

# WARRANTY CERTIFICATE

DOC. #:
GSA-QP-44
Ver.:
A/0

# **DOCUMENT CHANGE HISTORY**

Nº	Revision date	modify the content	Reason for revision	Drafter	approve
1.	March 1, 2025	/	New	Lily	

# **Document control**

Issued by the Cultural Management Center	Holding unit	effective date

Prepared by:	lily	<b>Date:</b> 2025.3.1	
Reviewed by:	Jerry	<b>Date:</b> 2025.3.2	
Approved by:	Jack	Date: 2025.3.5	

# WARRANTY CERTIFICATE

#### (Effective date from March 7, 2025)

Company Name: German Solar Asia PTE. Ltd.

Products: Crystalline Silicon Solar Modules ("Modules" or "Products")

By purchasing PV Modules from German Solar Asia, you have selected a high quality product we know will meet all your expectations. If the Products are properly installed according to the instructions in our enclosed installation instruction manual under ("Guidance") and provide proper maintenance, we are sure this German Solar Asia Product will continue to maintain its ability to generate the amount of electricity as stated ("Functional Capability"). We are so confident of the quality of our Products that we are willing to extend, to the end-user, namely the purchaser of the Product who initially installed the Products or anyone who has legitimately acquired the Products from the original purchaser, without any modifications, and whilst the Products have been operated properly in accordance with the "Guidance", the following warranties:

### 1.Limited Product Warranty

German Solar Asia warrants its Modules, including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions, including:

- 1) Not suffering from any material adverse effects, if the installation and use are properly conducted in accordance with the "Guidance", which may limit the stability of the Modules;
- 2) Not allowing the clouding or discoloration of the glass to take place;
- 3) Cable and connector plug remaining safe and operational if installed professionally, not submersed in water, puddle or in any other conditions which may affect the function ability or damaged by any external forces (including animals bites such as rodent bites, birds and insects).
- 4) The aluminum frames do not freeze up in cold weather conditions if installed correctly.

If the Modules fail to conform to the "Limited Product Warranty" within 180 monthsfrom the date of purchase shown on the invoice ("Purchase Date"), German Solar Asia will, at its option, either repair or replace the Product. The repair or replacement remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the 180months period set forth herein. Any alleged quality problems must be documented by a certification report prepared and issued by an independent and authoritative third party (whose appointment must be agreed by the customer and German Solar Asia ). The "Limited Product Warranty" does not provide any warranty for the specific power output, which shall be separately covered under clause 2 hereinafter ("Limited Peak Power Warranty").

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 of 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.



# WARRANTY CERTIFICATE

DOC. #:
GSA-QP-44
Ver.:
A/0

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.

### 2. Limited Peak Power Warranty

The relevant effective output data can be found in the nameplate on the reverse of the Products. German Solar Asia assures that the actual power output of the Products will decline slightly, over a period of 30 years from the purchase date. Modules are warranted as follows:

- 1. Modules with an age from purchasing date to 12months are warranted against power degradation in excess of 2% for mono-crystalline Modules, of the nominal power as set out in the Products' nameplate measured under STC condition. If the power degradation excess this, provided that such loss in power is determined by German Solar Asia not to be due to faulty workmanship of the Module when the Module was installed and used properly under normal conditions, then German Solar Asia will, at its sole option, either repair, replace or provide additional Modules to make up for such loss in power.
- 2. The warranty states that modules with an age from the date of purchase between 13 months and 30 years are warranted against annual power degradation in excess of 0.36%. This means the power output in year "n" will be no less than  $98\% 0.36\% \times (n-1)$  for mono-crystalline modules. If the power degradation exceeds this threshold, provided that such loss is determined by German Solar Asia not to be due to faulty workmanship and the module was installed and used properly under normal conditions, then German Solar Asia will, at its sole option, repair, replace, or provide additional modules to compensate for the power loss (if deemed necessary). Over the 30-year warranty period, and at its conclusion, the maximum degradation of the modules should not exceed 12% for mono-crystalline modules, as specified on the product nameplate under Standard Test Conditions (STC). This corresponds to a minimum power output of 88% at the end of the 30-year limited peak power warranty period. If the power degradation exceeds this limit during the warranty period, provided the loss is determined by German Solar Asia to be due to faulty workmanship and the module was installed and used properly under normal conditions, German Solar Asia will, at its sole option, repair, replace, or provide additional modules to compensate for the loss.

The goods come with a 30-year linear performance warranty and a 15-year limited product warranty.

STC refers to the following conditions: (a) light spectrum of AM 1.5, (b) irradiation of 1,000 W/m $^2$ , and (c) cell temperature of 25 $^\circ$  C. Measurements are conducted in accordance with IEC 61215, as tested at the junction box terminals per the calibration and testing standards of German Solar Asia valid at the date of manufacture.

#### 3. Exclusions and Limitations

In any event, any warranty claims must be made within the applicable warranty period together with a report from an independent and authoritative third party (whose appointment must be agreed by the customer and German Solar Asia ). Both "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the



# WARRANTY CERTIFICATE

DOC. #:
GSA-QP-44
Ver.:
A/0

Modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the Modules.

In addition, the "Limited Product Warranties" and the "Peak Power Warranties" do not apply to any Modules which have been subjected to:

- 1) Misuse, abuse, neglect or accident of storage or inappropriate transport before installation.
- 2) Alteration, improper installation or application. Non-observance of German Solar Asia's installation and maintenance instructions;
- 3) Exchange, repair or modification of the Products by someone other than an approved service technician of German Solar Asia;
- 4) The serial or identification number has been altered, defaced, removed or made illegible.
- 5) Use of Products on mobile units such as vehicles or ships.
- 6) Influences such as dirt or contamination on the face-plate; contamination or damage by e.g. smoke extraordinary salt contamination, or other chemicals.
- 7) Power failure surges, lighting, flood, fire, accidental breakage or other events outside German Solar Asia's control.

### 4. Limitation of Warranty Scope

The limited warranties set forth herein are in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or application, and all other obligations on the part of German Solar Asia, unless such other warranties and obligations are agreed to in writing by German Solar Asia. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to the customer.

To the maximum extent permitted by applicable law, German Solar Asia hereby disclaims, and 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 any of its Products or their use. To the maximum extent permitted by applicable law, under no circumstances shall German Solar Asia be liable to the customer, or to any third party claiming through the customer, for any lost profits, loss of use, or equipment downtime, or for any incidental, consequential or special damages of any kind, howsoever arising, related to the Products, even if German Solar Asia has been advised of the possibility of such damages. To the maximum extent permitted by applicable law, German Solar Asia's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to German Solar Asia by the customer for the Product.

The customer acknowledges that the foregoing limitations on liability are an essential element of the agreement between the parties and that in the absence of such limitations the purchase price of the Products would be substantially different. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to the customer.

Some jurisdictions do not allow limitations on the exclusion of damages, so the above limitations or exclusions may not apply to the customer.

#### **5. Obtaining Warranty Performance**

If the customer has a justified claim covered by this "Limited Warranty", an immediate notification directly to the Australia agency PHNXX PTY LTD shall be filed by mailing a registered letter in writing to the address of 121 King St, Melbourne VIC 3000, Australia, listed hereunder, or sending an email letter

GermanSolar

File name:

#### WARRANTY CERTIFICATE

DOC. #:
GSA-QP-44
Ver.:
A/0

to the email account of <a href="mailto:joel.tay@phnxx.io">joel.tay@phnxx.io</a> listed hereunder. Together with the notification, the customer should enclose the evidence of the claim with the corresponding serial number of the Module(s) and the date on which the Modules have been purchased. An invoice with clear indication of the purchase date, purchase price, Module type, stamp or signature of German Solar Asia or its distributors should also be submitted as part of the evidence.

The return of any Modules will not be accepted unless prior written authorization has been given by PHNXX PTY LTD In connection with both the "Limited Product Warranty" and "Limited Peak Power Warranty", PHNXX PTY LTD shall reimburse customer for reasonable, customary and documented transportation charges by sea freight for both the return of the Modules and reshipment of any repaired or replaced Modules, only if this cost is authorized by PHNXX PTY LTD Customer Service Department.

#### 6. Severability

If a part, provision or clause of this "Limited Warranty", 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", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty" shall be treated as severable.

#### 7. Various

The "Limited Warranty" applies to all German Solar Asia Modules. The warranty period(s) as defined in Sec. 2 shall not extend or renew upon the repair or replacement of a defective Product by German Solar Asia . The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s). Any replaced Modules shall become the property of German Solar Asia made for their disposal. German Solar Asia has the right to deliver another type (different in size, color, shape and/or power) in case German Solar Asia has discontinued producing the replaced Modules at the time of the claim.

#### 8. Force Majeure

German Solar Asia 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 "Limited Warranty", due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of German Solar Asia. In such cases, performance by German Solar Asia of this "Limited Warranty" shall be suspended without liability for the period of delay reasonably attributable to such causes.

#### 9. Validity

This "Warranty Certificate" effective from March 7, 2025, applied for all Modules sold from German Solar Asia after this date (GSA-N16/144HG580W,GSA-N16/144HG585W,GSA-N16/144HG590W,GSA-N16/144HG595W, GSA-N16/132HG530W,GSA-N16/132HG535W,GSA-N16/132HG540W,GSA-N16/132HG545W, GSA-N16/108HG430W,GSA-N16/108HG435W,GSA-N16/108HG440W,GSA-N16/108HG445W, GSA-N18/132HG695W,GSA-N18/132HG700W,GSA-N18/132HG705W,GSA-N18/132HG710W,GSA-N18/132HG715W, GSA-N16A/108HG450W,GSA-N16A/108HG450W,GSA-N16A/108HG450W).The Modules sold before this date is applied for the original "Warranty".

#### 10. Others

You may have specific legal rights outside this warranty, and you may also have other rights that vary from state to state. This "Limited Warranty" does not affect any additional rights you have under



# WARRANTY CERTIFICATE

laws. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this "Limited Warranty" statement may not apply to you.

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

German Solar Asia PTE. Ltd is a socially responsible Solar PV Module manufacture, operating under a comprehensive Quality Management System certified to global standard ISO 9001 and the Environmental Management System certified to ISO 14001, upholding the value of fair trading and customer satisfaction by supplying products of the quality it claims. German Solar Asia undertakes to work closely with industry regulators and Australian governments and agencies, particularly Clean Energy Regulator, Clean Energy Council, Australian Competition & Consumer Commission (ACCC) and state and territory Fair Trading offices. As part of its Standard Operating Procedure (SOP), any significant product issues discovered or reported after sales, including but not limited to serial defect and latent safety risks, will be addressed expeditiously and in line with the SOP, which includes informing the customers of the issue and options of solution mitigating inconveniences caused, and reporting to the federal and state authorities in compliance with the laws and regulations.

#### 11. Contact

If you have any question, please contact the distributor from whom you purchased the Products or German Solar Asia via the following address:

German Solar Asia PTE. Ltd.

Add: 18 Boon Lay Way #06-107 Tradehub 21 Singapore (609966)

Tel: +65-6686-4850

Website: http://www.German Solar Asiaasia.com/

Email: sales@German Solar Asiausa.com

### 12.Importer contact

Company: PHNXX PTY LTD

ABN - 48 658 263 524

Address: 121 King St, Melbourne VIC 3000, Australia

Contact Name – Joel Tay

Contact Cell - +61430531448

Email – joel.tay@phnxx.io

Website – https://www.phnxx.io

#### 13. Amendment of this Document

German Solar Asia has the absolute right to amend and interpret the provisions of this "Warranty Certificate", as and when it deems necessary.