



FLEX LIVING SOLAR MODULE LIMITED WARRANTY

This solar module limited warranty applies to Flextronics Industrial, Ltd. (**FLEX**) photovoltaic modules with the following product codes (**Modules**):

FLV-MA-xxxS60Ay where xxx is 255-275 and y is W or K

FLV-MA-xxxP60Ay where xxx is 265-300 and y is W or B

FLEX provides the warranties set out in clause 1 (the **Limited Warranty for Materials and Workmanship**) and clause 2 (the **Limited Warranty for Power**) (together the **Warranty or Warranties**) to the first end-use customer (**Buyer**) purchasing Modules, for the periods stated in this document, in each case commencing upon the **Warranty Start Date** being the earlier of (i) the date of purchase by the Buyer, or (ii) the date that is six (6) months after the date of manufacture of the Modules.

This Warranty is transferable to subsequent owners of the Modules where the Modules remain installed in their original location.

1. 12-year Limited Warranty for Materials and Workmanship

FLEX warrants its Modules, including factory-assembled DC connectors and cables (if any), to be free from defects in workmanship and materials under normal application, installation, use and service conditions. If the Modules fail to conform to this standard during the period of one hundred and forty four (144) months from the Warranty Start Date, FLEX will (at its sole option) repair or replace the affected Modules, or refund the then current market price of the affected Modules.

Subject to applicable law, the repair, replacement or refund remedy (at FLEX's election) will be the Buyer's sole and exclusive remedy under the Limited Warranty for Materials and Workmanship (and for any defective Modules) and will not extend beyond the period set out in this document. This Limited Warranty for Materials and Workmanship does not warrant a specific power output, which will be exclusively covered under the Limited Warranty for Power set out in clause 2.

2. 25-year Limited Warranty for Power

If at any time during the period of twenty-five (25) years from the Warranty Start Date, any Modules exhibit a peak power output percentage degradation in excess of three percent (3.0%) in the first year, plus an incremental 0.7% per year thereafter, of the minimum "Peak Power at STC"¹ specified in the applicable FLEX Module datasheet, (the excess being the "**Excess Power Loss Percentage**"), then FLEX at its sole option will either:

- (1) replace such loss in power by either (at FLEX's sole option): (a) providing additional Modules to the Buyer to make up for such loss in power, or (b) replacing the defective Modules, or
- (2) refund the Excess Power Loss Percentage of the then-current market price of the Module to the Buyer.

Subject to applicable law, the remedies set out in this clause 2 will be the Buyer's sole and exclusive remedies under the Limited Warranty for Power (and for any failure of the Modules to supply the level of power represented in the applicable FLEX Module datasheet) and will not extend beyond the period set out in this document.

3. Exclusions and Limitations of Warranty

- A. This Warranty will not apply to any Module which has been subjected to misuse, abuse, neglect, alteration, disassembly, removal from its original installation location, improper reinstallation and/or improper installation or application including improper wiring, installation in an environment that exceeds the standard operating conditions as specified in the Module product specifications, non-observance of installation or maintenance instructions, repair or modifications by someone other than an qualified and approved technician, failures caused by power surges or other surrounding equipment, accidental breakage, extreme thermal or environmental conditions or rapid changes in such conditions, lightning, flooding, fire, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, tsunamis, heavy hail or other events caused by forces of nature or other acts beyond FLEX's reasonable control.



- B. Warranty claims will not be honoured if the type or serial number of the Modules have been altered, removed or made illegible.
- C. This Warranty does not apply to any alteration of the appearance of the Modules that does not affect the performance or functionality of the Modules.
- D. This Warranty does not cover any costs associated with installation, removal or re-installation of the Modules, any customs clearance or any other costs for return or re-shipment of Modules.
- E. All Warranty claims must be received within the applicable Warranty period for this Warranty to be effective.
- F. FLEX will not be responsible or liable in any way to any party for any non-performance or delay in performance of this Warranty due to a Force Majeure Event. A Force Majeure Event includes, but is not limited to, fire, flood, typhoon, earthquake, terrorism, riot, unforeseen customs delays, unavailability of materials, destruction of production facilities, strike and other unforeseeable and unavoidable events that are not caused by or attributable to FLEX. In such cases, performance by FLEX of this Warranty will be suspended without liability for the period of delay reasonably attributable to such causes.
- G. The repair or replacement of the Modules or the supply of additional Modules, does not cause the beginning of new Warranty terms, nor will the original terms of this Warranty be extended. Any replaced Modules will become the sole and exclusive property of FLEX. FLEX has the right to deliver another type (different in size, color, shape and/or power) where FLEX has discontinued producing the Modules being replaced under the Warranty claim.
- H. To the extent permitted by applicable law, the Warranties set out in this document are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application and all other obligations or liabilities on the part of FLEX. FLEX will 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 the Modules, including, without limitation, any defects in the Modules, or from use or installation.
- I. YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY AND THIS WARRANTY IS IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO YOU UNDER APPLICABLE LAW.

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.

4. Making a Warranty Claim

If the Buyer or permitted assignee of this Warranty feels they have a justified claim covered by this Warranty, such person may notify FLEX directly by telephone, email or mail using the contact details below, within thirty (30) days of the discovery of the defect giving rise to the Warranty claim.

All Warranty claims must include a description and any evidence of the Warranty claim, together with the corresponding serial numbers of the affected Modules and purchase documentation clearly showing the purchase date, purchase price and Module type. The return of any Modules will not be accepted by FLEX unless prior written authorisation has been provided by FLEX.

5. Complaints Process

If the Buyer is not satisfied with the handling of a Warranty claim by FLEX then they may make a complaint by telephone, email or mail using the contact details below.

The person taking the telephone call or receiving the correspondence will create a case in FLEX's complaints management system and assign the complaint a unique case number to be used in all correspondence with the Buyer regarding the complaint. A FLEX staff member will then contact the Buyer within a reasonable time to attempt to resolve the complaint if possible, or to otherwise commit to a process to resolve the complaint.



Until a complaint is resolved or discontinued by the Buyer, the FLEX will maintain contact with the Buyer to ensure that they are informed of the progress of their complaint and will maintain the relevant case file with notes of actions, conversations and decisions, including copies of relevant information and documentation.

At any time during the complaints process the Buyer may refer the complaint to an external consumer affairs or fair trading body or relevant ombudsman.

6. Technical Disputes Arising Under Warranty Claims

In addition to the process in clause 5, if a technical dispute arises during a Warranty claim, either party to the Warranty claim may request that the technical dispute be evaluated by a technical expert (**Expert**) appointed by the test institution chosen by FLEX in its sole discretion.

The appointed Expert will provide its opinion regarding the technical condition of the Modules and the validity of the Warranty claim. The parties will cooperate to fully accommodate the appointed Expert, and will provide the Expert with all necessary assistance to promptly complete their review. The Expert's opinion will be non-binding, provided however that the Expert's opinion will be admissible evidence in any Warranty dispute process. FLEX will have the final explanation right in any Warranty dispute process.

The prevailing party in any arbitration or litigation will have the right to recover its reasonable expenses of complying with this clause 6, including any amounts paid to the Expert.

7. Product Recalls

If it is found that a batch of Modules presents a safety risk or is non-compliant with a mandatory standard or ban, those Modules may need to be recalled. FLEX will conduct such Module recalls in accordance with the ACCC Product Safety Recall Guidelines (available at <https://www.productsafety.gov.au/publication/consumer-product-safety-recall-guidelines>).

8. Severability

If a part, provision or clause of this Warranty, or the application of this Warranty to any person or circumstance, is found invalid, void or unenforceable, such finding will not affect any other parts, provisions, clauses or applications of this Warranty, and to this end such other parts, provisions, clauses or applications of this Warranty will be treated as severable.

9. Contact Details

Flextronics Australia Pty Ltd (ABN 86 614 405 828)

Telephone: 13 FLEX (13 3539) (local call cost from anywhere in Australia)
+61 3 9697 1900 (International)

Email: warranty.au@flex.com

Address: 359-361 City Road, Southbank, Victoria, Australia 3006

¹ **Peak Power at STC** is the peak watt power generated by a photovoltaic module in its maximum power point under Standard Test Conditions (**STC**).

STC means (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m², and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of FLEX valid at the date of manufacture of the Modules. FLEX's calibration standards will be compliant with the standards applied by international institutions accredited for this purpose.