



N-Type PV Module Consumer Warranty

**Dear Tindo customer,**

You have made an excellent choice in purchasing high quality Tindo Solar panels.

Tindo Operations Co Pty Ltd (ACN 617 291 924) ("Tindo") provides the following limited warranties to domestic and commercial purchasers of Tindo N-Type PV Modules, subject to the exclusions and limitations set out in this warranty. This warranty does not apply for grid scale(>1MW) installations.

The Tindo manufacturer's warranty applies in addition to your rights under the Australian Consumer Law and provides for the replacement or repair of your Tindo solar panel, including both parts and labour. Should your Tindo solar panel fail, Tindo will cover parts, transport, removal and re-installation (although, and subject to your rights under the Australian Consumer Law, some travel and shipping costs may apply in remote areas).

For your peace of mind, the warranty claim, should there ever be one, is handled by Tindo directly. Therefore, the decisions and solutions can be implemented speedily.

For warranty matters please contact us on our direct phone line: 1300 846 367

## 1. Limited Product Warranty

### Twenty-Five (25) Year Limited Warranty of Materials and Workmanship

Tindo warrants that your Tindo N-Type PV Module shall be free from defect in materials and workmanship under normal application, installation, use and service conditions for twenty-five (25) years from the date of original invoice ("Product Warranty Period"). If, during the Product Warranty Period, your Tindo N-type PV Module does not comply with this warranty, then Tindo will, at its sole option, repair or replace your Tindo N-type PV Module with an equivalent product or refund the purchase price to you of the defective PV module multiplied by the percentage of the relevant Product Warranty Period remaining.

In addition to the product warranty described above, Tindo provides the following performance warranty for modules which are installed in accordance with the relevant module specifications and other product documentations.

## 2. Limited Warranties of Power Output

### 2.1 Twenty-Five (25) Year Limited Warranty of 87.4% of Maximum Power

In the first year after the initial purchase the N-Type modules will produce a minimum power output of at least 97% specified in the module data sheet.

From the second year, the actual power output will decline by no more than 0.4% per year for each of the remaining 24 years of this warranty, so that by the end of the 25th year the panel will produce an actual output of at least 87.4% of its nameplate power output.

If, within a period of twenty five (25) years from the date of original invoice, your Tindo N-type PV Module produces a power output less than 87.4% of the "Maximum Power (Pmax)" (as defined in 7 below) specified in Tindo N-type PV Module Product specification sheet, provided that such loss in power is determined by Tindo (at its sole and absolute discretion) to be due to defects in material or workmanship, then Tindo will, at its sole option, repair or replace your Tindo N-type PV Module with an equivalent product, or refund an amount equal to the purchase price of the defective PV module multiplied by the percentage of the relevant Warranty Period remaining.



## 3. Warranty Exclusions and Limitations

- 3.1** Tindo will not be in breach of any of the Limited Warranties set out in this document and will not be required to comply with clause 1 or clause 2.1 above under the following conditions:
- Owner or third-party abuse, misuse, accident, tampering, disassembly, alteration, improper maintenance or installation, removal, repair or modifications or otherwise to the Tindo PV module(s) by anyone other than an authorised Tindo representative, including misuse, negligence, wilful damage, vandalism, or riots. CEC Approved installers are generally considered authorised Tindo representatives.
  - Tindo N-type PV Module(s) lost, damaged, or mishandled in transit.
  - Tindo N-Type PV Module(s) with original identification markings (including type, trademark, or serial number) altered, removed or illegible.
  - Damage caused by:
    - Corrosive agents including but not limited to agricultural, industrial and environmental pollutants;
    - power surges, lightning, fire, flood, pest damage, breakage, actions of third parties, acts of god and other events or accidents outside Tindo Solar's reasonable control and not arising under normal operating conditions.
  - Fair wear and tear, including cosmetic defects, such as discoloration or scratches.
  - Failure to properly operate, install, handle, or use Tindo N-type PV Module(s), including use under conditions for which the Tindo N-type PV Module(s) was not designed, use in an unsuitable environment, or not as specified or recommended by Tindo in its user or installation manuals or otherwise, or inconsistent with the specifications of the Tindo N-type PV Module(s), or contrary to applicable laws or codes.
- Installations on moving structures, vehicles and boats are explicitly excluded from this warranty.
- 3.2** The rights granted by this warranty are in addition to any statutory or other legal rights granted or existing under laws of the country or State in which your Tindo N-type PV Module was purchased to the extent any such rights cannot by law be excluded or limited in anyway. Those legal rights are not affected by this warranty.
- 3.3** The terms of this warranty are governed by the laws of South Australia and any claim or dispute arising under or in connection with this warranty must be brought in the courts having jurisdiction in the State of South Australia, Australia.
- 3.4** Tindo makes no warranties, express or implied other than the warranties made herein, and to the full extent permitted by law specifically disclaims any warranty of merchant ability or fitness for a particular purpose. Any warranties implied by, including those of merchant ability and fitness for particular purpose, which are not effectively excluded herein are, to the full extent permitted by law, limited in duration to the terms stated in this warranty.
- 3.5** To the full extent permitted by law, Tindo is not responsible for any loss of profit, data, goodwill or business, for any interruption to business, for any failure to realise anticipated savings or for any special, incidental, consequential or punitive damages arising from the use or loss of use of or failure of your Tindo N-type PV Module(s) to perform as warranted, or any damages for lost services, cost of substitute services, lost profits or savings, and expenses or loss of goodwill or loss of or interruption to business no matter how arising. To the full extent permitted by law, Tindo's maximum liability under this warranty, or otherwise in connection with the Tindo N-type PV Module(s) whether in contract, tort (including negligence), statute or otherwise, is limited to the purchase price of the product.

**3.6** Certain legislation, including the Australian Competition and Consumer Act 2010 (Cth) may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. This warranty must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of this Agreement, to the extent to which Tindo Solar is entitled to do so, Tindo Solar limits its liability in respect of any claim under those provisions to:

**a. in the case of goods, at Tindo's option:**

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of having the goods repaired, and

**b. in the case of services, at Tindo's option:**

- the supply of the services again; or
- the payment of the cost of having the services supplied again.

**3.7** 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 replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## 4. Warranty Transfer

The Warranties provided in this Manufacturer's Warranty are transferable when the panel remains installed in its original location. This means, when a customer sells their home with Tindo panels installed, the new owners of the property will continue to enjoy the Tindo panel warranty protection. The warranty period runs from the original date of installation.

## 5. How to obtain warranty support

To obtain Tindo PV Module Warranty support, please contact Tindo customer service on 1300 846 367 or visit [service.tindosolar.com.au](http://service.tindosolar.com.au) and submit a ticket.

You must provide evidence in the form of original invoices to prove the date of purchase and ownership of the Tindo PV Module(s). PV module(s) that are removed will become the sole property of Tindo. Tindo may direct for them to be returned or sent for recycling.

The repair or replacement of the Tindo PV Module(s) or the supply of additional Tindo PV Module(s), does not cause the beginning of new warranty terms, nor shall the original terms of this Tindo PV Module Warranty be extended.

## 6. Scope of Warranty

This Tindo Manufacturer's Warranty only applies within Australia to panels purchased within Australia. No Tindo employee or authorised distributor has the authority to vary the terms of this warranty.





## 7. General Information

The following applies to all warranted Tindo N-Type PV Modules:

- 7.1 Tindo may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing your Tindo N-type PV Module under this warranty. Replaced parts or products will become the property of Tindo.
- 7.2 To the full extent permitted by law, Tindo is responsible for the costs of any on-site labour and any costs associated with the installation, removal, reinstallation or transportation of your Tindo N-type PV Module or any components thereof for service under this limited warranty within capital city metropolitan areas of Australia. The purchaser hereby agrees to bear all excess charges related to remote sites(> 50km from CBD of Australian capital cities) including on-site labour and transportation.
- 7.3 Warranty claims will not be honoured if the type or serial number of the Tindo N-type PV Module(s) has been altered, removed or made illegible.
- 7.4 Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Tindo and the Buyer will, at the Buyer's or Tindo's request, appoint as independent expert and appraiser a reputable researcher from a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV (e.g. TÜV Rheinland, TÜV SUD or Shanghai TÜV) or ASU Arizona State University, and so on ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.
- 7.5 Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the breach.
- 7.6 The return of any defective Product(s) will not be accepted unless prior written authorisation has been given by Tindo.

## 8. Force Majeure

Tindo shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this Tindo N-type PV Module Warranty, due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Tindo. In such cases, performance by Tindo of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## 9. Definitions

- 9.1 In accordance with International Standards, Tindo N-type PV Modules' Maximum Power (Pmax) rating is quoted at Standard Test Conditions, defined as follows:
- Air Mass density of AM 1.5
  - Spectrally calibrated lamp producing a solar irradiance level of 1000W per square meter
  - Cell temperature of 25 degrees centigrade In accordance with International Standards.
- 9.2 Maximum Power (Pmax) is defined as the maximum power produced at the peak of the power output curve.
- 9.3 Tindo N-Type PV Modules refers to all Walara Modules designated G3 & G4 in the model number





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