

## PRODUCT AND PERFORMANCE WARRANTY

FUTURASUN S.R.L. (hereinafter “FUTURASUN”) operates with the registered office in Cittadella (PD), Riva Pasubio N° 14, VAT number IT 04635940283. FUTURASUN hereby warrants to the Purchaser that the photovoltaic modules (hereinafter the “PV Modules”) with its brand, are factory-new and have been made in compliance with the applicable technical specifications and regulations.

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.

### 1. PRODUCT WARRANTY

FUTURASUN warrants that the PV Modules shall be free in all material aspects from defects in materials and workmanship under normal use, as may be specified in applicable technical documentation or in statements supplied with the order confirmation. The duration of this warranty is fifteen (15) years, from the date of purchase. If there are any defects or faults affecting the functional use of the PV Modules, FUTURASUN will, at its option, either replace or repair (partially and/or totally) the flawed Modules, or refund their price. Any costs associated with removal, transportation and reinstallation of the PV Modules, will be covered by the Purchaser.

### 2. PERFORMANCE WARRANTY

FUTURASUN warrants that the minimum power output of the PV Modules with its brand, is calculated by summing the linear power losses starting from the second year (the so called “Linear Warranty”), but not less than the values below:

Module series	Minimum guaranteed power during first (1 <sup>st</sup> ) year	Yearly Linear Warranty power loss starting from the second (2 <sup>nd</sup> ) year	Guaranteed power within the twentieth (20 <sup>th</sup> ) year	Guaranteed power within the twenty-fifth (25 <sup>th</sup> ) year
FU XXX M / MV FU XXX P / PV	97%	0,5%	90%	87%
FU XXX M / MV Next	97%	0,5%	90%	87%
FU XXX M / MV Next Pro	97%	0,5%	90%	87%
FU XXX M / MV Silk Pro	97%	0,5%	90%	87%



The reference value is the nominal Pmax as specified by FUTURASUN in the datasheets, considering the stated measuring tolerance.

The nominal power output is determined, in compliance with the international requirements of IEC 60904, under Standard Test Conditions (STC): insolation of 1000 W/m<sup>2</sup>, cell temperature of 25 °C and AM of 1.5. If within the applicable warranty period, the product should have the power output less than the minimum power specified in the warranty, at its option, FUTURASUN will compensate by either:

- providing to the Purchaser additional PV Modules, of power, type and dimensions available at the time of the claim, to make up the total wattage loss,
- by repairing or replacing the defective PV Modules with the new ones, of power, type and dimensions available at the time of the claim,
- or by providing monetary compensation to the Purchaser, that will be equal to the original purchase price less the depreciation of the PV Modules. Such depreciation will be calculated equal to 9%/annum, if the refund is provided within the first twelve (12) years, and equal to 4% annum, if the refund is provided within the twenty-fifth (25<sup>th</sup>) year.

Any repair or replacement of PV Modules shall not increase the applicable Product and Performance warranty period. In case of replacement of a PV Module, such Module will become property of FUTURASUN. Any costs associated with transportation, removal and reinstallation of PV Modules, will be covered by the Purchaser.

### **3. EXCEPTIONS**

The Product and/or Performance Warranty does not apply in the following cases:

- a) Negligence in use and/or abuse and/or wrong use and/or misuse.
- b) Improper connection and/or installation and/or removal and/or maintenance.
- c) The non-observance of the applicable regulations or instructions provided by FUTURASUN with regard to installation, use or maintenance.
- d) Inappropriate packaging and/or transportation, when the delivery is not performed by FUTURASUN.
- e) Spots, external scratches or aesthetic defects in appearance not reducing the guaranteed power output of PV Modules.
- f) Expiration of the warranty, lack of evidence of the purchase or delivery.
- g) Events relative to weather, environment and human actions, outside the normal operating conditions of the PV Modules.
- h) Alteration of serial numbers and identification labels of the applicable PV Modules.
- i) Exposure to fumes, chemical agents or environment, detergents or any products or materials that could reduce the functioning or the guaranteed power output of the PV Modules.
- j) Any power loss or damage caused by components not supplied by FUTURASUN.



- k) If FUTURASUN is not allowed to verify the claimed decrease of power output with the help of its measuring devices, under standard test conditions (STC), used in the PV industry and/or if FUTURASUN is not given access to the installed monitoring system portal the claimed modules are installed into, if available
- l) If the PV Modules have been removed and reinstalled, except for the repair.

***FUTURASUN disclaims and shall have no responsibility for equipment downtime, for any stop of the machinery, of the plant or of the production premises, for any lost profits, for any direct, indirect and consequential damage or injury of any kind caused by the non-conformity, the defects, the failure, the breakdown or the non-functioning of the PV-modules.***

#### **4. CLAIM VERIFICATION AND REMEDIATION PROCESS**

The warranties set forth herein apply under the following conditions:

- a) Any claims must be submitted, or risk forfeiture, in writing to FUTURASUN within fifteen (15) days from the date when a defect or non-conformity was discovered, or within and not later than fifteen (15) days from the expiration of the Product warranty or the Performance warranty.
- b) The date of purchase of the original PV Modules establishes the starting point of the applicable warranty period, also in case FUTURASUN has repaired, replaced, or supplied PV Modules in addition to those originally purchased.
- c) Any claims must be submitted through recorded delivery and include the original invoice, the delivery note proving the date of purchase of the PV Modules and the series number of every PV Module.

The Purchaser will refund to FUTURASUN the expenses incurred during the verification of the existence of the claimed defects on PV Modules, including expenses for the work of technical experts, unless the claim under the warranty has been accepted. The return of PV Modules will not be accepted unless prior written authorization has been given by FUTURASUN.

In case the claim under the warranty has been accepted, the Purchaser acknowledges that FUTURASUN's liability shall not exceed the purchase price paid for the PV Modules that gave rise to the claim.

#### **5. GENERAL PROVISIONS**

- The rights and duties of the Parties are governed by the Italian civil code, with exclusion of the United Nations Convention on contracts for the International Sale of Goods signed in Wien.
- For any dispute concerning the sale of products, the exclusive place of jurisdiction is Padova court-Italy.
- The attached General Sales Conditions are written in Italian and English. In case of discrepancy in the translation, the Italian version will prevail.



## **6. AUSTRALIAN IMPORTER CONTACT DETAILS**

### **SV SOLAR PTY LTD.**

3/554 Lutwyche Rd Lutwyche

QLD 4030

Brisbane

**Australia**

Phone: 1300 2444 24

E-Mail: [info@svsolar.com.au](mailto:info@svsolar.com.au)

Website: <https://svsolar.com.au/>

### **SUNPASS PTY LTD.**

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NSW, 2090

**Australia**

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Contact person: Apurva Thapa (Director)

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