

**GOODWE**



# LIMITED WARRANTY

BUILDING INTEGRATED PV MODULES

**GOODWE PVBM**

SOLARISE EVERY BUILDING

**STALUX SERIES BATCH 2**



## Limited Warranty for PV Modules

In order to ensure the benefits of both the customer and GOODWE (GUANGDE) POWER SUPPLY TECHNOLOGY CO., LTD. (hereinafter referred to as GOODWE), and to maintain favorable cooperative relations, GOODWE makes the limited warranty on the following photovoltaic module products:

BMT-L2/080A (275W)

BMT-L2/080A (280W)

BMT-L2/080A (285W)

BMT-L2/080A (290W)

BMT-L2/080A (295W)

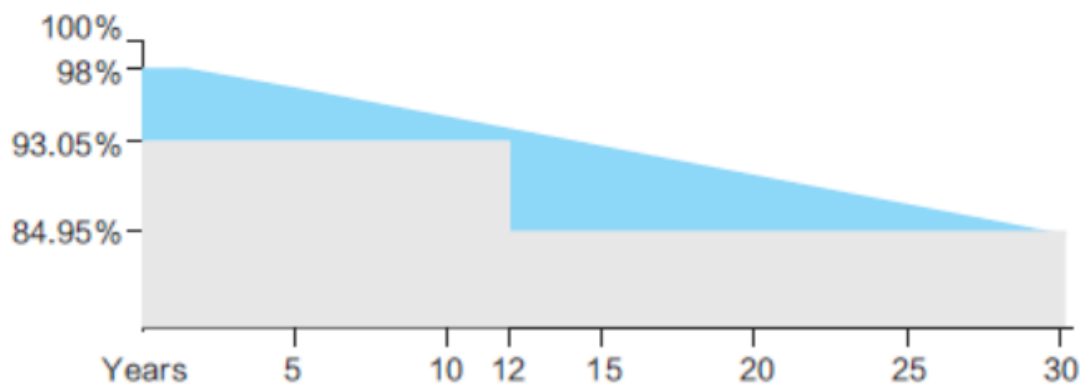
BMT-L2/080A (300W)

### 1. Limited Product Quality Warranty – Twelve Years Repair, Replacement or Refund Remedy

GOODWE warrants its Photovoltaic Solar Modules (including factory-assembled DC connectors and cables) to be free from serious visual defects in materials and workmanship which defined in IEC61215、IEC61730、UL1703 or cause abnormal power output under normal application and installation. If the mentioned visual defects appeared in a period 12 years from date of sale as shown in the invoice to the direct customer of GOODWE, GOODWE will determine in consultation with the customer either repair or replace the product, or refund the purchase price as paid by the customer. The repair or replacement or refund remedy, at the option of GOODWE, shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the 12 years period set forth herein. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited Power Warranty").

### 2. Limited Power Warranty - Limited Remedy

The limited peak power warranty is usually lasting 30 years except for special case listed in Clause 4. From the WARRANTY START DATE in one-year period, any Mono-crystalline Modules exhibits a power output degradation are conform with the following criteria: For Mono-crystalline Modules—power degradation does not exceed 2% in the first year and 0.45% per year thereafter . Provided that any Module exhibits a power loss exceeding the criteria as set forth above, and such loss in power is determined by GOODWE, at its sole and absolute discretion, to be due to defects in materials or GOODWE workmanship, GOODWE will replace such loss in power by, at its sole option, either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) Replace the defective MODULE(s).



### 3. Exclusions and Limitations

- (1) In any event, all warranty claims must be filed within the applicable warranty period;
- (2) The "Limited Product Quality Warranty" and the "Limited Power Warranties" do not apply to any module(s) which have been subjected to:
  - a) Misuse, abuse, neglect or accident;
  - b) Improper transportation, system design and the environment;
  - c) Non-observance of GOODWE's installation and maintenance instructions;
  - d) Repair or modifications by someone other than an approved service technician of GOODWE;
  - e) Power failure surges, lighting, flood, fire, accidental breakage or other events outside GOODWE's control.

NOTICE: Due to the limited protection on the back surface, it should be prevent from collision, scratch or squeeze in transportation, installation and other treatment.

- (3) Both the "Limited Product Quality Warranty" and "Limited Power Warranty" do not cover any transportation charge, customs clearance or any other costs for return of the module(s), or for reshipment of any repaired or replaced module(s), or costs associated with installation, removal or reinstallation of the PV Modules.
- (4) Warranty claim will not be honored if the type or serial number of the module(s) have been altered, removed or made illegible.
- (5) This "Limited Warranty for PV Modules" only applies for the conforming products.
- (6) Under STC conditions, the Maximum system voltage [V] is 1500V. In parallel connection, the number of modules shouldn't exceed N,  $N = \text{Conductor current} / I_{sc}$ . Also, in series connection, the number of modules shouldn't exceed M,  $M = [V] / V_{oc}$  ( $V_{oc}$  is the module's open circuit voltage under the minimum working temperature in the installed region).

### 4. Limitation of Warranty Scope

The following statement applies to customers that are 'consumers' within the meaning of the **Australian Consumer Law**:

"This warranty is provided in addition to other rights and remedies held by a consumer at 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.”

Process for handling batch defects including advising affected customers and working with consumer authorities, please see [appendix 1](#).

These "Limited Warranty for PV Modules" as set forth herein 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 GOODWE, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by GOODWE. GOODWE Shall 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 module(s), including, without limitation, any defects in the module(s), or from use or installation. Under no circumstances shall GOODWE be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. GOODWE's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the single unit of module(s). FOR SALES TO U.S. ONLY: SOME STATES IN THE U.S. DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES BY STATE LAW. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY FOR YOU.

## **5. Obtaining Warranty Performance**

If the customer has a justified claim covered by this "Limited Warranties for PV Modules", the customer shall send an immediate notification directly to GOODWE (GOODWE-Admin@goodwe.com), together with the notification, the evidence of the claim with the corresponding serial number of the module(s) and the invoice copies of which the modules have been purchased. The return of any PV Modules will not be accepted unless prior authorization has been given by GOODWE.

## **6. Severability**

If a part, provision or clause of this "Limited Warranty for PV Modules", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules" shall be treated as severable.

## **7. Disputes**

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg Germany, TÜV Rheinland in Cologne Germany or other international institution shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by GOODWE. FOR SALES TO U.S. ONLY: THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.

## **8. Force Majeure**

GOODWE shall not be responsible or liable in any way to distributors or ultimate customers or



any third party for any module defect or power output loss due to acts of God, war, riots, strikes, and any other unforeseen event beyond its control, including but not limited to any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the module(s) or the claim.

#### **9. Warranty Transfer**

This Limited Warranty for PV Modules shall not be transferred unless the Module(s) are not put into use or not removed from the original installation location, and the customer shall ensure that the product must be reasonable handled, have proper system design, installation, use and maintenance, as well as proper work environment..

#### **10. Various**

The repair or replacement of the module(s), the supply of additional module(s) and the transfer of warranty does not cause beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV Modules" be extended. Any replaced module(s) shall become the property of GOODWE and at the disposal of GOODWE. GOODWE shall have the right to deliver another type of modules (different in size, color, shape and/or power) in case GOODWE discontinued producing the replaced module(s) at the time of the claim.

#### **11. Product Records:**

GOODWE and its nominated importers will keep records of the serial numbers of all modules supplied to the Australian market

#### **12. Validity**

This "Limited Power Warranty for PV Modules" is valid for module(s) dispatched from GOODWE after Jan 1<sup>st</sup>, 2022

#### **13. Importer**

Goodwe Australia Pty Ltd.

Address: 2/6 Enterprise Drive, Rowville, VIC 3178,Australia

ABN – 81 608 126 254

\* contacting person name – Dean Williamson

\* contacting phone no. – 0402817522

\*email : <dean.williamson@goodwe.com>

\* mail box no: 2/6 Enterprise Drive Rowville 3178 Victoria

\* web site: goodwe.com.au

GOODWE (GUANGDE) POWER SUPPLY TECHNOLOGY CO., LTD.

Add: No.208, Tong Rui East Road, Guangde, Anhui, P.R. China

Tel: +86 0512-69582251

Email: PVBM@goodwe.com

Web: www.goodwe.com

## Appendix 1: PROCEDURE FOR PV MODULE PRODUCT RECALL

### **1. Summary - Product Recall**

Potential product recalls on Safety and Quality of GOODWE PV module products should be quickly reported and investigated by a responsible decision-maker who has the authority to assign the recall classification to the situation. When warranted, a Recall Committee should be appointed.

The Recall Committee and its chairman should be quickly convened when a Ban, Mandatory Standards, Class I, II, or III situation exists.

All information received and communication released regarding the recall should be approved by the chairman of the Recall Committee.

Complete records and recalled product information should be kept in the control of the production manager. Communication is so critical in a recall situation that the members of the Recall Committee should need to devote nearly full time to the emergency in its earliest stages. A telephone hotline may need to be installed for customer and other inquiries.

The recall policy and procedures should be reviewed each year.

### **2. Definitions**

The following are GOODWE definitions for the PV module product recall procedure in Australia under the ACL (Australia Consumer Law), Commonwealth, state and territory ministers who can regulate consumer goods and product-related services by issuing safety warning notices, banning products on a temporary or permanent basis, imposing mandatory safety standards or issuing a compulsory recall notice to suppliers.

#### **Ban**

If any of GOODWE PV module products are subject to a ban, GOODWE and its sales channel must not sell them. A ban on a product-related service makes it unlawful for anyone, in trade or commerce, to supply or offer to supply that service.

#### **Mandatory standards**

---

If any of GOODWE PV module products are subject to a Mandatory standards which are introduced when considered reasonably necessary to prevent or reduce the risk of injury to a person. If the product is subject to a mandatory standard, it must meet particular safety criteria before it can be sold in Australia.

GOODWE will follow up Mandatory notification requirements defined by ACL (Australia Consumer Law)

---

- A risk that a product will or may cause injury, it must be **recalled**
- Awareness of a death, serious injury or illness associated with a product you supply, you must report it within two days, which is known as **mandatory reporting**.

If a product or service presents a safety risk or is non-compliant with a mandatory standard or ban, it should be recalled.

If GOODWE or its local suppliers need to conduct a recall, GOODWE will refer the ACCC's [Consumer Product Safety Recall Guidelines](#) (see attached) before GOODWE commence any recall action.

**Class I Recall** - A serious emergency recall situation involving PV module products which may have an immediate or long range effect on the life or health of human consumers or damages of their properties.

**Class II Recall** - A priority situation involving product which may be a potential hazard to human health and damages of their properties.

**Class III Recall** - A situation involving product which does not pose a health threat or property damage, but which may have serious or wide-spread the Solar system failure caused by the defects of the GOODWE PV module products

**External Recall** - The removal of product from the market in which distribution has been made beyond the direct control of GOODWE distribution channel.

**Internal Recall** - The removal of product from the market, none of which has left the direct control of the manufacturer.

**Retention** - Holding product from the market or from further processing or shipment when there is evidence of a quality or labelling deviation in the formula for the target PV module products.

### **3. Procedures**

When the potential for a recall becomes evident, the production manager and quality control manager should be informed immediately.

The quality assurance manager may assume the responsibility to immediately investigate, using any resource within the company, to determine whether the situation is a Ban, Mandatory Reporting, Class I, II, or III recall or is of lesser priority. The quality assurance manager needs to make the classification decision as quickly as possible.

If the decision is that it is a Ban, Mandatory Reporting, Class I, II, or III recall, the quality control manager should immediately convene the Recall Committee. The chairman should then



co-ordinate all recall activities, keeping the committee members informed. A lesser priority situation may be handled at the plant level without a committee being convened.

The Recall Committee should include persons with expertise in these areas:

- Regulatory -- Chairman
- Production
- Sales
- Quality Control
- Public Relations
- Legal
- Purchasing

The Recall Committee should decide the quickest and best overall procedure for handling the recall. Since each situation will be unique, the following are guidelines which may be useful:

- Determine the suspected PV module products' Serial Numbers and the dates of they are manufactured.
- Determine where the entire products are now located. In other words what is the status of the relevant PV module products
- Immediately notify all locations where the product was shipped. Mandate a "stop sale." If the product has been sold to consumers, contact the sellers (distribution) and ask them to make a listing of all consumers who received the product.
- Get the Recall Committee input as to how to handle all contacts outside the company, such as consumers, agents, dealers, media, etc.
- Decide whether the media need to be notified. If so, let the public relations department or its designee handle it.
- Decide whether government agencies should be immediately notified.
- Someone should be assigned to make and retain accurate records of what was produced, shipped and later accounted for, and finally disposed. Also a record of recall actions and their date and time may be needed for legal protection.
- Communicate. Keep the Recall Committee, the plant manager, any customers, and the news media (if necessary) informed, so that inaccurate information cannot accidentally replace facts or is misconstrued.
- A 24-hour hotline phone number may need to be implemented, to answer any questions from consumers.

In addition, if there is a PV module products' recall, the Chairman of the GOODWE's recall committee or its authorized representative or its relevant local suppliers will conduct the recall by informing Australia Clean Energy Council which is the State-based consumer protection bodies for consumer related complaints in relation to Australian Consumer Law, including PV module product recall (in collaboration with relevant state authorities). If it is necessary, list the recalled PV module products on its website:

<https://www.solaraccreditation.com.au/products/product-recalls.html>

for an effective recall process by giving Warnings and recall notices, such as those from the



Australian Competition and Consumer Commission, are issued for solar products where necessary.

When a product is recalled, GOODWE or its suppliers will notify the Minister responsible for competition and consumer policy within two days required by law. GOODWE will follow up this process by using the online recall notification form from

<https://www.productsafety.gov.au/contact-us/for-retailers-suppliers/submit-a-recall?source=recalls>)

Depending on the product being recalled, it may also be necessary for GOODWE or its relevant suppliers to notify a specialist Commonwealth regulator or a state or territory electrical/gas safety authority of the recall. While many recalls are initiated by GOODWE or its local suppliers, they may also be ordered by the Commonwealth or a state and territory minister responsible for competition and consumer policy. GOODWE will conduct the recall by following up the guidance from

<https://www.productsafety.gov.au/recalls/guidance-for-suppliers/conducting-a-recall?source=recalls> if necessary.

<b>4. Recall Committee</b>	<b><u>Name</u></b>	<b><u>Direct contact phone number</u></b>
Chairman:	Wang wulei	0512-69582251
Public Relations:	Zhoujunao	0512-69582251
Production:	Shenji	05636969900-9000
Sales (Retail):	Wangzhe	0512-69582251
Quality Control:	Lujian	05636969900-9000
Purchasing:	Zhu Weixiang	05636969900-9001
Legal:	Wang Yinchao	0512-62916050
Regulatory:	Tandong	05636969900-9000

Additional Contacts in a Product Recall

Hotline: 0512-69582251

GOODWE after sale service number

Government agencies should only be contacted by the Chairman of the Recall Committee or the Chairman's authorized representative. When reporting a recall to a government agency, be sure to record the date and time of the call and the name of the government employee taking the call.

#### **5. Optional Recall Check List**

	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Comment</u></b>
1. Has the Recall Committee been activated?	_____	_____	_____
2. Has the suspect product been identified?	_____	_____	_____
3. Has the identification code and date of manufacturing been determined?	_____	_____	_____
4. Has it been determined where all the products are located at present?	_____	_____	_____

# GOODWE

5. Have all affected locations been notified?	_____	_____	_____
6. Have PV modules products been shipped to consumers?	_____	_____	_____
If so, has a consumer list been established?			
7. Have consumers been notified?	_____	_____	_____
8. If appropriate, has the media been contacted?	_____	_____	_____
9. Has a government agency been notified?	_____	_____	_____
If no, why?			
10. Have the following documents been secured?			
•   Batching records surrounding product	_____	_____	_____
•   Shipping records	_____	_____	_____
•   Packaging records	_____	_____	_____
•   Labelling records	_____	_____	_____
•   Minutes of Recall Committee	_____	_____	_____

In notifying a customer, consumer or a dealer/distributor remember to:

- Alert, but do not alarm
- Be frank and honest
- Advise of lot (and **Serial Numbers**) numbers in question
- Have a workable replacement program
- Be prepared to answer questions or complaints
- Document in details of all conversations