



Limited Warranty for Solar Modules



Version: July 1, 2023

Limited Warranty for Solar Modules (July 1, 2023 Version)

Guangdong Lesso Banhao New Energy Technology Group Co., Ltd. ('Lesso Banhao') provides limited warranty set out below for the Solar Modules ("Solar Module" / "Product") delivered on or after July 1, 2023 to the Buyer pursuant to this Limited Warranty for Solar Modules (hereinafter referred to as 'Limited Warranty').

1. Limited Product Warranty

Lesso Banhao warrants that its Solar Module, including factory-assembled DC connector and cable (if any), is free from any defects in materials and workmanship under normal application, installation, usage and maintenance conditions. If Solar Module fails to conform to this Limited Warranty within one hundred and forty-four (144) months since the date of the bill of lading ('B/L'), Lesso Banhao shall have the right to either repair or replace the Product at its own discretion, or refund the purchase price paid by the Buyer. Such repair, replacement or refund shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period of one hundred and forty-four (144) months set forth herein. "Limited Product Warranty" as described under this clause shall not apply to specific output power, which shall be specifically elaborated in clause 2 'Limited Power Warranty' below.

2. Limited Power Warranty

In respect of Solar Module (excluding inverter/converter), Lesso Banhao warrants that:

From the Warranty Start Date, the ratio of output power loss to rated power under Standard Test Conditions (STC) for Solar Module shall not exceed the following:

- (1) For Monofacial PERC Module: 2.0% in the first year from the shipment date, and 0.55% each year thereafter from the 2nd to the 25th year of the warranty period; actual power output shall be not less than 84.8% of rating power by the end of the 25th year of the warranty period;
- (2) For Bifacial Mono PERC Module: 2.0% in the first year from the shipment date, and 0.45% each year thereafter from the 2nd to the 30th year of the warranty period; actual power output shall be not less than 84.95% of rated power by the end of the 30th year of the warranty period;
- (3) For Monofacial N Type TOPCon Module: 1.0% in the first year from the shipment date, and 0.4% each year thereafter from the 2nd to the 30th year of the warranty period; actual power output shall be not less than 87.4% of rated power by the end of the 30th

year of the warranty period;

- (4) For Bifacial N Type TOPCon Module: 1.0% in the first year from the shipment date, and 0.4% each year thereafter from the 2nd to the 30th year of the warranty period; actual power output shall be not less than 87.4% of rated power by the end of the 30th year of the warranty period;
- (5) The Warranty Start Date shall be defined as the B/L date;
- (6) 'Rated power' (POr) means the power of Solar Module indicated in its nameplate and expressed in watts, excluding the actual positive tolerance. 'Actual output power' (POt) means the peak output power of Solar Module at a time point (t) after the Warranty Start Date, under STC, excluding error. 'Standard Test Conditions' (STC) means: (a) AM 1.5 spectrum; (b) solar irradiation of 1000W per sqm; and (c) module temperature of 25 degrees Celsius at irradiation angle of 90 degrees, for IEC 61215 compliant testing. The degradation rate is calculated according to the following formula:

$$DR = 100\% - \left[\frac{PO_t}{PO_r}\right] \times 100\%$$

(7) Within the limited power warranty period from the Warranty Start Date, should any output power loss exceeding the warranted value, as verified by the Seller, is due to a defect in materials or workmanship of the Seller, or further confirmed by an independent test agency (if so requested by the Buyer), which is selected and confirmed mutually by the Buyer and the Seller, the Seller will, at its sole option and discretion choose the following remedial measures: (1) to make up for the power loss by providing the Buyer with additional Solar Module; or (2) to repair or replace the defective Solar Module.

3. Exceptions and Limitations 1

- (1) Warranty claims shall be filed within the warranty period in any case.
- (2) In respect of any Solar Module, the "Limited Product Warranty" and "Limited Power Warranty" shall not apply to the following situations:
 - Misuse, abuse, negligence, or accident;
 - Modified installation, improper installation or application;
 - Violation of Lesso Banhao's User Guide for Installation and Maintenance;
 - Repair or replacement by technical service staff who have not been authorised by Lesso Banhao;
 - Power failure, lightning, flood, fire, accidental damage or other events beyond Lesso Banhao's control;

- Alteration, erasing or illegibility of the Product model, nameplate or module serial number;
- Other damages verified as not attributable to the Seller's liability.
- (3) The Limited Product Warranty and Limited Power Warranty do not cover the transportation cost, customs clearance charges or any other expenses for return of Solar Module, transportation cost for reshipment of any repaired or replaced module, as well as any costs associated with installation, removal or re-installation of module.
- (4) Warranty claims will not be accepted if the serial number of the Solar Module has been altered, removed or made illegible.
- (5) If the full payment for the module has not been made to Lesso Banhao, nothing contained in this Limited Warranty will be applicable, and the Buyer has no right to claim liabilities listed herein against the Seller.

4. Exceptions and Limitations 2

This Limited Warranty is expressly in lieu of and excludes all other express or implied warranties (including but not limited to, warranty of merchantability, and warranty of fitness for particular purpose, use, or application), and all other obligations or liabilities on the part of Lesso Banhao, unless such other obligations or liabilities are expressly agreed to in writing, signed and approved by Lesso Banhao. Lesso Banhao shall be exempted from or assume no warranty liability under any of the following circumstances:

- (1) Lesso Banhao shall not be liable for personal injury or property damage, or for other loss or injury resulting from any reason arising out of or related to the Solar Module, including, without limitation, any defects in Solar Module or from its use or installation.
- (2) In no event shall Lesso Banhao be liable for any consequential, indirect or special loss caused for any reason.
- (3) Lesso Banhao shall not be liable for any loss of utility, loss of production, loss of income (including expected income), loss of profit, loss of power generation or loss of electricity charges arising from Solar Module or other products to the Buyer (including its customers or related third parties).
- (4) Lesso Banhao will neither provide any quality warranty services nor be held responsible if the Buyer fails to maintain the Solar Module at the authorized service outlets or providers of Lesso Banhao.
- (5) The normal degradation of output power shall not be covered by the warranty.
- (6) The Solar Module which have been installed two or more times shall not be covered by

the warranty.

- (7) Upon expiry of the warranty period, the Buyer's warranty claims will not be accepted. The Seller may decide whether to continue to provide corresponding services if so requested by the Buyer, and make charges at the prevailing market price.
- (8) Lesso Banhao shall assume no warranty liability or otherwise be held accountable for appearance defects of Product. For the purpose of this paragraph, "appearance defects" shall include but are not limited to scratch, stains, mechanical wear, rust, mold, glass breakage, photovoltaic cell crack, chromatic aberration, etc.
- (9) Other circumstances as stipulated in this Limited Warranty where Lesso Banhao shall be exempted from or assume no warranty liability.
- (10) 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.

5. Performance of Warranty

If the Buyer believes that a justified claim under this Limited Warranty could be made, the Buyer shall bear the burden of proof, and shall promptly deliver a written notice, by registered post, to the address of Lesso Banhao set out below, or, send a notice via email to the email account of Lesso Banhao set out below. The notice shall specify: (a) the claimant; (b) detailed description of the situation; (c) evidentiary materials, including photos and data; (d) serial number of the Solar Module; and (3) model of the Solar Module.

Any difference arising between the two parties from a warranty claim shall be submitted to a best-in-class test agency in China or other countries for testing, such as TUV Rheinland, TUV SUD, Guangdong Testing Institute of Product Quality Supervision, or other independent third-party test agency recognized by Lesso Banhao. The power tolerance of the test equipment used by the third-party test agency for the testing specified herein shall be notified to the two parties in writing before such testing, and the power tolerance shall be reflected in the final result reported by the independent test agency. Unless otherwise paid by other parties, all testing expenses shall be met by the losing party (i.e. the party against whom the test results are unfavorable). Lesso Banhao shall have the right of final interpretation. Lesso Banhao will not accept the return of Solar Module by the Buyer without a prior notice of consent being issued.

6. Severability

If a section, provision or clause of this Limited Warranty, or its application to any person or circumstance, is adjudged invalid, void or unenforceable, such adjudgment shall not affect all other sections, provisions, clauses of this Limited Warranty or their applications, and they shall be deemed as severable.

7. Miscellaneous

- (1) The repair or replacement of Solar Module or the supply of additional Solar Module does not result in the commencement of a new warranty period, nor shall the original warranty period of this "Limited Warranty" be extended. Any replaced Solar Module shall be the property of Lesso Banhao and disposed of at its sole discretion. At the time of handling a claim, Lesso Banhao shall have the right to deliver Solar Module of a different model (different in size, color, shape, or power) if it has discontinued producing the Solar Module to be replaced.
- (2) In the event of any objection to the clauses of this Limited Warranty, Lesso Banhao shall have the right of final interpretation. It shall reserve the right of interpretation of all clauses hereof.
- (3) Upon any warranty claim made by the Buyer beyond the scope of warranty, the Seller may decide whether to provide the corresponding service, and charge the materials, equipment and service at the prevailing market prices.

8. Transferability of Warranty

In case of transfer of ownership of the Solar Module, if the Solar Module is still installed at the original location (i.e., initial installation location), this Limited Warranty shall be automatically transferred with the ownership of the Solar Module, but the warranty period shall not be re-calculated.

9. Force Majeure

Lesso Banhao shall not be liable for continuing its performance of obligations and making compensation to the Buyer or any third-party due to any failure, non-performance or delay in performance of any sales terms and conditions (including this Limited Warranty), arising from natural force, war, riot, strike, state of war, epidemic or other infectious diseases, fire, flood or other causes or events beyond the reasonable control of Lesso Banhao. In such case, Lesso Banhao shall have the right to suspend or terminate this Limited Warranty.

10. Language

In the event of any discrepancy between the Chinese and English versions of this Limited Warranty, the Chinese version shall prevail.

Manufacturer

Guangdong Lesso Banhao New Energy Technology Group Co., Ltd.

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Email: www.lesso.com Website: www.lesso.com

Importer

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Email: Timothyhe@t1constructions.com Website: https://t1ms.com.au/

Contact person and position : Timothy He

Model List	
600C(HPM)72(182)	595C(HPM)72(182)
590C(HPM)72(182)	585C(HPM)72(182)
580C(HPM)72(182)	440C(HPM)54(182)
435C(HPM)54(182)	430C(HPM)54(182)
600C(HBD)72(182)	595C(HBD)72(182)
590C(HBD)72(182)	585C(HBD)72(182)
580C(HBD)72(182)	440C(HBD)54(182)
435C(HBD)54(182)	430C(HBD)54(182)
585C(HBB)72(182)	580C(HBB)72(182)
435C(HBB)54(182)	430C(HBB)54(182)

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