

# Solar Photovoltaic Warranty

## Article 1. Limited Warranty Against Defects

Mitsubishi Electric Photovoltaic Modules are warranted by Black Diamond Technologies Limited (BDT) to be free from defects in materials and/or workmanship as follows:

Product	Warranty Term
<b>Solar Photovoltaic Modules (TJ, MLT, MLE &amp; MJE Series)</b>	<b>10 Years</b>

The duration of the present warranty commences from the date the Solar Photovoltaic Module is purchased and is applicable to the original purchaser.

If BDT determines, in its sole discretion, that the relevant Module fails to conform to this warranty, BDT will repair or send replacement without cost to the owner for parts or direct repair labour. A BDT authorised repair company shall carry out the repair or replacement during normal business hours.

Any Mitsubishi Electric parts or equipment replaced under the warranty will be warranted in accordance with the provisions of this warranty for the remainder of the original warranty period or 12 months from the completion of the repair, whichever is the greater.

Except where inconsistent with the owners statutory rights and the rights given by this warranty, all other warranties and all liability of BDT for any loss or damage direct and consequential is expressly excluded.

## Article 2. Limited Remedy for Performance

Mitsubishi Electric Photovoltaic Modules are warranted by BDT to meet minimum performance criteria as follows:

Product	Term duration	Performance Warranty
<b>Solar Photovoltaic Modules – TJ &amp; MLT Series</b>	<b>10 Years</b>	<b>90% of warranted min. Pmax</b>
<b>Solar Photovoltaic Modules – MLE &amp; MJE Series</b>	<b>10 Years</b>	<b>93% of warranted min. Pmax</b>
<b>Solar Photovoltaic Modules – TJ, MLT, MLE &amp; MJE Series</b>	<b>At 25 Years</b>	<b>80% of warranted min. Pmax</b>

If, within ten (10) years from the date of purchase of the relevant Module, any MLE & MJE Series Module has power output less than 93% of the warranted min. Pmax shown in the rating label on the Module; any TJ & MLT Series Module has power output less than 90% of the warranted min. Pmax shown in the rating label on the Module; or

If, within twenty five (25) years from the date of production, any Module has a power output less than 80% of the warranted min. Pmax shown in the rating label on the Module,

As measured at BDT in both cases, then, provided that such loss in power is determined by BDT (in its sole discretion) to be due to defects in materials or workmanship, BDT will replace such loss in power by either, in its sole discretion, sending additional Modules to make up the total wattage loss at a cost pro-rated for the time in service of the faulty Module, or equivalent method to aforementioned.

## Article 3. Warranty Exclusions and Limitations

The remedies set forth in Article 1 and 2 shall be the sole remedies for defective modules.

### Exclusions to Article 1 and 2:

1. Any product imported by an individual or distributor other than Black Diamond Technologies Ltd, is not covered under this warranty;
2. Failure to follow installation requirements as dictated by AS/NZS 5033, or installation and maintenance instructions issued by BDT, will void this warranty;
3. Repair or modifications to the Module/s without BDT's approval;

4. Any labour costs inflated by difficult access to the Modules, and any extra costs due to difficult access to equipment. Any costs or additional labour associated with gaining acceptable service access to equipment installed in restricted or unsafe locations. Includes crane, lift platform, hiab costs where access necessitates the use of this equipment;
5. Modules that are no longer installed, have moved, or fallen from its original location after installation;
6. Modules that has been re-installed at a location other than the original location;
7. Freight charges (including insurance) or travelling costs for repairs performed outside the area normally serviced by BDT or an authorized repair company (Maximum of 100km round trip);
8. Modules installed in a transportable or mobile application. (e.g. caravan, truck, trailer or marine application);
9. Parts, devices, and system components which are connected with or mounted on the Module/s.

In addition, this warranty excludes damage or problems or unsatisfactory performance caused to the equipment by:

- A. Faulty or incorrect electrical wiring, incorrect power supply, voltage fluctuations, over voltage transient spikes or electromagnetic interference not originating within the Modules;
- B. The use of an uncertified accessory or component;
- C. Faulty, incorrect, inappropriate, or poor application, installation or use such as the use of equipment not specified for photovoltaic systems (wind/hybrid system inverters, fuel cells, etc.);
- D. Natural forces (earthquakes, typhoons, hurricanes, tornadoes, flood, volcanic action, tidal waves, lightning, snow damages, freezing, hailstorm, fire storm, vandalism, misuse, negligence, acts of God, war, vermin or foreign matter (dirt, moisture)) and/or fires and any other unforeseen circumstances beyond BDT's reasonable control;
- E. Smoke and other pollution or corrosive effects arising from installation in areas such as volcanic areas, geothermal sulphur contamination environments, hot springs, or areas in which salt water can come in direct contact with the Modules/s;
- F. External stress such as stones and/or debris dropping;
- G. Discolouration (such as colour tone of the Module/s surface), rust, scratches, and dirt on the Module by natural aging and/or continuous use;
- H. Loss of power generation during repairs of the Module/s caused by failure or caused by system voltage surges;
- I. Cleaning of the Module using chemicals, oil, and detergent such as thinner alcohol, benzene, gasoline, coal, oil, etc;
- J. The type label and/or serial number of the Module/s is missing, has been tempered with, or is unreadable;
- K. Operation at conditions outside the operating conditions specified in the Mitsubishi Electric technical or sales data applicable to that Module.

#### **Owner's Responsibility**

The owner is responsible for the correct operation and regular maintenance of the equipment listed on this warranty card. The correction of any non-product fault or problem is not covered by the warranty.

- A. Regular cleaning of the Modules where necessary.

#### **Owner's Statutory Rights**

In respect of any goods supplied under the contract which are not of a kind ordinarily acquired for personal domestic or household use or consumption, unless the owner establishes the following limitation of liability would not be fair or reasonable, the liability of BDT for any defect of design, materials or workmanship will be limited to any of the following as determined by BDT:

1. Replacing the equipment or supplying the equivalent equipment;
2. Repairing the equipment;
3. Paying the cost of replacing the equipment or acquiring equivalent equipment;
4. Paying the cost of having the equipment repaired.

**Claims under the warranty shall only be receivable if the module malfunction is a result exclusively stemming from defects in materials and/or workmanship.**