

Rinnai

PV Module Limited Warrantnty

Roof-top Markets in Australia Only

Preface

RINNAI Australia Pty Ltd. (hereinafter referred to as "**RINNAI**") undertakes to provide a limited warranty (hereinafter referred to as "**Limited Warranty**") as described below to the **Buyer** or Purchaser (hereinafter referred to as "**Buyer**") as identified in the sales contract for the purchase of the **Modules** (crystalline silicon half-cell PV **Modules**, hereinafter referred to as "**Modules**" or "**Module**").

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1. Definition

1.1 The **Modules** referred to herein means only Grade A **Modules** (not including the downgraded and scrapped **Modules**) produced by **RINNAI** and its authorized manufacturers and legally marked with the **RINNAI** trademark. This **Limited Warranty** applies only to the **Modules** that are sold or delivered by **RINNAI** to Australia.

2. Warranty Start Date

2.1 The "Warranty Start Date" referred to herein means the earlier of initial installation date of **RINNAI Modules** or 90th calendar day after the delivery (Incoterms 2020) of **RINNAI Modules** to the **Buyer**.

3. Limited Warranty

3.1 Limited Product Warranty (hereinafter referred to as "Limited Product Warranty")

After **RINNAI** has delivered the **Modules** to the **Buyer**, in the event any defects of the **Module** appearance (including but not necessarily limited to abrasions, scratches, stains, mechanical wear, rust, mildew, color difference and optical attenuation, the changes of EL images, normal wear and tear during use, etc.) or other changes of the **Modules** shall not be deemed as the defects stipulated under this **Limited Warranty**.

For roof-top markets in Australia only, **RINNAI** warrants that for a period of twenty-five (25) years since the Warranty Start Date, the following types of **Modules** will be free from any defect in design, material, workmanship or manufacturing attributed to **RINNAI** that will materially affect the power generation function or cause any non-operation.

| Product | Type |
|-------------|-------------------|
| TOPCon G12R | RINNAI-SK-XXX |
| | RINNAI-JK-BLK-XXX |
| | RINNAI-JK-XXX |

* xxx in model number represents power class. For full model number please refer to datasheet and/or label.

3.1.1 In order to enjoy the Limited Product Warranty as stipulated under Article 3.1 above, the following application conditions shall be met:

a) **Installation:** **RINNAI**'s standard installation manual must be followed.

3.2 Limited Power Warranty (hereinafter referred to as "Limited Power Warranty")

RINNAI warrants the loss of **Module** power output during the corresponding Limited Product Warranty period as stipulated under Article 3.1 (as the case maybe), and such is based on a comparison of the minimum value of the nominal power tolerance of the **Module** specified on the **Module** nameplate and the maximum peak output power of the actual **Module** measured under standard test conditions (STC).

Peak power is the maximum power of the **Module** measured under STC. Standard test conditions: Spectrum AM1.5, light intensity 1000W/m², temperature 25 ± 2 °C. All measurements of actual output power shall be performed in accordance with IEC 60904, the effects of test uncertainty shall be taken into account. The final power test value is recognized as being in compliance with the guaranteed power value if it meets within the deviation limits.

The "Attenuation Rate" is the positive ratio of the attenuation of the **Modules** calculated according to the following formula: Attenuation Rate = 100% * (Nominal Power - Peak Power)/Nominal Power. For the avoidance of disputes, it is hereby declared that the Attenuation Rate under this **Limited Warranty** refers to the annual attenuation rate from the Warranty Start Date, and the Attenuation Rate of less than 1 year is calculated for the full year.

3.2.1 Dual Glass Module

TOPCon Dual Glass Module

RINNAI warrants that the Attenuation Rate of the following types of **Modules** over a period of 30 years since the Warranty Start Date is:

The first year of power loss will be within 1%, and the loss from the 2nd to the 30th year shall be within 0.4% annually. The power output of the last year is not less than 87.4%.

| Product | Type |
|-------------|-------------------|
| TOPCon G12R | RINNAI-SK-XXX |
| | RINNAI-JK-BLK-XXX |
| | RINNAI-JK-XXX |

* xxx in model number represents power class. For full model number please refer to datasheet and/or label.

4. Repair, Replacement or Refund

- 4.1 If, during the term of the Limited Product Warranty or Limited Power Warranty, a **Module** incurs a power loss exceeding the guaranteed value, and (i) such defect is caused by reasons solely attributable to **RINNAI** as analyzed and determined by **RINNAI**; or (ii) if reasonably required by the **Buyer**, is confirmed to be caused by reasons solely attributable to **RINNAI** by the reputable domestic or international third-party testing organization (which is selected by both the **Buyer** and **RINNAI**)(the cost shall be borne by the party with more deviation in results, and the decision in this regard shall be final and binding of both the **Buyer** and **RINNAI**) (hereinafter referred to as "Defected **Module**"), **RINNAI** will, at its sole discretion, elect either of the following relief measures:
- 4.1.1 Repair the defective solar **Modules**. In such case, **RINNAI** shall prepare the repair project plan and carry out the repair project for the affected **Modules**, or
- 4.1.2 Replace the defective **Modules** or provide additional **Module(s)** to make up for the output gap between the guaranteed output and the actual power output of the defective **Module(s)**, or
- 4.1.3 Refund the residual value of the defective **Modules** or refund the value equivalent of the output gap between the guaranteed power output and the actual power output of the defective **Module(s)**.
- a) Residual value = current market price (price-per-watt)* nominal power, * left-over service life/guaranteed service life.
- b) Value Equivalent of Output Gap = current market price (price-per-watt)* (guaranteed power output-actual power output).
- 4.2 If **RINNAI** chooses to take the remedy of free repair or free replacement of the defective **Module**, **RINNAI** shall bear the direct cost of repairing, replacement and the freight charges incurred in shipping the additional products to the **Buyer**, but excluding insurance, air freight, customs clearance, tariffs, and other additional costs not caused by **RINNAI** (e.g., demurrage, warehousing, etc. due to the **Buyer's** or the end-user's negligence). Costs incurred due to dismantling, repacking, installation or reinstallation the **Module(s)** and other related expenses shall be borne by the **Buyer**.
- 4.3 If the residual value refund program is selected and implemented, the limited product warranty ends immediately.

- 4.4 Unless instructed by **RINNAI** or required by law, the **Buyer** shall dispose of out-of-use **Module(s)** in accordance with applicable regulations on electronic waste treatment and disposal at its own cost. If **RINNAI** decides or is required by law to retrieve these defective **Modules**, the ownership of the relevant **Module(s)** belong to **RINNAI**. In the event the **Buyer** returns the Solar **Modules** to the **RINNAI** without the prior written consent of **RINNAI**, the risks (including but not limited to damage or loss of the Solar **Modules**) and expenses related to the Solar **Modules** shall be borne by the **Buyer**, and **RINNAI** is entitled to refuse to deal with the related claims and demands without any liability therefrom. Unless with written authorization from **RINNAI**, any replaced **Module(s)** shall not be resold, reworked or reused in any way.
- 4.5 Regarding the defective **Module** which is repaired or replaced by **RINNAI**, the corresponding period of the Limited Product Warranty and the Limited Power Warranty of such Defective **Module** shall not be extended or renewed accordingly, i.e. the warranty period of such Defective **Module** shall be the remaining period of the warranty period corresponding to the same batch of **Module** which was purchased by the **Buyer**.
- 4.6 The above remedies are the sole and exclusive available remedies provided by **RINNAI** to the **Buyer** under the **Limited Warranty**, and **RINNAI** shall not be liable for any special, indirect, consequential, or incidental losses (including any loss of production, loss of profit, loss of goodwill, loss of business reputation, or loss of delay), etc., regardless of whether the relevant claim for losses is based on a claim of contract, warranty, tort, or strict liability.
- 4.7 **Buyer** has the right to make claims in accordance with the terms of this **Limited Warranty**. If the **Buyer** raises multiple claims in connection with the same issue/subject matter, **RINNAI** shall be deemed to have settled all applicable claims arising from such issue/subject matter after **RINNAI** has indemnified the **Buyer** regarding such issue/subject matter in accordance with the above provisions as stipulated under this **Limited Warranty** (i.e. the **Buyer** shall not be entitled to repeated indemnification in connection with the same issue/subject matter).

5. Liability Exemptions and Limitations

- 5.1 **RINNAI** and **Buyer** shall hereby expressly agree that this **Limited Warranty** shall not apply to any of the following **Modules** or circumstances:
- 5.1.1 The **Buyer** has not made the full amount of payment to **RINNAI** in accordance with the contract or purchase order entered into between **RINNAI** and the **Buyer** regarding the **Module**;

- 5.1.2 The quality class of the **Module** is not **RINNAI** Grade A (e.g. downgraded and scrapped **Module**);
- 5.1.3 The **Buyer** fails to comply with all the requirements of the **RINNAI** Installation Manual;
- 5.1.4 The type, nameplate or barcode of the **Module** has been altered, erased or unable to be recognized (except proven that such alterations or variations are caused by any act or omission of **RINNAI**);
- 5.1.5 **Modules** which have been installed near extreme heat or in extreme or volatile environmental conditions, causing the **Module(s)** to corrode, oxidize, or to suffer from chemical materials in the environment ;
- 5.1.6 **Modules** which have been installed on mobile equipment (except for photovoltaic tracking systems) such as vehicles, ships, etc.;
- 5.1.7 The building where the **Module** is placed is defective;
- 5.1.8 The **Module** is damaged due to any of the following: intentional damage, unauthorized modification or connection, unauthorized commencement, repair with unauthorized spare parts, accidents, effects of chemical products, and other acts beyond the reasonable control of **RINNAI**;
- 5.1.9 Although the **Module** is affected by the thermal expansion of the physical properties of the materials and may be warped to some extent or sunk after installation, it does not affect the installation, use and reliability of the **Module**;
- 5.1.10 **Modules** which have been subject to system voltage over the rated maximum system voltage or surges;
- 5.1.11 The use or parallel import of the **Modules** in a way that infringes intellectual property rights (such as patents rights of inventions, trademarks) of **RINNAI** or any third party;
- 5.1.12 The service technician servicing the **Module** is not a qualified person according to the relevant laws and regulations of the place of installation;
- 5.1.13 Other damages or non-use of the **Modules** caused by reasons not attributable to **RINNAI**.
- 5.2 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.

6. Claim and Performance of Warranty

- 6.1 When the **Buyer** makes any claim against **RINNAI** under this **Limited Warranty** ("Claim"), the **Buyer** shall first give written notice to **RINNAI** or its authorized distributor(s), together with the description of the claims, description of defective **Modules**, picture of the barcode and nameplate, copy of the commercial invoice and the delivery date of the **Module**.

RINNAI Australia Pty Ltd. contact details

Address: 100 Atlantic Dr, Keysborough, VIC, 3173

Web: www.rinnai.com.au

Tel: 1300 555 545

Email: enquiry@rinnai.com.au

Australian Importer contact details

Supply Partners Pty Ltd

Address: 184 Bluestone Cct,

Seventeen Mile Rocks QLD 4073

Web: www.supplypartners.com.au

Tel: (07) 3122 7584

Email: support@supplypartners.com.au

- 6.2 Any Claim shall be raised within 30 days (natural day) from the date on which the breach is found.
- 6.3 In the event of a dispute over the technical facts of the Claim, the **Buyer** and **RINNAI** shall jointly confirm the selection of a reputable domestic or international third-party testing institution to make the ruling, which shall be final, decisive and binding, and may be enforced in any proceedings brought under this **Limited Warranty**. All costs and expenses incurred in the adjudication process shall be borne by the losing party, unless otherwise provided in the judgment. For the avoidance of doubt, **RINNAI** and the **Buyer** confirm and agree that the parties shall not apply this Article 6.3 in respect of the same matter if the relevant matter has already been decided by the third party under Article 4.
- 6.4 If it is determined in accordance with Article 6.3 that the defect of the **RINNAI Module** falls within the scope of this **Limited Warranty**, then **RINNAI** will make the compensation in accordance with Article 4. If it is determined that the defects of the **RINNAI Module** are not covered by this **Limited Warranty**, **RINNAI** shall not be liable for any compensation, including but not limited to insurance, transportation, customs clearance and any other cost

incurred in the return of defective **Modules**, and **RINNAI** shall not be obligated to repair, replace or refund Defective **Module**.

- 6.5 The **Buyer** may contact the **RINNAI** Customer Service Center to inquire about the cost of the **Module** and related maintenance services in the event that (i) the **Module** is defective due to reasons other than **RINNAI** during the relevant warranty period as stipulated herein or (ii) the **Module** needs to be repaired or replaced after the expiry of the relevant warranty period.

7. Assignment of Rights

- 7.1 This **Limited Warranty** applies to the **Buyer** and its lawful successors or assignees (and the **Buyer** shall provide proof to the reasonable satisfaction of **RINNAI**), in which **Buyer** shall satisfy the following conditions of assignment before assigning its rights under this **Limited Warranty** to any third party:

- The **Modules** remain intact and unchanged at the initial installation site;
- There are no remaining arrears or other payables (e.g. liquidated damages) of the **Module** based on the sales contract or purchase order entered between the **Buyer** and **RINNAI**;
- The **Buyer** shall assign all (but not part) of its rights and obligations;
- The proposed assignee agrees to be bound by all of the terms of this **Limited Warranty**;

- 7.2 If required by **RINNAI**, the **Buyer** shall provide reasonable evidence to prove the corresponding succession or assignment of the ownership within 15 working days from the date of receipt of the **RINNAI**'s notice, otherwise **RINNAI** shall be entitled to refuse to process the relevant claims raised by any successor or assignee of the **Buyer** without any liability, and the **Buyer** shall indemnify **RINNAI** for all losses incurred thereby.

- 7.3 Except as set out above, this **Limited Warranty** shall not be assigned. Any assignment that does not comply with this Article shall not be binding on **RINNAI**, and **RINNAI** shall be entitled to refuse to process the relevant claims raised by the assignee of the **Buyer** without any liability, and the **Buyer** shall indemnify **RINNAI** for all losses incurred thereby.

8. Severability

- 8.1 If any part of this **Limited Warranty** is deemed to be invalid, void or unenforceable, or if the application of this **Limited Warranty** to certain person or under certain circumstances is deemed to be invalid, void or unenforceable, such shall not affect the validity of any other parts of the **Limited Warranty**. The unaffected part of this **Limited Warranty** or this **Limited Warranty** shall be deemed to be independent and valid.

9. Dispute

- 9.1 Any disputes relating to this **Limited Warranty** (including but not limited to the disputes regarding the survival, validity, breach or termination of it) shall be resolved in accordance with the dispute settlement as stipulated under the contract entered between **RINNAI** and **Buyer**. **RINNAI** reserves the right of final interpretation of the **Limited Warranty**.

10. Force Majeure

- 10.1 In the event of force majeure caused by fire, flood, blizzard, hurricane, lightning, changes in public policy, terrorism, war, riots, strikes, lack of appropriate or sufficient labor, materials or production capacity, technical or physical events, epidemic and any unforeseen events beyond the reasonable control of **RINNAI**, **RINNAI** shall not be liable in any way to **Buyer** or any third party for any failure or delay in the performance of its obligations under this **Limited Warranty**.

Rinnai

RINNAI Australia Pty Ltd.

100 Atlantic Dr,
Keysborough, VIC, 3173
1300 555 545
enquiry@rinnai.com.au