



LIMITED WARRANTY STATEMENT FOR PHOTOVOLTAIC MODULE PRODUCTS

BY Sharp Solar Solution Asia Co., Ltd

This <LIMITED WARRANTY STATEMENT FOR PHOTOVOLTAIC MODULE PRODUCTS> (hereinafter referred to as the "Limited Warranty Statement") applies to Sharp Solar Solution Asia Co., Ltd (hereinafter referred to as "SHARP")'s photovoltaic solar module products as specified herein only.

For the photovoltaic solar module products of the following module types delivered under sale contract or purchase order on and after, (date of CEC certificate issuance) 2023, SHARP will provide the warranties in accordance with this Limited Warranty Statement.

This Limited Warranty Statement applies only to the following module types ("Modules") of SHARP: NU-JD550 series to be introduced in the future for industrial use.

This Limited Warranty Statement applies only to Modules sold and installed in Australia and is provide to Customer as specified herein only. For avoidance of doubt, the warranty under this Limited Warranty Statement does not provide to any third person who is not Customer as specified herein.

The warranties in this Limited Warranty 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:

- (a) **Warranty Effective Date** means the date of the Bill of Lading of the shipment of the Modules.
- (b) **Customer or Guarantee Holder**, means the original purchaser and its assignees as permitted hereunder with respect to all Modules sold by SHARP or Sharp Corporation of Australia Pty Ltd under purchase agreements signed on or after CEC certification issuance date for Modules.

REPRESENTATIONS AND WARRANTIES

Subject to the limitations and exclusions contained herein, SHARP warrants to Customer that the Modules are new, free from defect, of good quality and standard, in compliance with the specifications in the data sheet of SHARP and fit for the purpose of the project. Project means the case where Customer or Guarantee Holder installed the Modules

The warranty under Limited Warranty Statement is transferable to its assignees to the extent the Modules remain installed in the original location and SHARP is notified in writing of such assignment before the assignment.

FORCE MAJEURE

SHARP shall be excused from performance under this Limited Warranty Statement, and SHARP shall not be liable for or deemed in breach of this Limited Warranty Statement because of any failure or omission to carry out or observe any obligations under this Limited Warranty Statement, to the extent that such performance is wholly or partly rendered impossible or delayed (i) by an event that is not within the reasonable control, directly or indirectly, where SHARP is seeking to have its performance thereby excused including, without limitation, fire, unusual flood, earthquake, thunderbolt, lightning, typhoon, hurricane, tsunami, act of God or the public enemy, act of the government (other than in



respect of the failure of Customer to comply with Governing Law), riot, pandemic, unusual government export or import restrictions, embargoes, port closure, vessel delay, perils of the sea or any other extraordinary cause where the failure to perform or delay is beyond the reasonable control of SHARP.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall SHARP be responsible for any liability, damage, injury to persons or property, for other loss or injury resulting from any cause whatsoever arising out of or related to the Modules or their use. To the maximum extent permitted by applicable law, in no event shall SHARP be liable to the Customer or to any third party's claiming for any incidental or consequential, special, punitive or indirect damages or anticipated loss of profit, loss of time, loss of use, equipment downtime, or other losses of any kind incurred by, related to Modules, even if the SHARP has been warned of the possibility of any such loss or damage.

To the maximum extent permitted by applicable law, SHARP's entire and aggregate liability for all claims or otherwise arising from this Limited Warranty Statement, whether for product warranties, breach of contract, tort (including negligence) or otherwise (except for any liability with respect to fraud or willful misconduct), indemnity shall not exceed the price as of the individual sales contract of order.

Warranty for the Modules

SHARP warrants that Modules are free from defects whether it is design, material and/or workmanship defect for a period of twelve (12) years from the date of the Bill of Lading date of the shipment of the modules.

If customer discovers any damage or defect that could not be found at the delivery date of the products, customer shall immediately give written notice to Sharp to that effect.

If the damage or defect is solely attributable to Sharp, and as far as customer notifies Sharp to that effect within twelve (12) years from the date of the Bill of Lading date of the shipment of the modules, customer at its discretion has the right to claim Sharp's free repair, or replacement of the products. Repaired or replaced projects are warranted hereunder for a period of twelve (12) years commencing from Warranty Effective Date.

Neither the repair nor replacement of the Modules, nor the supply of additional Modules, shall cause the amendment of the original warranty start date, and the original period of this Limited Warranty Statement shall not be extend thereby.

SHARP is not responsible for, and the Customer shall bear, the costs of any on-site labor and any costs associated with the removal or reinstallation inland transportation of the Modules or any components hereof for service under this Limited Warranty Statement.

Item	Product Warranty (Years)	Output Warranty (Years)
PV Panel	12	25

25-Year PV Panel Degradation Warranty

SHARP warrants that the DC power output of the Modules ("DC power output"= the aggregate of all the Modules output measured at installation site and adjusted for STC conditions (STC conditions: irradiance 1000w/m2, AM 1.5, cell temperature 25°C)) is equal to or greater than an aggregate of DC PV capacity based on typical Maximum power (Pmax) set forth in the data sheet at STC conditions



multiplied by the percentage specified in table-1 (“Warranted DC Power Output”) below for twenty-five (25) years from Warranty Effective Date. (“Warranty Period for 25-Year PV Panel Degradation”).

If the DC power output measured at installation site of the Modules are determined by SHARP, to fail to meet at the value of the DC power output specified above for any reason attributable to SHARP, SHARP will, at its sole discretion, determine to repair, to replace the solar modules and/or to provide Customer with the additional solar module in order to recover the value of the DC power output.

Repaired, replaced and/or additionally supplied solar module is warranted hereunder for remainder of the Warranty Period for 25-Year PV Panel Degradation.

Solar modules for replacement or additional supply will be the same or electrically compatible model with the original Modules.

Neither the repair nor replacement of the modules, nor the supply of additional Modules, shall cause the amendment of the original warranty start date, and the original period of this Limited Warranty Statement shall not be extend thereby.

Test procedure for 25-Year PV Panel Degradation Warranty shall be based on the SHARP standard procedure separately informed by SHARP.

SHARP is not responsible for, and the Customer shall bear, the costs of any on-site labor and any costs associated with the removal or reinstallation inland transportation of the Modules or any components hereof for service under this Limited Warranty Statement.

Percentage of the Warranted DC Power Output for the Products

Year	%	Year	%	Year	%
1	98.00%	11	92.00%	21	86.00%
2	97.40%	12	91.40%	22	85.40%
3	96.80%	13	90.80%	23	84.80%
4	96.20%	14	90.20%	24	84.20%
5	95.60%	15	89.60%	25	83.60%
6	95.00%	16	89.00%		
7	94.40%	17	88.40%		
8	93.80%	18	87.80%		
9	93.20%	19	87.20%		
10	92.60%	20	86.60%		

Assumptions of the Warranted DC Power Output percentage for the Products

100% of Warranted DC Power Output means an aggregate of DC PV module output based on typical Maximum power (Pmax) set forth in Specification sheet at STC conditions.



These values are estimated, assuming that the maintenance shall be conducted in accordance with the maintenance program which will be established by SHARP.

These values are estimated, assuming that there is no shade by trees and structural objects around the site.

The uncertainty of measuring instruments must be taken in account separately.

Exemptions from Warranty

Notwithstanding the foregoing, the obligations of SHARP provided herein shall not apply to any of defects of Modules or lack of power output of the PV module resulting from the followings. In addition, with regard to the claim about visual appearance, should the level of PV Panel capacity is within the specification, it shall not be considered as defective, and SHARP shall in no way hold itself liable for Customer's claim:

- i) Defects and/or failures caused by devices and/or parts other than the Modules, after handover to Customer;
- ii) Force majeure events including, but not limited to, war, riots, destruction, fire, organic solvents exposure, explosion, earthquake, storm, typhoons, cyclone, hurricanes, tornadoes, volcanic action, floods, tidal waves, tsunami, lightning, indirect lightning stroke, snowfall, salt damage, acid rain, something that dropping, something that comes flying or action by insects, animals, any land subsidence, crack or landslide;
- iii) Any failure caused by the property loss, robbery, burglar or same kind;
- iv) Any abuse, misuse, negligent acts by Customer, or its O&M contractor or any improper installation, application, alteration, or improper system design which caused constant shading to Modules, modifications to the Modules;
- v) Any damages or defects in the Modules which were caused by repairs or attempted repairs performed by anyone other than an authorized service;
- vi) Any external scratch, stain, natural mechanical wearing, corrosion, mold, deterioration, discoloration, and any other phenomena of similar kind as long as products work as intended defined in the specification;
- vii) Any phenomena that cannot be prevented with the technology available for practical use at the time of this warranty certificate;
- viii) Negligence in transportation, handling, storage or use;
- ix) Power failure, accidental breakage, vandalism, or other events outside SHARP's control;
- x) Modules have been moved from its original installation location.

Also, no warranty claim may be made if the label, type or serial number of the Modules has been altered, removed or made illegible.

Scope of Warranty

This Limited Warranty Statement cover the Modules from the issuance date of this warranty certificate.

If Customer offers a warranty for the Modules to any third party beyond the scope and/or period of warranty provided herein, SHARP will not hold itself liable for any warranty beyond those provided herein.

Defect must be proven by the Customer prior to the repairing, removing, or replacing that the defect is attributable to the SHARP's fault.

Others



THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SHARP, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SHARP.

SHARP SHALL NOT BE RESPONSIBLE FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE PRODUCTS INCLUDING OR THEIR USE, ANY DEFECTS AND/OR FAILURES IN THE PRODUCTS.

THE REMEDIES SET FORTH IN THIS DOCUMENT ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY BY SHARP.

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.

Sharp will bear the cost of making a claim, except where, after due inquiry, Sharp confirms 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.

The Guarantee Holder shall 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

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

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

Such claim should enclose evidence of the date of the Bill of Lading, the date of the shipment of the 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.) and such documents needs to include document which reasonably explain to prove the defect.

Warranty claims may only be made by the Guarantee Holder provided that the Modules 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.