

## PowerWave Energy Pty Ltd Warranty Procedure

Importer: Powerwave Energy Pty Ltd: ABN 26 110 077 677  
Address: 58 Kingston Drive Helensvale QLD 4212.  
Post: Box 3138 Helensvale Town centre QLD4212  
Website: [www.powerwave.com.au](http://www.powerwave.com.au)  
Email: [sales@powerwave.com.au](mailto:sales@powerwave.com.au)  
PH 07 3062 8660

Supplier: TradeZone Pty Ltd ABN: 39 103 815 130  
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Website: [www.tradezone.com.au](http://www.tradezone.com.au)  
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PH: 07 3067 2149

### After Sales Warranty Process & Complaint Handling.

Dear Valued Customer.

Please find the following process by which you can make an inquiry or contact our Customer Service Team.

1. If you have an issue with a Powerwave solar Module please call The Powerwave Energy Contact Centre on 07 3062 8660
2. Please supply a description of the problem with photos and serial numbers for each module.
3. On receipt of required information Powerwave Energy will contact you via email with a claim form and a reference number. This form needs to be completed and returned via email.
4. On receipt of the claim form, (one claim per email) Powerwave will contact you to confirm that all your details are correct.
5. If the goods fall under the Powerwave Energy warranty terms and conditions, Powerwave will supply replacement product under clause C on page 4 of this document.
6. 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. Powerwave Energy will conduct such product recalls in accordance with the ACCC Product Safety Recall Guidelines, available at: <https://www.productsafety.gov.au/publication/consumer-product-safety-recall-guidelines>

7. The Handling of batch defects:

- a. Glass defect.
- b. Frame defect.
- c. Junction or Cable or Connector defect.
- d. Back sheet defect.

All the above defects should be excluded from the Exclusions and Limitations terms.

Exclusions and Limitation terms:

1. In any event, all warranty claims must be filed within the applicable warranty period.
2. The “Limited Product Warranties” and the “Limited Peak Power Warranties” do not apply to any Modules which have been subjected to:
  - a. Misuse, abuse, neglect or accident, alteration, improper installation or application, non-observance of Powerwave’s installation and maintenance instructions, repair or modifications by someone other than an approved service technician of Powerwave.
  - b. Power failure surges, lighting, flood, fire, accidental breakage or other events out of Powerwave's Control.
  - c. Where the model, label, and serial number of PV-modules have been altered, removed or made illegible.
  - d. Any other damages which are verified as NOT Powerwave’s responsibility.

**Important Note: Australian Consumer Law:**

The PowerWave Energy Pty Ltd supplementary guarantee conditions are set out below:

This warranty is provided in addition to other rights and remedies held by a consumer at law. Powerwave goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable 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.

Powerwave Energy Pty Ltd, located at 58 Kingston Drive Helensvale QLD provides a supplementary “product” guarantee (A.1.) and a supplementary “power” guarantee (A.2.) in respect of Powerwave Energy’s photovoltaic modules (referred to in this document as “Module” or “Modules”) supplied in Australia by Powerwave Energy Pty Ltd for the following module type and quality class:

**PWxxxP2-60, PWxxxP2-72,  
PWxxxM2-60, PWxxxM2-72,**

The Powerwave Energy supplementary guarantees are applicable to purchases of Modules supplied in Australia from 1<sup>st</sup> May 2017.

The supplementary “product” guarantee covers defects with the module (A1). The subject of the supplementary “power” guarantee relates only to the modules power loss (A2). The following describes the conditions that will apply to both of these Powerwave guarantees.

A1.

The Supplementary “Product” Guarantee is subject to the other conditions contained in this document. Powerwave Energy guarantees that their Modules will be free from defects for a period of 10 years from the purchase date.

A2.

The Supplementary “Power” Guarantee is subject to the conditions contained in this document. Powerwave Energy guarantees that:

During the first year from the purchase date:

1. For Polycrystalline Products, a loss of efficiency of 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the Warranty start date.
2. For Monocrystalline Products, a loss of efficiency of 3% in the first year, thereafter 0.708% per year, ending with 80.008% in the 25th year after the Warranty Start Date.

The power output of the modules will be measured under the STC and under consideration of standard measurement tolerance (see page six for further information on STC).

The supplementary “product” and “power” guarantee periods shall begin on the same day on which Powerwave Energy or the installer sells the module to the end customer, with the invoice as proof.

The Supplementary Guarantee Conditions allows for the owner (“Owner”) of the Module, at the time at which a supplementary guarantee claim originates, to be entitled to make a claim under the Powerwave Energy Supplementary Guarantees. These guarantees apply only for the first installation of the modules. Claims under The Powerwave Energy Supplementary Guarantees may not be transferred to a third party. The benefits under The Powerwave Supplementary Guarantees are in addition to the other rights and remedies under law in relation to the Modules, in particular, those other rights or remedies held by a consumer under the Australian Consumer Law, to the extent that any other condition or warranty implied by law is excludable. The Powerwave Energy supplementary guarantees are voluntary guarantees provided by Powerwave Energy to the Owner of the Modules and are in addition to any other agreement or right the Owner might have against a vendor.

The PowerWave Energy supplementary guarantees will not apply if:

1. The Module is not part of the solar energy system in which it was initially integrated.
2. The Module is used in offshore systems.
3. The Module label or serial number of the module has been changed, erased, or made illegible, or otherwise become illegible.
4. The Module is not used in normal operating and climatic conditions.
5. The Module has not been properly stored, implemented, transported, installed, used or maintained. In particular, the installation must have been carried out as detailed in the most current version of The Installation Instructions for Powerwave Energy Modules on the date of installation.
6. Repairs, modifications or any other changes to the Modules must not have been made, even by properly qualified professionals.

7. The Powerwave Energy supplementary guarantees will not apply in the event of impairments or damage caused by current surges, lightning, flooding, vermin, fire, breakage, undue shock or similar external influences.
8. Other events or accidents outside the normal use of the Modules and over which Powerwave Energy has no influence.
9. Unauthorised repairs or alteration
10. Continued use after a fault becomes known or apparent and for which no claim has been made.
11. Defects of the system into which the module is integrated.

A defect in a Module does not exist in the case of mere irregularity in the appearance of a Module, provided that this does not fundamentally change the technical function of the Module.

Powerwave Energy will bear any reasonable expense incurred by the Owner in making a guarantee claim under the Powerwave Energy supplementary guarantees, provided that such expense was reasonably foreseeable as a result of such a failure and has been, at the reasonable discretion of PowerWave Energy, sufficiently substantiated.

Except where otherwise agreed by Powerwave Energy at its reasonable discretion, PowerWave Energy will not bear the expenses incurred by the Owner in relation to a guarantee claim under the Powerwave Energy supplementary guarantees which has not been substantiated according to section D below.

Upon accepting a valid claim under these supplementary guarantees, Powerwave Energy will, at its discretion, replace the Module or repair the Module or, for Powerwave Energy "Product" guarantee cases only, make provision of financial compensation for the appropriate residual value of the products. For Powerwave Energy "Power" guarantee cases only, provide additional Modules at its own cost or carry out technical measures to re-establish the guaranteed power output or provide financial compensation for the lower power output.

The indemnification under the PowerWave Energy Pty Ltd supplementary guarantees also covers reasonable and customary transportation costs for delivery of the substitute modules, reshipment of any repaired or replaced modules, and pay the costs associated with installation, removal or reinstallation of the modules.

If the module type is no longer in production at the time of the guarantee claims, Powerwave Energy reserves the right to supply another type of solar module which in all cases is of the same or higher power as the claimed module.

The Customer can choose the replacement module from the current Powerwave Energy product portfolio. The electrical compatibility has to be ensured.

The acceptance of a claim does not extend the existing supplementary guarantee period nor constitute the commencement of a new period. Replacement modules do not come with a supplementary guarantee, but will be covered by the Australian Consumer Law. All Modules replaced by Powerwave Energy become the property of Powerwave Energy Pty Ltd.

## Section D

When submitting a claim under the Powerwave Energy supplementary guarantees, the original invoice stating the purchase date and the product codes must be provided together with a full description of the problem which is the subject of the claim. Upon request, the Owner will provide such further information as may reasonably be requested by Powerwave Energy in order for it to verify that the claim meets the conditions of the Powerwave Energy supplementary guarantees. A dated test report must be submitted as proof that the minimum rated output has not been reached.

If Powerwave Energy has received a claim on a module and no defect of the module is discovered by Powerwave Energy, then PowerWave Energy shall engage, upon mutual agreement with customer, an independent expert to determine if the module has a defect.

In the event the expert verifies that the Module has a defect, PowerWave Energy shall bear the costs of such an expert. If no defect of the module could be discovered, Customer shall bear the costs of the expert, investigation and return of the modules.

If PowerWave Energy reasonably determines that an expert is required to independently verify the claim, and the customer does not agree to engage the independent expert, Powerwave Energy Pty Ltd reserves the right to reject the claim in its entirety.

A claim under these Powerwave Energy supplementary guarantees must be made within 3 months of becoming aware of the defect. Claims made outside of this timeframe may be rejected by Powerwave Energy at its sole discretion. All claims under these supplementary guarantees must be submitted in writing to:

Powerwave Energy Pty Ltd  
PO Box 3138  
Helensvale Town Centre  
QLD, 4212

In the case of the supplementary “power” guarantee, the standard test conditions applied by Powerwave Energy to test the Module performance are carried out at 25°C cell temperature, irradiation of 1,000 W/m<sup>2</sup> and a spectrum air mass of AM 1.5, with the output of the Module under such standard test conditions, measured by Powerwave Energy at the ends of the pre-assembled connector on the rear of the Module. Powerwave Energy reserves the right, at its reasonable discretion, to verify the alleged shortfall in performance from the minimum guaranteed power output (as determined in accordance with Section A2.) by testing the Module under these standard test. This testing may be conducted by Powerwave Energy

directly or through its suitably qualified nominee. If Powerwave Energy or the nominated tester reasonably concludes that there is no breach of the supplementary power conditions guarantee, Powerwave Energy shall at its reasonable discretion be entitled to claim a refund of the performance test costs from the Customer.

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#### **Manufacturer Contact Details:**

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