retailer/installer partners, print/website/social media)
4. Sapphire Solar will offer its Customers a remedy in the form of a repair, replacement or refund, dependent on the nature of the defect.

### **15. Contact Details**

**For any warranty claims please contact Sapphire Solar Customer Service:**

Email: [customerservice@sapphire-solar.com](mailto:customerservice@sapphire-solar.com)

Phone: 1300 308 751

Address: Buildings 3-4/320 Lorimer St Port Melbourne VIC 3207

Website: [www.sapphire-solar.com](http://www.sapphire-solar.com)