



# Limited Warranty

**for DMEGC Solar Photovoltaic Modules for Australia**

**DMEGC RENEWABLE ENERGY AUSTRALIA PTY LTD.**

## Limited Warranty for DMEGC Solar Photovoltaic Modules for Australia

**Congratulations! You have purchased a high-quality and high-reliability product from DMEGC Solar.**

DMEGC RENEWABLE ENERGY AUSTRALIA PTY LTD. (“DMEGC Solar”) hereby grants the warranties set forth herein (“Warranty”) to the immediate buyer and its permitted successors and assigns (“Customer”) with respect to any DMEGC or GREENHOUSE branded solar photovoltaic modules (“Modules”) sold by DMEGC Solar under modules supply agreement signed by DMEGC Solar and the Customer on or after January 1, 2025 (“Supply Agreement”). Please note this Warranty shall only apply to the Modules to be sold by DMEGC Solar in Australia and further installed in Australia.

### 1. Warranted Products

This Warranty shall only apply to the following Products:

(1) The Modules with DMEGC brand

| I  | II                  | III             | IV | V               | VI                  | VII       | VIII    |
|----|---------------------|-----------------|----|-----------------|---------------------|-----------|---------|
| DM | xxx<br>(See Note 1) | M2/G1/M6/M10    | -  | 30/54/60/66     | (H)<br>(See Note 2) | S/B/N/C/T | W/B/T/U |
|    |                     |                 |    | G30/G54/G60/G66 |                     |           |         |
|    |                     |                 |    | B30/B54/B60/B66 |                     |           |         |
|    |                     |                 |    | 72/78           |                     |           |         |
|    |                     |                 |    | G72/G78         |                     |           |         |
|    |                     |                 |    | B72/B78         |                     |           |         |
|    |                     | G12             |    | 66              |                     |           |         |
|    |                     | B66             |    |                 |                     |           |         |
|    |                     | M10T            |    | 54/60/66        |                     |           |         |
|    |                     | B32/B54/B60/B66 |    |                 |                     |           |         |
|    |                     | 72/78           |    |                 |                     |           |         |
|    |                     | B72/B78         |    |                 |                     |           |         |
|    |                     | G12T            |    | 66              |                     |           |         |
|    |                     | B66             |    |                 |                     |           |         |
|    |                     | M10RT           |    | 54/60/72        |                     |           |         |
|    |                     | B54/B60/B72     |    |                 |                     |           |         |
|    |                     | G54/G60         |    |                 |                     |           |         |
|    |                     | G12RT           |    | 66              |                     |           |         |
|    |                     | B66             |    |                 |                     |           |         |

(2) The Modules with Greenhouse brand

| I  | II  | III                                        | IV | V | VI                 | VII | VIII      | IX      | X  |
|----|-----|--------------------------------------------|----|---|--------------------|-----|-----------|---------|----|
| GH | xxx | M2/G1/M6/M10/M10T/<br>M10RT/G12RT/G12/G12T | -  |   | ##<br>(See Note 3) | (H) | S/B/N/C/T | W/B/T/U |    |
|    |     |                                            |    | B |                    |     |           |         | -C |
|    |     |                                            |    |   |                    |     |           |         | -C |

Note:

|   |     |                                                                                                                                                                                                                                                                                                     |
|---|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | xxx | Means a three-digital-number placeholder standing for the Nominal Power (as defined below).                                                                                                                                                                                                         |
| 2 | (H) | Means that (1) if an uppercase letter “H” is included, then it means the cells included in the Modules are half cut; for example: DM400M10-54HBB; and (2) if an uppercase letter “H” is not included, then it means the cells included in the Modules are not half cut; for example: DM400M10-54BB. |
| 3 | ##  | Means a two-digital-number placeholder standing for the quantity of the cells included in the Module.                                                                                                                                                                                               |

## 2. Warranty Start Date

DMEGC Solar provides the Warranty starting from the earlier of (i) date of the first installation or (ii) six (6) months after the Modules depart from DMEGC Solar's manufacturing facility in China or any other facility designated by DMEGC Solar (the "Warranty Start Date").

## 3. Limited Product Warranty

DMEGC Solar warrants the following Modules to be free from material and/or manufacturing defects which impair the normal installation or utilization of Modules for the following period running from the Warranty Start Date (the "Limited Product Warranty Period"), with the expectation of the following Modules being or to be installed in the residential rooftop PV system, of which the Limited Product Warranty Period shall be 300 months running from the Warranty Start Date:

| Module Type |     |                  |    |                 |     |           |                                         | Limited Product Warranty Period         |  |
|-------------|-----|------------------|----|-----------------|-----|-----------|-----------------------------------------|-----------------------------------------|--|
| I           | II  | III              | IV | V               | VI  | VII       | VIII                                    |                                         |  |
| DM          | xxx | M2/G1/<br>M6/M10 | -  | 30/54/60/66     | (H) | S/B/N/C/T | W/B/T/U                                 | One Hundred and Eighty (180) months     |  |
|             |     |                  |    | G30/G54/G60/G66 |     |           |                                         | Two Hundred and Forty (240) months      |  |
|             |     |                  |    | B30/B54/B60/B66 |     |           |                                         | Two Hundred and Forty (240) months      |  |
|             |     |                  |    | 72/78           |     |           |                                         | One Hundred and Forty-Four (144) months |  |
|             |     |                  |    | G72/G78         |     |           |                                         | One Hundred and Eighty (180) months     |  |
|             |     |                  |    | B72/B78         |     |           |                                         | One Hundred and Eighty (180) months     |  |
|             |     | G12              |    | 66              |     |           |                                         | One Hundred and Forty-Four (144) months |  |
|             |     |                  |    | B66             |     |           |                                         | One Hundred and Eighty (180) months     |  |
|             |     | M10T             |    | 54/60/66        |     |           |                                         | Two Hundred and Forty (240) months      |  |
|             |     |                  |    | B32/B54/B60/B66 |     |           |                                         | Three Hundred (300) months              |  |
|             |     |                  |    | 72/78           |     |           |                                         | One Hundred and Forty-Four (144) months |  |
|             |     | G12T             |    | B72/B78         |     |           |                                         | One Hundred and Eighty (180) months     |  |
|             |     |                  |    | 66              |     |           |                                         | One Hundred and Forty-Four (144) months |  |
|             |     |                  |    | B66             |     |           |                                         | One Hundred and Eighty (180) months     |  |
|             |     | M10RT            |    | 54              |     |           | W                                       | Two Hundred and Forty (240) months      |  |
|             |     |                  |    | 54              |     |           | B                                       | Three Hundred (300) months              |  |
|             |     |                  |    | 60              |     |           | W/B/T/U                                 | Two Hundred and Forty (240) months      |  |
|             |     |                  |    | 72              |     |           |                                         | One Hundred and Forty-Four (144) months |  |
|             |     |                  |    | B54/B60         |     |           |                                         | Three Hundred (300) months              |  |
|             |     |                  |    | G54/G60         |     |           |                                         | Three Hundred (300) months              |  |
|             |     |                  |    | B72             |     |           |                                         | One Hundred and Eighty (180) months     |  |
|             |     | G12RT            |    | 66              |     |           | One Hundred and Forty-Four (144) months |                                         |  |
|             |     |                  |    | B66             |     |           | One Hundred and Eighty (180) months     |                                         |  |

| Module Type |     |                                        |    |   |    |     |           |         |    | Limited Product Warranty Period         |
|-------------|-----|----------------------------------------|----|---|----|-----|-----------|---------|----|-----------------------------------------|
| I           | II  | III                                    | IV | V | VI | VII | VIII      | IX      | X  |                                         |
| GH          | xxx | M2/G1/M6/M10/M10T/M10RT/G12RT/G12/G12T | -  |   | ## | (H) | S/B/N/C/T | W/B/T/U |    | One Hundred and Forty-Four (144) months |
|             |     |                                        |    |   | ## |     |           |         | -C |                                         |
|             |     |                                        |    | B |    |     |           |         |    | One Hundred and Eighty (180) months     |
|             |     |                                        |    |   |    |     |           |         | -C |                                         |

## 4. Limited Peak Power Warranty

DMEGC Solar further warrants the Actual Power Output will reach the following guaranteed value:

(1) For the following Modules,

No less than 97% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.7% per year, and remains no less than 80.2% of Nominal Power till the 25th year from Warranty Start Date:

| I  | II  | III | IV | V                 | VI  | VII       | VIII    |
|----|-----|-----|----|-------------------|-----|-----------|---------|
| DM | xxx | M2  | -  | 30/54/60/66/72/78 | (H) | S/B/N/C/T | W/B/T/U |

(2) For the following Modules,

No less than 98% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.55% per year, and remains no less than 84.8% of Nominal Power till the 25th year from Warranty Start Date:

| I  | II  | III       | IV | V                 | VI  | VII       | VIII    |
|----|-----|-----------|----|-------------------|-----|-----------|---------|
| DM | xxx | G1/M6/M10 | -  | 30/54/60/66/72/78 | (H) | S/B/N/C/T | W/B/T/U |
|    |     | G12       |    | 66                |     |           |         |

(3) For the following Modules,

No less than 97% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.5% per year, and remains no less than 82.5% of Nominal Power till the 30th year from Warranty Start Date:

| I  | II  | III | IV | V                       | VI  | VII       | VIII    |
|----|-----|-----|----|-------------------------|-----|-----------|---------|
| DM | xxx | M2  | -  | B30/B54/B60/B66/B72/B78 | (H) | S/B/N/C/T | W/B/T/U |
|    |     |     |    | G30/G54/G60/G66/G72/G78 |     |           |         |

(4) For the following Modules,

No less than 98% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.45% per year, and remains no less than 84.95% of Nominal Power till the 30th year from Warranty Start Date:

| I  | II  | III       | IV | V                       | VI  | VII       | VIII    |
|----|-----|-----------|----|-------------------------|-----|-----------|---------|
| DM | xxx | G1/M6/M10 | -  | G30/G54/G60/G66/G72/G78 | (H) | S/B/N/C/T | W/B/T/U |
|    |     |           |    | B30/B54/B60/B66/B72/B78 |     |           |         |
|    |     | G12       |    | B66                     |     |           |         |

(5) For the following Modules,

No less than 99% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.4% per year, and remains no less than 87.4% of Nominal Power till the 30th year from Warranty Start Date:

| I  | II  | III                       | IV | V                           | VI  | VII       | VIII    |
|----|-----|---------------------------|----|-----------------------------|-----|-----------|---------|
| DM | xxx | M10T/M10RT/G12T/<br>G12RT | -  | 54/60/66/72/78              | (H) | S/B/N/C/T | W/B/T/U |
|    |     |                           |    | B32/B54/B60/B66/B72<br>/B78 |     |           |         |
|    |     | M10RT                     |    | G54/G60                     |     |           |         |

(6) For the following Modules,

No less than 97% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.7% per year, and remains no less than 80.20% of Nominal Power till the 25th year from Warranty Start Date:

| I  | II  | III | IV | V | VI | VII | VIII      | IX      | X  |
|----|-----|-----|----|---|----|-----|-----------|---------|----|
| GH | xxx | M2  | -  |   | ## | (H) | S/B/N/C/T | W/B/T/U | -C |

(7) For the following Modules,

No less than 97% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.50% per year, and remains no less than 82.50% of Nominal Power till the 30th year from Warranty Start Date:

| I  | II  | III | IV | V | VI | VII | VIII      | IX      | X  |
|----|-----|-----|----|---|----|-----|-----------|---------|----|
| GH | xxx | M2  | -  | B | ## | (H) | S/B/N/C/T | W/B/T/U | -C |

(8) For the following Modules,

No less than 98% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.55% per year, and remains no less than 84.8% of Nominal Power till the 25th year from Warranty Start Date:

| I  | II  | III           | IV | V | VI | VII | VIII      | IX      | X  |
|----|-----|---------------|----|---|----|-----|-----------|---------|----|
| GH | xxx | G1/M6/M10/G12 | -  |   | ## | (H) | S/B/N/C/T | W/B/T/U | -C |

(9) For the following Modules,

No less than 98% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.45% per year, and remains no less than 84.95% of Nominal Power till the 30th year from Warranty Start Date:

| I  | II  | III           | IV | V | VI | VII | VIII      | IX      | X  |
|----|-----|---------------|----|---|----|-----|-----------|---------|----|
| GH | xxx | G1/M6/M10/G12 | -  | B | ## | (H) | S/B/N/C/T | W/B/T/U | -C |

(10) For the following Modules,

No less than 99% of Modules' Nominal Power in the first year from Warranty Start Date, thereafter it decreases linearly by no more than 0.4% per year, and remains no less than 87.4% of Nominal Power till the 30th year from Warranty Start Date:

| I  | II  | III                       | IV | V | VI | VII | VIII      | IX      | X  |
|----|-----|---------------------------|----|---|----|-----|-----------|---------|----|
| GH | xxx | M10T/M10RT/G12RT/<br>G12T | -  | B | ## | (H) | S/B/N/C/T | W/B/T/U | -C |

The “Nominal Power” (P<sub>nom</sub>) is labeled power output, expressed in Watt, as indicated in the nameplate of the Modules. The “Actual Power Output” means the power in Watt peak that the Module generates at a given points in time a year after Warranty Start Date under STC condition. “STC” conditions are as follows: (a) Light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup>, and (c) a cell temperature of 25 degrees centigrade at normal irradiation. The measurements are carried out as per IEC 61215 as tested at the connectors or junction box terminals. In all measurements of actual power output, the effect of test uncertainty needs to be considered as per IEC 61215.

## 5. Remedies

In the event that the Modules fails to meet the warranties as described in Sections 3 or 4 above, only at the sole discretion of DMEGC Solar, a justified claim will be settled by either of the following warranty services:

- (1) Repair work; or
- (2) Delivery of additional Module to make up the extra power loss; or
- (3) Reimbursement of the difference in power (wattage difference) between the actual power output and the guaranteed power output set out in the Section 4 according to the market price (per watt) at the time DMEGC Solar received the warranty claim; or
- (4) Reimbursement of the purchase price, reduced by an annual, linear depreciation amount calculated on the basis of the warranty period set

- out in Section 4 (i.e. 30 or 25 years following the Warranty Start Date) of the original Modules that is subject to the warranty claim; or
- (5) Replacement of the defective Module or part thereof by new Module. DMEGC Solar has the right to deliver another type (different in size, color, shape and/or power but with equivalent or higher power level) in case DMEGC Solar has discontinued producing the replaced Modules at the time of the claim.

DMEGC Solar shall, at its cost and expense, deliver the additional, repaired or replacement Modules based on the same Incoterms and destination that the Modules causing the breach of the Warranty were delivered under the Supply Agreement to which this Warranty apply. Any costs and expenses for the dismantling, removal, testing, packaging, installation or re-installation of the Modules shall be assumed by the Customer.

The settlement of a justified claim shall not constitute a renewal or extension of existing, statutory warranty claims or claims on the basis of the Warranty. Unless otherwise expressly provided in the Supply Agreement, Customer shall dispose of out-of-use Modules in accordance with local applicable regulations on electronic waste treatment and disposal at its own cost and the same shall not be reworked, re-sold or re-used in any way. If DMEGC Solar determines to retrieve such Modules, the ownership of same is deemed to belong to DMEGC Solar.

That Warranty represents a voluntary service by DMEGC Solar. Any claims beyond the warranty services as set forth in this section, particularly regarding direct or indirect damage shall be excluded, to the extent permitted by law.

## **6. Warranty Exclusions**

The Warranty does not apply to any Module which has been subjected to or which has been:

- (1) Installed in a photovoltaic power plant system of which the design or layout does not conform to the designated module application (certification) or does not meet applicable requirements (e.g. IEC 2548:2016, IEC TS 62738:2018) or other generally accepted codes of practice for a safe and harmless operation;
- (2) Damages or failure caused by non-compliance with national or local electric codes;
- (3) Failure to comply with the installation instructions of DMEGC Solar;
- (4) Incorrect assembly or commissioning, a combination with unsuitable components or incorrect operation or use, incorrect transportation, incorrect storage, incorrect handling, etc.;
- (5) Any repair or modification which was not carried out or authorized by DMEGC Solar, unless that claim is confirmed not associate with the repair work or modifications;
- (6) Connection with any other brand of Modules or DMEGC brands that are a different model or have different power output, specifications without DMEGC Solar's approval in writing in advance;
- (7) Defects or failure caused by force majeure, in particular lightning strike, overvoltage, floods, soot, acid rain, industrial chemicals, fire, pests, earthquakes, tsunamis, typhoons, tornadoes, derivative products or serial disasters caused by volcanic eruption, social turmoil, breakage or any other events that DMEGC Solar cannot influence;
- (8) Defects due to be installed on mobile platforms (other than single or dual-axis trackers) or in a marine environment or under extreme environmental conditions or rapid changes in such environments resulting in corrosion, oxidation, or affected by chemical products or direct contact with corrosive agents or salt water, pest damage, or malfunctioning PV system components;
- (9) Defects caused by an accident at the photovoltaic power plant in which the Modules are installed due to any external factor or installed on unqualified buildings. External factors include but are not limited to voltage fluctuations, power peaks excess current, power failure, poor electrical or mechanical engineering work. Untrained personnel, or other faults occurring in the power supply system (whether or not such failures are caused by any act or omission of the Customer) or exposure to mold discoloration or similar external effects;
- (10) Usage in such a manner as infringing DMEGC Solar or any third party's intellectual property rights (e.g. patents, trademarks);
- (11) Any deterioration in appearance of the Module (including, but not limited to any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Module which occur after delivery, do not constitute a defect under the Warranty. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage. Normal wear, i.e. wear caused by normal Module use, does not constitute a Product Warranty Event. The same applies in the event of discoloration of the Module;

- (12) Any subsequent sale from a country where DMEGC Solar was first marketed to another country without the prior consent of DMEGC Solar; provided, however, that the foregoing shall not apply to the sales among the members of the European Union ("EU"), where the sale of Modules from one EU member to another does not require the prior consent of DMEGC Solar. The above-mentioned consent of DMEGC Solar shall not be valid unless made in writing and signed by a duly authorized representative of DMEGC Solar;
- (13) The downgraded Modules, or any Modules which are not covered by the Warranty defined in contract and electronics (including but not limited to micro inverter, optimizer and their accessories) with other brands than DMEGC, and in such case please refer to the manufacturer of the electronics for warranties in respect to such electronics;
- (14) Removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from DMEGC Solar as a replacement Module;

In addition, the Warranty does not apply to the Modules when the Customer is unable to provide the sufficient evidences demonstrating the breach of the Sections 3 or 4 in respect of such Modules, or the nameplate or serial number of such Module having been tampered with, erased, removed or rendered illegible, or DMEGC Solar has not received the full and final payment for such Modules.

Further, this Warranty also does not apply to the Modules which are purchased from neither DMEGC Solar nor an Australian reseller authorized in writing by DMEGC Solar. The Customer may contact the DMEGC Solar for details of such authorized Australian resellers.

## **7. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE WARRANTIES AND EXCEPT AS EXPRESSLY STIPULATED HEREIN, THIS WARRANTY IS 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.

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, DMEGC SOLAR 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 MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULES, OR FROM USE OR INSTALLATION, OR FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED.

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, DMEGC SOLAR'S LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH NON-COMPLIANCE OF A MODULE WITH THIS WARRANTIES SHALL NOT EXCEED THE PURCHASE PRICE OF SUCH MODULE PAID FOR BY THE CUSTOMER.

THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE RELEVANT MODULES SALES AGREEMENT BETWEEN DMEGC SOLAR AND THE CUSTOMER AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE MODULES WOULD BE SUBSTANTIALLY HIGHER.

THE LIMITATION OR DISCLAIMER OF LIABILITY HEREUNDER MAY NOT APPLY TO THE CUSTOMER IF THE MODULES SOLD TO SUCH CUSTOMER BY DMEGC SOLAR ARE SUBJECT TO THE JURISDICTION WHICH LIMITS OR DOES NOT PERMIT SUCH LIMITATION OR DISCLAIMER OF LIABILITY.

THE CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THE WARRANTIES DO NOT AFFECT ANY ADDITIONAL RIGHTS THE CUSTOMER HAS UNDER MANDATORY LAWS IN THE CUSTOMER'S JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS.

NOTWITHSTANDING THE ABOVE, THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS, WHO MATCH THE DEFINITION OF "CONSUMERS" UNDER 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 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."

## 8. Warranty Claims

Claims must be submitted within the applicable warranty period, and promptly in any case no later than thirty (30) calendar days from noticing the breach of the Warranty. Claim shall be filed in writing to Hengdian Group DMEGC Magnetism Co., Ltd. with address Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322118 (Tel: +86-579-86310330; Email: [service@dmegc.com.cn](mailto:service@dmegc.com.cn)). The claim shall set forth, at least, the following information: (a) party making claim; (b) detailed description of the claim; (c) evidences supporting the claim, including the photos, data or testing report; (d) the evidence for purchase of the Modules subject to the claim, which is able to demonstrate that the party making claim is the beneficiary of the Warranty; (e) the corresponding serial number of the Modules subject to the claim; (f) Warranty Start Date; (g) Modules type; (h) physical address of the Modules; and (i) any other information reasonably requested by DMEGC Solar. The return of any Modules will not be accepted unless prior written authorization has been given by DMEGC Solar.

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as TÜV Rheinland in Germany / China, TÜV SÜD in Germany / China, PI in Berlin / China and any other independent third party test institutes selected by DMEGC Solar and approved by Customer (such approval not be unreasonably withheld or delayed) and having been accredited to ISO IEC 17025, shall be retained to review the claim. The determination by such institute as to whether a breach of the Warranty has occurred shall be final and exclusive. If such institute is unable to confirm a breach of the Warranty, all fees and expenses so arising shall be borne by the Customer.

## 9. Severability

If a part, provision or clause of the Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, this 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.

## 10. Warranty Transfer

Subject to written notice to DMEGC Solar, the Warranty may be assigned in whole (not partially) when the Modules remains installed in its original installation position.

Upon request by DMEGC Solar, the Customer shall provide reasonable evidence demonstrating its heritance of the ownership of the Modules within 15 days following receipt of such request.

## 11. Applicable Law and Dispute Settlement

Any and all disputes arising out of or in connection with the Warranty shall referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the modules supply contract between the original Customer and DMEGC Solar.

## 12. Miscellaneous

Terms of the Warranty are conditioned upon their incorporation in a contractual agreement between DMEGC Solar and the Customer.

### Chinese Office Contact Information

HENGDIAN GROUP DMEGC MAGNETICS CO., LTD.

Address: Hengdian Industrial Zone, Dongyang, Zhejiang, China, 322 118

Mail: [solar@dmegc.com.cn](mailto:solar@dmegc.com.cn)

Tel: +86-579-86310330

[www.dmegcsolar.com](http://www.dmegcsolar.com)

### Australian Office Contact Information

DMEGC RENEWABLE ENERGY AUSTRALIA PTY LTD.

Address: Unit 68 44-50 COOPER ST STRATHFIELD NSW 2135

Mail: [nancy.jin@dmegc.com.cn](mailto:nancy.jin@dmegc.com.cn)

Tel: +86 15157909056

[www.dmegcsolar.com](http://www.dmegcsolar.com)