

# Limited Warranty Certificate For FOR Msquare Energy

96-100 TOONGABBIE RD GIRRAWEE NSW 2145

MSquare Energy Pty Ltd (hereafter "MSQA") warrants that the Msquare branded product,

manufactured by MSquare Energy as: -

MSE-xxxA-m72 (xxx=350-375, in steps of 5, 72 cells)

MSE-xxxA-m60 (xxx=295-315, in steps of 5, 60 cells)

MSE-xxxW-m72H (xxx=415-445, in steps of 5, 72 cells)

MSE-xxxW-m60H (xxx=345-370, in steps of 5, 60 cells)

the SPV MODULE), when shipped to its destination of installation, in its original container, will be free from defective workmanship and materials under normal application, installation, use and service conditions, and agrees that it will, at its option, either repair the defect or replace the defective SPV MODULE or part thereof with a new or remanufactured equivalent at no charge to the purchaser for parts or labor for the period(s) set forth.

The limited warranty described herein is in addition to whatever implied warranties may be granted to purchasers by law; please see clause 5 following for additional details. All implied warranties including the warranties of merchantability and fitness for use are limited to the period(s) from the Warranty Start Date. No other offer of warranty, either expressly stated or implied, by any person or entity, will supersede the conditions of this warranty as set forth within.

## 1. General Exclusion

The warranties described herein shall be sole and exclusive warranties granted by MSquare Energy and shall be the sole and exclusive remedy available to the purchaser. This exclusion applies to the extent permissible by law. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of MSquare Energy to the purchaser or end user with respect to the SPV MODULE and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall MSquare Energy be liable, or in any way responsible, for any damages or defects in the SPV MODULE which were caused by repairs or attempted repairs performed by anyone other than MSquare Energy or other authorized service providers. MSquare shall not be liable or in any way responsible for any incidental or consequential loss. MSquare's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the purchaser, for the single unit of SPV MODULE.

## 2. Warranty:

### a) 25 Years Limited Product Warranty

The warranty period for material defects and workmanship is 25 years from the Warranty Start Date, the SPV MODULES(s)

- Will be free from defects in design, material, workmanship or manufacture that materially impede their functioning, and
- Will conform to the specifications and the drawings applicable thereto.

Any deterioration in appearance of the product, including any scratches, stains, mechanical wear, rust, mold, optical deterioration - but excluding any deterioration in color, and other changes, which occur after delivery to Buyer shall not qualify as a defect hereunder, if and to the extent such deterioration does not result in a material impairment of the functioning of the SPV MODULE. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

### b) 25 Years Limited Power Warranty

The warranty period with respect to minimum power output continues for a total of 25 years from the Warranty Start Date, at the end of the first year, minimum power will be not less than 97.5% for Monocrystalline Solar PV Modules of the minimum rated power output as specified in MSquare's Product Specification, provided that such loss in power is determined to be due to defects in material or workmanship and at the end of each subsequent year after the first year, the power output will not have reduced by more than 0.5% per year, of the original rated power output as specified in MSquare's Product Specification, provided that such loss in power is determined to be due to defects in material or workmanship.

### 3. Additional Item(s) Excluded from Warranty Coverage:

Warranty coverage does not apply when:

- a. The SPV MODULE is improperly installed or abused or misused,
- b. If the type or serial number(s) of the SPV MODULES have been altered, removed or made illegible,
- c. The SPV MODULE is installed in a mobile (not including photovoltaic tracking systems) or marine environment, subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution),
- d. The components in the construction based on which the SPV MODULE is mounted are defective, External corrosion, mold discoloration or the like occurs,
- e. Defects caused by the SPV MODULE being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accident, force of nature (such as lightning strike), influence from chemical product or other acts beyond MSquare's reasonable control (including but not limited to damage by fire, flood, etc.),
- f. Death or injury to persons resulting from any cause other than negligence of MSquare's, its employees or representatives; and
- g. Incidental, consequential or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expensed payable to a third party.
- h. For buyers located in Australia, this clause specifically applies: The "Limited Warranty" is only valid for products from authorised Australian resellers of MSquare products. Buyers may contact the Customer Support Office in their region (as detailed in clause 11) for details of authorised Australian resellers of MSquare products.

### 4. Various:

The repair or replacement of the SPV MODULES or the supply of additional SPV MODULES does not cause the amendment of the original Warranty Start Date, nor shall the original periods of this "Limited Warranty for SPV Module" be extended. Any replaced SPV MODULES shall become the property of Risen made for their disposal. In the case of Risen discontinuing the SPV MODULE type being covered by this warranty, MSquare Energy has the right to deliver another type of SPV MODULE (different in size, color, shape and/or power) of equivalent or greater power as appropriate.

## 5. Statutory Rights:

a. This limited warranty does not affect your statutory rights applicable within your jurisdictional territory in respect of the sale of consumer goods. In the event that such statutory rights exist, including without limitation National laws executing EC directive 99/44 or pursuant to the Magnuson Moss Warranty Act, the National law will prevail over this limited warranty. In the event that your jurisdictional territory does not allow the exclusion or limitation of consequential or incidental damages, the jurisdictional territory law will prevail over this limited warranty.

b. The following clause is specifically applicable to purchasers who are defined as “consumers” within the meaning of 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 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.”

## 6. Force Majeure:

MSquare Energy shall not be responsible or liable in any way to the purchaser or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Warranty for SPV Module” , due to acts God, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the SPV MODULES or the claim.

## 7. Severability:

If a part, provision or clause of this “Limited Warranty for SPV Module”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “Limited Warranty for SPV Module”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for SPV Module” shall be treated as severable.

## 8. Transferability:

This warranty can be transferred to the new legal owner of the SPV MODULE providing that

- a. They also take possession of the original proof of purchase,
- b. The modules remain in their original installation location,
- c. No other terms within this warranty have breached prior to the transfer of ownership.

For the avoidance of doubt, the transfer of this warranty does not amend the original Warranty Start Date, nor the applicable periods as specified within this warranty.

**9. Applicable Law & Dispute:**

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and MSquare Energy shall be governed by the laws of the country of the original installation location of the SPV MODULES, to the exclusion of that country's conflicts of law rules as well as the United Nations Convention on the International Sale of Goods dated 11<sup>th</sup> April 1980 (CISG) and of any other uniform law. All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the SPV MODULE

**10. Warranty Start Date:**

The Warranty Start Date is either, the date of delivery (as per Incoterms 2010) of the SPV MODULE(s) to the Buyer, or 6 months after the date of dispatch of the SPV MODULE(s) from MSquare Energy's production facility, whichever date is earlier.

**11. Claims Procedure:**

a. In the event that the Purchaser ascertains a justified claim can be made upon this "Limited Warranty for SPV Module", an Immediate notification to MSquare Energy, at the regional Customer Support Office shall be filed in writing, or by email to directly to MSquare Energy at the address below, specifying each alleged claim including evidence of the claims, the proof of purchase to the original Purchaser and the corresponding serial numbers of the SPV MODULE to which the alleged claim is being filed. In this clause, "Immediate" is defined as within 2 months of identifying the feature or attribute that may give rise to a claim being made upon this warranty.

**b. Customer Support Office-Australia**

96-100, Toongabie Road, Girraween, NSW 2145

**T: 1800 336 786**

Global Email claims address:

**Support@msquareenergy.com.au**

c. The return of any SPV MODULES will not be accepted unless prior written authorization has been given by MSquare Energy.

a. Upon said authorization to return SPV MODULE(s), the Purchaser must arrange secure packaging (of sufficient standard to ensure no change in state of the SPV MODULE during return shipment and to insure said SPV MODULE to the benefit of MSquare Energy Pty Ltd. MSquare Energy will be responsible for any transportation charge, customs clearance or any other costs for return of the SPV MODULES, or for reshipment of any repaired or replaced SPV MODULES, but will not be responsible for the costs related to installation, removal or reinstallation of the SPV MODULES.

b. In the event that there is a dispute arising from the technical evaluation of the claim validity, a first-class international test-institute such as TUV Rheinland in Cologne, Germany or Arizona State University, USA or other of equal international standard, shall be involved to judge the claim. The determination by the first-class test-institute shall be final, conclusive and binding on both parties. The party whose own determination is counter to the first-class test-institute determination shall bear the cost of the third party technical evaluation.

**It is MSquare Energy's belief that you, as a purchaser, will have trouble free use and enjoy ongoing viability of operation by deploying MSquare Energy's SPV MODULES. This Limited Warranty provides confirmation of the remedial rights and offers additional comfort. If you seek additional information on the applicability of this Limited Warranty please contact your MSquare Energy representative.**



## CONTACT US

For any enquiries, mail us at  
[support@msquareenergy.com.au](mailto:support@msquareenergy.com.au)

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For more details, visit [msquareenergy.com.au](http://msquareenergy.com.au)