

## Warranty Declaration

### Limited Warranty

Xiamen Hopergy Photovoltaic Technology Co., Ltd. (Hopergy) grants the customer a 15 year warranty to NOVA series solar mounting systems. The Warranty Start Date is the date of delivery of the Product(s) to the Buyer or 2 months after the date of Product(s) dispatch from Hopergy manufacturing site, whichever date is earlier.

### Warranted Products

All aluminum products, galvanized steel products and stainless steel 304 components in the solar mounting systems.

### Exclusions and Limitations

In the event that damage is caused to a purchased item, despite proper installation and handling and in the context of normal use and maintenance, Hopergy will immediately exchange the respective component within the warranty period. The following terms shall not apply

1. Failure to comply with Hopergy's installation manual;
2. Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
3. The warranty period for each component defined in the respective product sheet by Hopergy shall apply. The warranty period commences with the transfer of risk of the respective component; If, for particular components, generally or for a particular type of use a possible shorter life is expressly indicated within Hopergy's individually-generated plans, an exchange is scheduled within a shorter period, the warranty period shall be restricted to such life or period.
4. The warranty is limited to additional delivery for the defective components upon notification of the damage within the warranty period. Any statutory guarantee or liability claims shall remain unaffected.
5. The obligation to fulfill the warranty shall not apply if the damage caused by forces of nature or other unforeseeable circumstances such as earthquakes, cyclones, flooding, volcanic eruptions, lightning strikes, snow

damage, fires and explosions.

6. With regard to installation and handling, the technical product descriptions and installation instructions regarding the respective products as supplied by us shall apply, as shall the statutory and generally-recognized standards and principles of building and construction work in local market as well as, as appropriate, on a priority basis, the plans, statics and instructions prepared by us individually for the customer.

7. This warranty shall only be applied to solar mounting systems designed by Hopergy. Custom design products if suggestions by Hopergy are declined, this product is excluded in this warranty.

8. This warranty shall only establish claims of Hopergy's customer, via which all warranty claims are to be settled. Assertion by third parties shall only be possible if Hopergy agrees thereto.

9. Limited Warranty does not apply to any Products which have been subjected to use of the Products in such a manner as to infringe Hopergy's or any third party's intellectual property rights (e.g. patents, trademarks).

### **Repair, Replacement or Refund Remedy**

1. As Buyer's sole and exclusive remedy under this Limited Warranty (though Buyers should note paragraph 4 below regarding the potential existence of other statutory rights), Hopergy will, in its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):

**a)** refund the historical purchase price of the relevant Product(s); or

**b)** repair the defective Product(s) at no charge (subject to the following paragraph);

or

**c)** replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject of the following paragraph). In the event that Hopergy opts for options b) or c), Hopergy shall bear all insurance and transportation charges (except air freight, courier freight), customs clearance and any other costs for returning the defective Product(s) to Hopergy and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim

reimbursement by Hopergy for these charges by contacting Hopergy and providing proof to Hopergy that these charges were incurred, e.g. an invoice from the relevant service provider). The costs and expenses for their removal, installation or reinstallation shall remain with Buyer.

2. The warranty period(s) shall extend or renew upon the repair or replacement of a defective Product by Hopergy.

3. All other claims under this Limited Warranty against Hopergy shall be excluded.

Under this Limited Warranty, Hopergy is not responsible for any special, incidental

or consequential damages (including loss of profits, harm to goodwill or business

reputation, or delay damages) whether such claims are based in contract, warranty,

negligence or strict tort. This exclusion applies to the extent permissible by law, and

even if the remedies set forth below herein are deemed to have failed of their essential purpose.

3. The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer 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 for 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."

### **Rights and Remedies against Third Parties**

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

### **Claims Procedure, Notice Periods, Expiration of Warranty Claims and**

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### **Limitations**

1. Buyer shall notify Hopergy immediately after discovery of any claim under this Limited Warranty by letter, facsimile or e-mail specifying each alleged claim including evidence of the claims and the serial numbers of the Product(s) at issue.
2. Any claim for breach of this Limited Warranty must be brought within three (1) months after discovery of the breach.
3. The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Hopergy.

### **Force Majeure**

Hopergy shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

### **Warranty Assignment**

This Limited Warranty is only applied when the Products remain installed in their original installation location.

### **Validity**

This Limited Warranty shall apply to Product(s) manufactured after 1st January 2014. This Limited Warranty shall be valid until a new revision is issued by Hopergy.

### **No other Warranty**

Unless modified in a writing signed by an officer of Hopergy, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Hopergy applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

## Miscellaneous

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

## Contact Details:

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