

# **Limited Warranty for MPS Bifacial N-Type products**

# 1. Limited Product Warranty

Oz Power Products Pty Ltd t/a Max Power product (MPS) warrants the products to be free of defects defect including material and workmanship within **30 years** from the effective date of warranty. If there is any defect in the 30 years of warranty period, depending on the circumstances, MPS will repair or replace the product, or refund to the customer at the current market residual value.

Any change in the appearance of PV modules (including scratch, stain, mechanical wear, rust, mildew) or other appearance variation happened after delivering to the customer are not covered in the range of warranty, excepting those which have brought effect to output power.

# 2. Limited Power Warranty

#### A. "Output power"

This refers to the power of PV modules tested under the Standard Test Condition (STC). Based on 1000w/m2irradiance with cell temperature 25 degree and air mass of 1.5AMlightaccordance with the IEC 60904 and error based on EN 50380 standard.

### B. output power warranty

Within 30 years from the effective date of warranty, MPS warrants that power of single module will have the following performance:

| Number of Year | Warranted Power |
|----------------|-----------------|
| 1              | 98.0%           |
| 5              | 97.0%           |
| 10             | 94.0%           |
| 15             | 92.0%           |
| 20             | 90.6%           |
| 25             | 90.2%           |
| 30             | 89.0%           |



#### C. Limited Remedial Measures

Within warranty period, if output power is lower than the standard listed in the table above when modules are tested by a third party testing organization designated or approved by MPS, and it can also be approved that power loss is caused by unilateral reason of MPS, with the condition of written evidence provided by customer, MPS can choose one of the following remedial measures at the sole discretion.

- 1) Providing extra modules for the power loss compensation or refunding to the customer at current market value;
- 2) Repairing or replacing the defective modules free of charge and undertaking the freight

#### 3. Warranty Start Time

The validity period of warranty counts from 90 (natural day) days after the arriving date, or from the starting date of installation, and the priority takes the earlier date.

### 4. Exceptional and Limited Terms

A. At any condition, all claims for compensation should be submitted to MPS or the authorized distributor in written form within warranty period, relevant written evidence should also be provided. When an end customer issue a claim, if the distributor who purchased the batch of modules still have accounts payable under all the contracts which confirmed by after-sales, MPS have the right to refuse to deal with the claim.

- B. "Limited Product Warranty" and "Limited Power Warranty" are not applicable in the following conditions:
- 1) Improper installation, usage, maintenance and/or modification which have not follow the installation manual of MPS.
- 2) Installed on the mobile place, Marine environment, extremely hot weather or other abnormal conditions (acid rain, salt mist, chemicals, etc.) or extremely vary climate environment (corrosion, oxidation, etc.);
- 3) Power failure, surge voltage fluctuation, lightning, flood, fire, accidental damage and other factors; 4) Damage caused by improper storage; 5) Misuse, abuse, negligence or accident;
- 6) Altering or removing the type or serial number without the written authorization of MPS

#### 5. Transfer of Warranty

The ownership of warranty is transferable, with same conditions. Warranty always starts at the original installation dated.

# 6. Dispute

In case of any dispute occurred during the warranty claim, the final decision should be made by a third-party testing institution designated or accepted by MPS.



All expenses should be borne by the losing party unless there are other stipulations.

# 7. Force Majeure

For any non-performance or delay of performing sales terms and conditions, terms and conditions of limited warranty which caused by the following reasons, MPS are not responsible for the end user or any third party. Reasons including but not limited to: fire, flood, snow disaster, typhoon, lightning, natural disasters, the change of national policy, terrorist incidents, wars, riots, strikes, improper and insufficient labours or raw materials and all other uncontrollable events.

#### 8. Consumer Protections

In Australia, 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 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.

# **Company contact details**

| Company name   | Oz Power Products Pty Ltd             |
|----------------|---------------------------------------|
| Trading Name   | Max power Solar (MPS)                 |
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| Modula brand   | Max power Solar - MPS                 |