

## LIMITED WARRANTY STATEMENT PHOTOVOLTAIC KU-MS MODULE PRODUCTS

Effective June 1<sup>st</sup>, 2020

This Limited Warranty Statement applies only to the following module types (“Products”) of Canadian Solar Inc. (“Canadian Solar”): CS3K-XXXMS, CS3U-XXXMS, “XXX” in the type replaces the rated output of the module (Pmax), for example “CS3K-330MS”.

This Limited Warranty Statement applies only to Products sold to and installed in Australia.

### TWELVE (12) YEAR LIMITED PRODUCT WARRANTY

Subject to the exclusions contained herein, Canadian Solar warrants to the original buyer (the “Buyer”) of the Products that the Products shall be free from defects in materials and workmanship which have an effect on Products functionality under normal application, installation, use, and service conditions as specified in Canadian Solar’s standard product documentation such as the installation manual and its annexes.

Claims under this warranty will only be accepted if the Buyer can prove that the malfunctioning or non-conformity of the Products results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Canadian Solar’s standard product documentation. This Limited Product Warranty does not warrant a specific power output of the Products, which shall be exclusively covered under the Limited Performance Warranty elaborated below.

### TWENTY-FIVE (25) YEAR LIMITED PERFORMANCE WARRANTY

Canadian Solar warrants that for a period of twenty-five years the Products will maintain a level of performance as set forth below:

- During the first year, Canadian Solar warrants the actual power output of the Products will be no less than 97.5% of the labeled power output.
- From year 2 to year 25, the actual annual power decline will be no more than 0.6%; by the end of year 25, the actual power output will be no less than 83.1% of the labeled power output.

The actual power output of the Products shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Canadian Solar facility or by a Canadian Solar recognized third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurements.

### WARRANTY EFFECTIVE DATE

The effective date of the warranties provided herein shall be the date of installation or ninety (90) days after delivery by Canadian Solar to the Buyer, whichever date is earlier.

### EXCEPTIONS

The limited warranties set forth herein **DO NOT** apply to any Products: 1) for which Canadian Solar has not received all or part of the due payments from the Buyer; 2) which have been subject to negligence in transportation, handling, storage or use; 3) which have been repaired without Canadian Solar’s authorization or in any way tampered with; 4)

which have been subject to extraordinary salt or chemical exposure; 5) which have been subject to improper installation, application, alteration, unauthorized service, or improper system design which caused constant shading to the Products; 6) which have been subject to power failure or surges, flood, fire, direct or indirect lightning strikes, or other acts of nature; 7) which have been subject to accidental breakage, vandalism, explosions, acts of war, or other events outside Canadian Solar's control; or 8) which have been moved from its original installation location.

In addition, the limited warranties do not apply to any deterioration in the appearance of the Products (including, without limitation, any scratches, stains, rust, discoloration, or mold) or any other changes to the Products in appearance stemming from the normal wear and tear over time of product materials. Also, no warranty claim may be made if the product label, type or serial number of the applicable Products has been altered, removed or made illegible.

## **REMEDIES**

In respect of the Twelve (12) Year Limited Product Warranty, if Canadian Solar verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Product Warranty set forth herein, Canadian Solar, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products (the Warranted Wattages is defined as the contracted power wattages of the Products minus the permissible accumulated degradation); or 3) provide a refund of the fair market value of the Products assessed based on the Warranted Wattages at the time of claim.

In respect of the Twenty-Five (25) Year Limited Performance Warranty, if Canadian Solar verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Performance Warranty set forth herein, Canadian Solar, at its option, will provide one of the following remedies: 1) repair the Products; 2) replace the Products with new products whose labeled power wattages equal to or exceed the Warranted Wattages of replaced Products; 3) provide additional Products to make up the wattage difference between the actual measured power output wattages of the Products and the Warranted Wattages; or 4) provide a refund of the fair market value of the wattage difference between the actual measured power output wattages and the Warranted Wattages.

All remedies under this limited warranty statement shall be calculated based upon the Warranted Wattages of the Products at the time of first reporting of the warranty claim.

Canadian Solar will not accept any return of Products without Canadian Solar's prior authorization. Once accepted, Canadian Solar will cover reasonable transportation costs (except for insurance, any taxes, duties, demurrages, or any other costs and expenses related to custom clearance or Buyer's failure to cooperate) for shipping the Products under a claim back from the Buyer to a designated location of Canadian Solar, and for shipping the additional, repaired or replacement Products to the original installation location. If Canadian Solar opts for repair as the remedy, Canadian Solar shall cover reasonable material and labor costs related to the repair. In any event, the costs and expenses for the removal, installation, and/or reinstallation of the Products, including fees, levies, taxes or other financial duties due in relation to any applicable electronic waste disposal regulation, shall remain with the Buyer, unless otherwise agreed to by Canadian Solar in a signed writing. Canadian Solar will not pay any cost of any fees, levies, taxes or other financial duties imposed on the remedies implemented by Canadian Solar or imposed on the Products subject to such remedies, that are due to regulatory, government or judicial decisions not existing at the time of purchase of the affected Products.

Any repair or replacement of the affected Products shall not increase the applicable warranty period. The warranty period for replaced or repaired Products is the remainder of the warranty for the affected Products. Canadian Solar reserves the right to deliver a similar product (of similar size, color, shape, and/or power output) in replacement of the affected Products if production of the affected Products is discontinued or such product is otherwise unavailable. Unless instructed by Canadian Solar otherwise, Buyer shall dispose of Products in accordance with all local applicable regulations on electronic waste treatment and disposal at its own cost. Products having been replaced shall not be sold, reworked or reused in any way, unless expressly authorized by Canadian Solar.

**EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CANADIAN SOLAR'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.**

## **CLAIM PROCESS**

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall submit such claim in writing without undue delay, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to Canadian Solar within the applicable warranty period specified above to the following address, or such future address as Canadian Solar may provide from time to time:

Canadian Solar MSS (Australia) Pty Ltd  
Technical Department  
44 Stephenson Street  
Cremorne VIC 3121, Australia  
Tel: +61 3 8609 1844  
E-mail: [service.au@canadiansolar.com](mailto:service.au@canadiansolar.com)

Upon receipt of such written claim, Canadian Solar may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties.

## **WARRANTY ASSIGNMENT**

This Limited Warranty is transferrable to a party taking legal title to the Products, provided that the Products remain installed in their original installation location.

## **DISPUTE RESOLUTION**

In case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and Canadian Solar.

## **NOT INDEPENDENT WARRANTIES**

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single defect, then if Canadian Solar remedies that defect as set forth above, Canadian Solar shall be deemed to have resolved all applicable warranty claims arising from that defect.

## **DISCLAIMERS**

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 CANADIAN SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CANADIAN SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR 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 CANADIAN SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, 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 CANADIAN SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CANADIAN SOLAR BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF 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 BUYER IN SUCH JURISDICTIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES 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 IN THOSE AREAS.

## **NOTE**

In the event of any inconsistency among different language versions of this warranty statement, the English version shall prevail.

The installation and handling of PV Products requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the Products.

## **IMPORTANT NOTICE FOR AUSTRALIAN BUYERS**

### **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. The benefits to a consumer under Canadian Solar's express limited warranties are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranties relate.