



## LIMITED WARRANTY STATEMENT FOR PHOTOVOLTAIC MODULE PRODUCTS

### BY Sharp Solar Solution Asia Co., Ltd

For the photovoltaic solar module products of the following module types delivered under a sales contract or purchase order on and after, (date of CEC certificate issuance) 2023, Sharp Solar Solution Asia Co., Ltd (hereinafter referred to as “Sharp”) will provide the warranties in accordance with this <LIMITED WARRANTY STATEMENT PHOTOVOLTAIC MODULE PRODUCTS> (hereinafter referred to as the "Limited Warranty Statement”).

This Limited Warranty Statement applies only to the following module types (“modules”) of Sharp:  
NU-JC420B, NU-JC430, NU-JC435, NU-JC440.

This Limited Warranty Statement applies only to modules sold and installed for residential rooftop, industrial or commercial building rooftop in Australia. This warranty shall not apply to the installation for the solar power plant or land installation purpose.

The warranties in this statement are subject to the limitations and exclusions contained herein.

#### Definitions

The following terms used in this Limited Warranty Statement have the meaning set out below:

**Warranty Effective Date** means the date of installation or ninety (90) days after the Bill of Lading date of the shipment of the modules, whichever date is earlier.

**Guarantee Holder** means the end-customer of the modules. For the avoidance of doubt, a Guarantee Holder is a person who purchases the modules for their own use (and not for resale purpose), or who purchases a building on which the modules were first installed. The warranty from Sharp to Guarantee Holder does not apply to middlemen or installation companies or second purchasers of the modules (unless second purchase occurs through purchase of a building to which the modules were first installed).

#### Twenty Five (25) Year Limited Products Warranty

Sharp warrants Guarantee Holder for twenty-five (25) calendar years from the Warranty Effective Date, that the modules shall be free from defects in materials and workmanship which have an adverse effect on module functionality under normal application, installation, use and service conditions as specified in Sharp’s standard products documentation.

To the extent that it is not contrary to the applicable laws, Sharp guarantees that the module will maintain its mechanical integrity and stability, and remain safe and operational, in accordance with approved operation methods described in our installation instructions. The Limited Products Warranty covers all components included in the delivery of the module (glass, cells, foils, frames, electrical components, junction boxes, plugs and leads), provided that there are no indications of localized impacts or external forces; and professionally installed. To the extent that it is not contrary to the applicable laws, any damages caused by abrasion, improper installation or animals are exempt from this warranty.



Claims under the above warranties will only be accepted if the Guarantee Holder can provide proof that the malfunctioning or nonconformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Sharp's standard products documentation. If the products fail to conform to this warranty, Sharp will either repair or replace the products, or provide an appropriate residual market value of the products as compensation at its own discretion in accordance with applicable law.

If Sharp verifies in its reasonable judgment that a module does not comply with Limited Products Warranty and / or Power Output Warranty, then Sharp will either repair the affected module and return it to the Guarantee Holder, provide a new or refurbished replacement module shipped to the Guarantee Holder at the Sharp's expense, or provide an appropriate residual market value of the reduced performance of products as compensation at its own discretion to the maximum extent permitted under the Australian Consumer Law.

Any repair or replacement of an affected module shall not increase the applicable warranty period. Sharp reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to Sharp.

### **Power Output Warranty**

Sharp warrants to the Guarantee Holder, for a period of 25 calendar years from the Warranty Effective Date, the module will maintain a performance as set forth below:

- During the first year, Sharp guarantees the actual power output of the module will be no less than 99% of the labeled power output.
- From year 2 to year 25 of the warranty, the actual annual power output will not decline by more than 0.4% each year. By the end of year 25, the actual power output will be no less than 89.4% of the labeled power output of the module.

The actual power output of the module shall be determined by using Standard Testing Conditions only. Standard Testing conditions are described as follows: Cell temperature 25 degrees Celsius; Irradiation 1,000W/m<sup>2</sup> with AM-1.5 spectrum, on a system calibrated by Sharp (according to DIN EN IEC 60904).

The actual power output measurement is either carried out by a Sharp facility or by a Sharp recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a deviation from the warranted annual power output values described above then Sharp will compensate for such loss in power by either providing to the Guarantee Holder additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing an appropriate residual market value of the products as compensation at its own discretion in accordance with applicable law.

If Sharp verifies in its reasonable judgment that a module does not comply with Limited Products Warranty and / or Power Output Warranty, then Sharp will either repair the affected module and return it to the Guarantee Holder, provide a new or refurbished replacement module shipped to the Guarantee Holder at the Sharp's expense, or provide an appropriate residual market value of the reduced performance of products as compensation at its own discretion to the maximum extent permitted under the Australian Consumer Law.



Any repair or replacement of an affected module shall not increase the applicable warranty period. Sharp reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to Sharp.

### **Exclusions**

The Limited Products Warranty and Power Output Warranty set forth herein **DO NOT** apply to any module: 1) for which Sharp has not received all due payment from the Guarantee Holder; 2) for which the Guarantee Holder is unable to provide the purchase proof, details of the relevant module and other information or materials that can prove the claim is valid; 3) which, once supplied to the Guarantee Holder, has been subjected to negligence in transportation, handling, storage or use; 4) which has been repaired or in any way tampered with otherwise than in accordance with this Limited Warranty Statement; 5) which has been subjected to extraordinary salt or chemical exposure; 6) which has not been professionally installed or has otherwise been subjected to improper installation, application, alteration, unauthorized service; 7) which has been subjected to power failure surges, thunder, earthquake, rainstorm, accumulation of snow, being frozen, flood, fire, direct or indirect lightning strikes, or other extreme acts of nature; 8) which has been subjected to damage caused by animals, accidental breakage, vandalism, explosions, acts of war, or other events outside Sharp's control; 9) which has been moved from its original installation location; 10) which has been insufficiently ventilated or exposed to temperatures exceeding the maximum permissible temperatures according to the operating manual; 11) to which third party components have been connected (including where connected to components of the construction on which the modules are mounted) and those components have defects; 12) as a result of color change on the module or any other changes in module appearance resulting from normal wear and tear over time and that do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module; or 13) where the product label, type or serial number of the applicable module has been altered, removed or made illegible.

"Sharp will bear the cost of making a claim, except where, after due inquiry, Sharp forms the reasonable view that the warranties in this document do not apply and there has been no breach of guarantees under the Australian Consumer Law."

### **Claim Verification and Remediation Process**

If the Guarantee Holder believes that it has a justified claim covered by this Limited Warranty Statement, then the Guarantee Holder shall comply with the following process in order to make a valid claim.

Please first make a claim to the installer of the modules or retailer from whom you purchased the modules providing details of your claim in accordance with this Limited Warranty Statement . They will then progress your claim with Sharp.

The Guarantee Holder may instead submit a claim in writing direct to Sharp within the applicable warranty period specified above to one of the following addresses, or such future address as Sharp may provide from time to time:



**Sharp Corporation of Australia Pty Ltd**

Address: PO Box 84, Macquarie Park, NSW, 2113, Australia

Tel: 1300 135 02

E-mail: [solar@sharp.net.au](mailto:solar@sharp.net.au)

Website: <https://www.sharp.net.au>

**Sharp Solar Solutions Asia Co., Ltd as Exporter.**

Address: 952 RAMALAND BUILDING.15th FLOOR, RAMA IV ROAD. SURIYAWONG, BANGRAK, BANGKOK 10500 THAILAND

Tel: (66) 2 855 8800

E-mail: [info@sssa.sharp-world.com](mailto:info@sssa.sharp-world.com)

Website: <https://sssa.co.th/>

Such claim should enclose evidence of the date of delivery of the applicable modules and the basis for the Guarantee Holder's claim.

The Guarantee Holder shall provide further documentation or information necessary to assert a warranty claim (e.g. serial number of the Products, installation date, location and address of the installation, detailed description of the error observed, and if necessary, further information that may contribute to the analysis of the defect, photos of the damaged modules, the system wiring diagram, records of the monitoring system, etc.)

Warranty claims may only be made by the Guarantee Holder provided that the Product remain in their original location and configuration.

Upon receipt of a claim, Sharp may seek further information for the purpose of verifying the Guarantee Holder's claim.

Except as otherwise provided above, the Guarantee Holder will return the allegedly defective modules to Sharp in accordance with the written Return Merchandise Authorization (which will be provided to the Guarantee Holder as part of the claims process) and return packaging and shipping instructions from Sharp. The return of any modules will not be accepted by Sharp unless prior written authorization has been given by Sharp and the Guarantee Holder has complied with the packaging and shipping instructions provided by Sharp.

**Force Majeure**

Force majeure refers to unforeseeable, unavoidable and insurmountable objective conditions created by events beyond the control of Sharp, including but not limited to war, riot, strike, epidemic situation, quarantine, traffic control and other social events; Natural disasters such as earthquake, fire, flood, snowstorm ,hurricane, thunder and lightning, natural disaster, transportation delays; or due to the lack of appropriate or sufficient labor force, shortage of raw materials or a lack of production capacity, technology or output; or delay caused by national laws, regulations, administrative rules or orders.

Due to the occurrence or continuation of a force majeure event, Sharp may be unable to perform or may have delays in performing its obligations under this Limited Warranty Statement. In this case, Sharp's obligations to perform will be wholly or partly excused to the extent permitted by applicable laws and by contract with the Guarantee Holder. However, Sharp shall promptly inform the Guarantee Holder of the occurrence of a force majeure event and negotiate with the Guarantee Holder to take necessary measures to minimize the impact of it on any claim.

**Disclaimers**

To the maximum extent permitted by applicable law and without excluding, limiting or modifying the Guarantee Holder's rights (if any) under the Australian Consumer Law, the limited warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations on the part of Sharp unless such other warranties and obligations are agreed to in writing by Sharp.

**Limitation of Liability**

To the maximum extent permitted by applicable law including the Australian Consumer Law:

- Sharp hereby disclaims, and 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 any of its products or their use.
- Under no circumstances will Sharp be liable to the Guarantee Holder, or to any third party claiming through or under the Guarantee Holder, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the products, even if Sharp has been advised of the possibility of such damages.

You may have specific legal rights outside this warranty, and you may also have other rights that vary from state to state or country to country. This limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods.

**NOTICE FOR AUSTRALIAN GUARANTEE HOLDER:**

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.

The benefits to a consumer under Sharp's express limited warranties are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranties relate.