

LIMITED WARRANTY FOR CRYSTALLINE PV MODULES

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8 Star Energy Proprietary Limited (hereafter “8 Star Energy”) is a licensed distributor of Energizer-branded solar panels. 8 Star Energy provides the limited warranty to purchasers (hereafter “Customer”) of Crystalline PV modules. Unless otherwise agreed in writing by the Parties, the Limited Warranty shall apply to the nominated Crystalline PV Modules manufactured or supplied after the Publish Date specified herein.

The terms of the Limited Warranty are as follows:

1. Limited Product Warranty – Repair, Replacement Or Reimbursement

Subject to the Exclusions and Limitations in Clause 5 herein, 8 Star Energy warrants its Products to be free from defects in materials and workmanship that will influence the performance of the Products, under normal application, operation, use, installation, and maintenance, for the applicable period as set forth below (“Limited Warranty Period”) from the delivery date to the direct Customer, or 6 months after the modules are shipped out of the production plant, whichever date is earlier (“Warranty Start Date”).

Bifacial/Dual-glass Modules

For models ENSP78NBI2xxxSI (580-615), ENSP72NBT2xxxSI (525-565), ENSP72NDG2xxxSI (550-580), ENSP72NBI2xxxSI (535-575), ENSP66NBI3xxxSI (650-695), ENSP60NBT2xxxSI (440-470), ENSP60NBT2xxxBF (440-470), ENSP60NDG2xxxSI (460-480), ENSP60NDG2xxxBF (460-480), ENSP60NBI2xxxSI (450-475), ENSP60NBI2xxxBF (450-475), ENSP60NBI3xxxSI (595-630), ENSP60NBI3xxxBF (595-630), ENSP54NBT2xxxSI (395-420), ENSP54NBT2xxxBF (395-420), ENSP54NDG2xxxSI (415-435), ENSP54NDG2xxxBF (415-435), ENSP54NBI2xxxSI (405-430), ENSP54NBI2xxxBF (405-430), the Limited Warranty Period is 360 months following the Warranty Start Date.

Mono-facial Modules

For models ENSP60M1xxx (360-380), ENSP54M2xxx (390-415), ENSP54MBL2xxxBF (390-405), ENSP60M2xxxBF (435-465), ENSP60M3xxx (590-610), ENSP60MBL2xxx (435-450), ENSP66M3xxx (645-675), ENSP72M2xxx (520-555), ENSP54N2xxxBF (405-425), ENSP54NBL2xxxBF (410-420), ENSP60N2xxx (450-470), ENSP60N3xxx (595-625), ENSP60NBL2xxxBF (455-465), ENSP72N2xxxSI (550-565), ENSP72NBL2xxx (545-

560), ENSP78N2xxx (585-615), the Limited Warranty Period is 300 months following the Warranty Start Date. If the Product is found to be defective in material and/or workmanship, 8 Star Energy will, according to the types of such deficiency, at its sole discretion, decide to select one of the remedies set forth hereunder:

- 1) repair the defective products, or
- 2) deliver replacement products for the defective products, or
- 3) compensate the fair market value of warranted wattages for the defective products assessed at the time of claim (hereafter individually or collectively “Limited Product Warranty”).

“Material and/or Workmanship Defects” refers to visual defects and/or electrical and mechanical defects. The visual defects are defined pursuant to Clause 8 of IEC 61215-1:2016, Clause 4.1 of IEC 61215-2:2016 and Clause 10.2 of IEC 61730-2:2016, and electrical and mechanical defects are defined pursuant to Clause 4 of IEC 61215-2:2016.

The remedies set forth above are the only and exclusive remedies provided by 8 Star Energy for Products defective in material and/or workmanship within the Limited Warranty Period, and any claim made outside the Limited Warranty Period shall be rejected and void. Unless otherwise stipulated in Clause 5 Warranty Assignment, remedies will be offered to only the Customer which directly purchased the Products from 8 Star Energy. This Limited Warranty for Crystalline PV Modules does not warrant a specific power output, which shall be exclusively covered under Clause 2 hereinafter (“Limited Peak Power Warranty – Limited Remedy”).

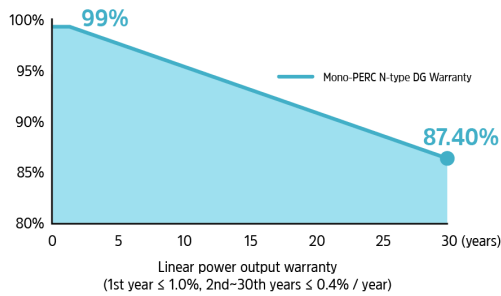
2. Limited Peak Power Warranty – Limited Remedy

Subject to the Exclusions and Limitations in clause 5 herein, 8 Star Energy warrants module power output as follows.

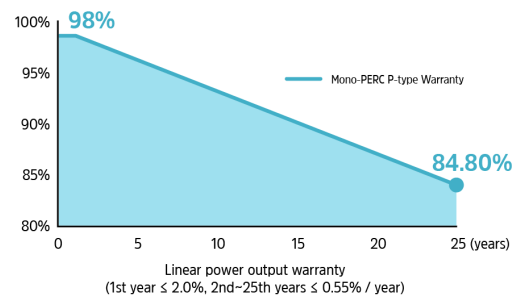
Bifacial/Dual-glass Modules

For models ENSP78NBI2xxxSI (580-615), ENSP72NBT2xxxSI (525-565), ENSP72NDG2xxxSI (550-580), ENSP72NBI2xxxSI (535-575), ENSP66NBI3xxxSI (650-695), ENSP60NBT2xxxSI (440-470), ENSP60NBT2xxxBF (440-470), ENSP60NDG2xxxSI (460-480), ENSP60NDG2xxxBF (460-480), ENSP60NBI2xxxSI (450-475), ENSP60NBI2xxxBF (450-475), ENSP60NBI3xxxSI (595-630), ENSP60NBI3xxxBF (595-630), ENSP54NBT2xxxSI (395-420), ENSP54NBT2xxxBF (395-420), ENSP54NDG2xxxSI (415-435), ENSP54NDG2xxxBF (415-435), ENSP54NBI2xxxSI (405-430), ENSP54NBI2xxxBF (405-430), the Product exhibits a power output no less than 99% of the nominal peak power specified on the respective

datasheet or module label at Standard Testing Conditions (STC, defined as: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W/m², (c) a cell temperature of 25°C at right angle irradiation.) within the first year from the “Warranty Start Date”, and front power output declining by no more than 0.4% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to 30th year. Consequently, at the end of the thirtieth year from the “Warranty Start Date”, the modules will still produce a power output of at least 87.4% based on the stated nominal output at STC.

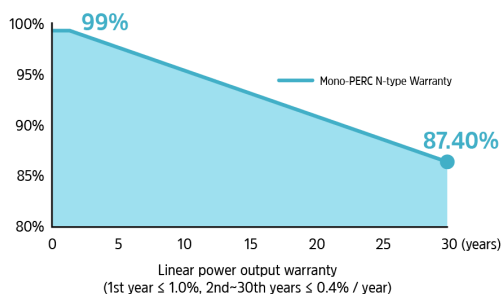


exhibits a power output no less than 98% of the nominal peak power specified on the respective datasheet or module label at STC within the first year from the “Warranty Start Date”, and power output declining by no more than 0.55% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to 25th year. Consequently, at the end of the 25th year from the “Warranty Start Date”, the modules will still produce a power output of at least 84.8% based on the stated nominal output at STC.



Monofacial Modules – N-Type

For models ENSP54N2xxxBF (405-425), ENSP54NBL2xxxBF (410-420), ENSP60N2xxx (450-470), ENSP60N3xxx (595-625), ENSP60NBL2xxxBF (455-465), ENSP72N2xxxSI (550-565), ENSP72NBL2xxx (545-560), ENSP78N2xxx (585-615), the Product exhibits a power output no less than 99% of the nominal peak power specified on the respective datasheet or module label at STC within the first year from the “Warranty Start Date”, and power output declining by no more than 0.4% per year of the nominal peak power as specified on the respective datasheet at STC from the 2nd year to 30th year. Consequently, at the end of the 30th year from the “Warranty Start Date”, the modules will still produce a power output of at least 87.4% based on the stated nominal output at STC.



Provided that the 8 Star Energy facility or an internationally recognized third party testing institute recognizes such loss in power described above, and 8 Star Energy (at its sole and absolute discretion) determines that loss in power arises out of defects in material and/or workmanship, the Customer is eligible for claim under this Limited Warranty for Crystalline PV Modules. 8 Star Energy will, at its sole discretion, select one of the following remedies:

- 1) providing replacement modules to the Customer to make up for such loss in power, or
- 2) by repairing the defective modules, or
- 3) by compensating the Customer an amount equal to the fair market value of the wattage difference between the measured power output wattages and the warranted wattages at the time of first filing the warranty claim.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies for Products provided and found to be defective under the “Limited Peak Power Warranty – Limited Remedy.

Attention: Any power measurement mentioned herein shall be carried out in accordance with IEC 60904 and subjected to – an allowance of power measurement deviation of ±3%. Any measured data within ±3% deviation shall be regarded as compliant with the power output wattages warranted above.

3. Contracting Parties

This Limited Warranty is only provided to the original purchaser of the Product from 8 Star Energy (Purchaser), where the Purchaser is a distributor, solar

Monofacial Modules – P-Type

For models ENSP60M1xxx (360-380), ENSP54M2xxx (390-415), ENSP54MBL2xxxBF (390-405), ENSP60M2xxxBF (435-465), ENSP60M3xxx (590-610), ENSP60MBL2xxx (435-450), ENSP66M3xxx (645-675), ENSP72M2xxx (520-555), the Product

retailer, or an accredited electrician (Installer), who on-supplies the Product to another party, or to that other party (End-User) where the Product is installed.

4. Warranty Claim Eligibility

The only Party(ies) eligible to claim under this Warranty are the Installer and 8 Star Energy-authorized persons. If the Installer has gone into administration or insolvency, or if the site is in a remote area, the End-User/Installer at their discretion and expense may appoint a Local Installer to carry out the functions of the original Installer.

5. Warranty Exclusions and Limitations

A. In any event, all warranty claims must be filed in accordance with the instructions outlined in Clause 6 of this Limited Warranty for Crystalline PV Modules, within the applicable warranty period.

B. The Limited Warranty for Crystalline PV Modules does not apply to modules which have or fit any of the following events:

- Misuse, abuse, neglect or accident;
- Alteration, disassembly, reinstallation, and/or improper installation or application;
- Non-observance of local laws and regulations where the Products are installed and/or non-observance of 8 Star Energy's installation and maintenance manual or instructions;
- Repair or modifications by persons that have not been previously authorized or approved by 8 Star Energy;
- Panels which have been installed by someone other than a qualified or licensed technician in the solar or electrical business field;
- Failures caused by surrounding equipment of the Products;
- Use under unusual conditions or environments (such as extreme heat, high corrosion, high temperature and humidity, Puna, dry heat and desert climate, proximity of the ocean or exposed to the marine or water environment) that deviate from the product specifications and installation manual;
- Installation on mobile platforms (except for PV tracking systems);
- Use of the Products for purposes unrelated to the generation of solar power;
- Connection with any other manufacturer's PV modules, or 8 Star Energy Products that are a different model or have different power output specifications without 8 Star Energy's approval in advance;
- Defects occurring during transportation or storage in violation of usual transportation or storage rules, or such specified by 8 Star Energy, after the modules have been delivered to the Customer;
- Customer's failure to make full payments for the Products under the purchase order or any sale and purchase agreement;
- Any alteration, removal or illegibility of the type or serial number of the Products;
- Naturally occurring scratches, stains, mechanical wear, rust, degradation, discolouring, or other alteration occurring after the shipment from 8 Star Energy that have no effect on the power generation performance or mechanical strength of the Product, including, but not limited to the below visual alterations during the related limited warranty period:
 - Non-significant discoloration of laminate.
 - Non-significant loss of glass transparency.
 - Non-significant increase of surface roughness.
 - Non-significant frame damage due to environmental stress.
 - Non-significant damage of junction box due to environmental stress or indication of corrosion.
 - Non-significant damage of connectors and cables due to environmental stress or indication of corrosion.
 - Non-significant damage of frame fixation due to environmental stress.
- Circumstance that the defect claimed cannot be discovered, found or detected according to the usual technology level when the Products entered into circulation;
- Power failure surges, flood, fire, accidental breakage, or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of 8 Star Energy.

C. 8 Star Energy undertakes to bear the reasonable transportation costs for delivering the repaired or replacement Products to the Customer.

However, the aforesaid reasonable transportation costs shall not include any costs incurred because of the Customer's failure to cooperate with 8 Star Energy, such as storage fees, demurrage, etc. The Customer shall provide 8 Star Energy with the original invoice related to such reasonable transportation costs, otherwise 8 Star Energy shall not bear such costs. The reasonable transportation costs shall not exceed the costs agreed by 8 Star Energy in advance in writing; any excess shall be borne by the Customer.

If 8 Star Energy opts to repair the products itself, the Customer shall cooperate and assist 8 Star Energy in reasonable and practical manners. However, should the repair be made by the Customer, or the third party entrusted by the Customer with prior written approval of 8 Star Energy, the directly related costs and expenses on material and manpower shall be borne by

8 Star Energy.

The following costs and expenses shall be borne by the Customer no matter whether 8 Star Energy undertakes to execute any remedy under Limited Product Warranty or Limited Peak Power Warranty:

- Any profits or loss of the system generation; fees, levies, taxes or other financial duties due in relation to any applicable waste disposal regulations and laws;
- Any fees, levies, taxes, or other financial duties imposed on 8 Star Energy or imposed on the products in order to comply with the laws, regulations, governmental or judicial decisions, and industrial standards promulgated after purchase of the products.

D. 8 Star Energy 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 modules, including, without limitation, any defects in the modules, or from use or installation where the product was not installed as per the instructions and guidelines set out in the user / installation manuals for the Product. Under no circumstances shall 8 Star Energy be liable for incidental, consequential, collateral damages (including but not limited to profit loss, revenue loss, production loss or power generation loss, loss of business opportunities, interest loss, liquidated damages, other property losses), loss of use, or special damages, regardless of whether such damage or losses are based on agreements, warranty, assurance or guaranty, in tort or by strict liability, or whether 8 Star Energy has prior knowledge of the possibilities of occurrence of such losses.

E. THE CUSTOMER AGREES AND ACCEPTS THAT: THE WARRANTIES TO CUSTOMER SET FORTH IN THE LIMITED WARRANTY, ARE ONLY AND EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED.

Other than contained in this Limited Warranty, 8 Star Energy does not make, and hereby disclaims, any and all express, implied or statutory warranties, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement of third-party rights, and warranties (if any) arising from a course of dealing, usage, or trade practice. No oral or written advice provided by any authorized representative shall create a warranty.

6. Procedures for Warranty Claims

A. Warranty claims should be sent to 8 Star Energy directly.

B. The claims must include the module model type and

the serial number of the defective module(s) (both can be found on the module label), the installation date, location and address of the installation, a precise description of the defect observed and (if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged modules, the circuit diagram of the system, any records from the system data monitoring), accompanied by a copy of the payment receipt, purchase contract and warranty document, the delivery date or installation date at project site, and other supporting materials required by 8 Star Energy.

C. The customer shall raise the claim to 8 Star Energy or the relevant distributor in accordance with this Clause 4 Section A within thirty (30) calendar days from the date when the Customer discovers that there is 1) material or workmanship defect(s) in module; or 2) module power output declining more than the one warranted in this Limited Warranty. Should the claim not be raised within the above thirty (30) calendar days, Customer's right to claim shall have been forfeited.

D. 8 Star Energy is entitled to supply another similar type of Product to replace the claimed one if the type of claimed Products is no longer in production when the warranty claim is received.

E. The repair, replacement, or additional delivery of a Product neither renews nor extends the period of the warranty. The warranty period for replaced, repaired or additional delivered products is the remainder of the warranty for the defective products, that is, the period remaining from the date the system was originally installed.

F. Unless required by 8 Star Energy otherwise, any claimed/defective Product that has been replaced shall be disposed by Customer at its own expenses and costs in accordance with the local applicable waste law or regulations.

G. 8 Star Energy shall not accept any return of products without its prior written authorization.

7. Warranty Assignment

Without prejudice to other rights and remedies to 8 Star Energy in the Warranty letter, unless the end-user of the Products can submit sufficient documents to the extent satisfactory of 8 Star Energy evidencing the successful transfer and assignment of warranty from Customer to end-user, 8 Star Energy shall be entitled to reject the claims made by the end-user or owner of the Products. This Limited Warranty may be assigned to a third party who obtains the title of the Products under following pre-conditions: (1) the Products remain installed in their original installation location without reinstallation; (2) 8 Star Energy has received the full payment for the Products.

Notwithstanding the aforesaid, this Limited Warranty shall only be assigned as a whole and not in part to any party taking legal title of the Products.

8. Severability

If a part, provision or clause of this Limited Warranty for Crystalline PV Modules, 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 Crystalline PV Modules, and to this end such other parts, provisions, clauses or applications of this Limited Warranty for Crystalline PV Modules shall be treated as severable.

9. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for Crystalline PV Modules, maybe brought against 8 Star Energy more than six (6) months after the cause of action has occurred.

8 Star Energy may provide these warranty conditions in several languages for the convenience of Customers. In the event of deviations, the English version shall prevail.

In the case of a dispute in a warranty claim, a first-class international institute designated by 8 Star Energy such as Fraunhofer ISE in Freiburg, Germany or TÜV Rheinland in Cologne/China, TÜV SUD in China, Intertek, CSA, and other test laboratories (CBTL) accredited by IECEE shall be engaged to judge the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded. If 8 Star Energy and/or the Customer refuse(s) to accept or enforce the award made by the international institute, such dispute shall be finally settled in accordance with the dispute resolution process as set out in the purchase agreement entered into by 8 Star Energy and the customer for purchasing the products. The final right of interpretation shall be vested in 8 Star Energy.

10. Miscellaneous

Unless otherwise stipulated in the agreement, this Limited Warranty shall only apply to Products manufactured or sold after the publish date of this Limited Warranty and shall have no retroactive effect to the Products supplied prior to the Publish Date.

8 Star Energy and Customer agree that both parties have reviewed and understand the provisions of this Limited Warranty and Customer acknowledges that 8 Star Energy has explained all provisions and legal effect contained in such provisions and Customer has received satisfactory explanations as to any issue raised by it in respect thereof. Under no circumstances shall the Limited Warranty and provisions herein be regarded as the standard format clause of either party.

Unless otherwise stipulated by separate agreement, this Warranty shall not take effect to 8 Star Energy unless it is signed by 8 Star Energy either in separate form or cosigned in form of annexes with major contract order.

In addition to this Limited Warranty provided by 8 Star Energy, End-users have statutory rights and remedies under Consumer Protection Laws that will not be limited or replaced by this warranty. The products come with guarantees that cannot be excluded under Consumer Protection Laws.

11. Applicable Law, Jurisdiction

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.

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