



Limited Warranty

This warranty applies to DAY4-60MC, DAY4-48MC, and DAY4-36MC Series Photovoltaic modules (“Product”) produced by Day4 Energy Inc. that are sold, installed and used in Australia. This warranty is NOT applicable to any other products produced by Day4 Energy Inc. This warranty is further NOT applicable to any Products produced prior to June 1st, 2007. This warranty is extended to the first end-user purchaser only (“Purchaser”). The warranty period shall commence on the date of original purchase by the Purchaser or 1 (one) year after the manufacturing date indicated on the Product’s label whichever is earlier (the “Commencement Date”). In order for the provisions of this warranty to apply the Purchaser is required to register the warranty by completing and delivering to Day4[®] the Warranty Registration Card enclosed herein. (“Warranty Registration Card”).

This warranty, except to the extent legally permitted, does not exclude, restrict or modify and is in addition to and subject to the statutory rights implied by the *Trade Practices Act 1974* or any corresponding state or territory legislation applicable to the sale of the Product to the Purchaser.

1. Limited Product Warranty- Ten-Year Repair or Replacement.

Day4[®] warrants the Product(s) to be free from defects in materials and workmanship under normal application, installation, use, storage, transportation handling and service conditions. If the Product(s) fails to conform to this warranty, Day4[®] will, at its sole option, either repair or replace the Product(s). This warranty shall extend for a period ending one hundred twenty (120) months from the Commencement Date (the “**Limited Warranty Period**”) for products purchased after July 1, 2010 or for a duration of sixty (60) months for products purchased prior to July 1, 2010. This repair or replacement remedy shall be the sole and exclusive remedy provided under this warranty and the original Product Limited Warranty Period remains in effect and will not be extended, nor will a new Limited Warranty Period begin, upon repair or replacement of defective Product(s) or parts. Limited Product Warranty does not cover a specific power output of the Product which is specifically and exclusively covered in section 2 subject to provisions and limitations of sections 3, 4, 5, 6, 7, 8 and 9.

The following conditions apply to this Limited Product Warranty:

- a) The warranty remedy will extend only to claims received before the end of the Limited Warranty Period.
- b) Day4[®] reserves the right to repair or replace the original Product(s) with new or refurbished Product(s). Only one option will be implemented at Day4[®]’s sole discretion.
- c) The Commencement Date shall determine the start of the Limited Warranty Period in the event Day4[®] repairs or replaces the Product(s).
- d) Product(s) removal, transportation, reinstallation, and related fees are excluded from this Limited Product Warranty and these fees must be paid by the Purchaser.
- e) This Limited Product Warranty is applicable to the Product(s) only and does not apply to any other system components or parts.
- f) This Limited Product Warranty is not applicable to claims arising due to improper storage and/or handling subsequent to the Product’s shipment from Day4[®]’s manufacturing facility.

If the Purchaser feels he or she has a justified claim under the Limited Product Warranty the Purchaser must immediately file a claim in accordance with the provisions of section 5.

2. Limited Power Output Warranty- Limited Remedy.

Day4[®] warrants that for the period of 10 years from the Commencement Date the power output of the Product will not fall below 90% of the designated Minimum Power (P_{min}). Day4[®] further warrants that for the period of twenty-five (25) years from the Commencement Date the power output of the Product will not fall below 80% of the designated Minimum Power (P_{min}). For the purposes of the Limited Power Output Warranty P_{min} shall be determined based on Nominal Power (P_{nom}) in accordance with the following table:

P _{nom} (W)	P _{min} (W)	P _{nom} (W)	P _{min} (W)	P _{nom} (W)	P _{min} (W)
115	110.98	150	144.75	205	197.83
120	115.80	155	149.58	210	202.65
125	120.63	160	154.40	215	207.48
130	125.45	165	159.23	220	212.30
135	130.28	170	164.05	225	217.13
140	135.10	175	168.88	230	221.95
145	139.93	180	173.70	235	226.78
		185	178.53	240	231.60
		190	183.35	245	236.43
				250	241.25

If the Purchaser feels he or she has a justified claim under the Limited Power Output Warranty the Purchaser must immediately file a claim in accordance with the provisions of section 5.

If the deterioration of P_{min} indicated in the warranty claim is confirmed and is the result of a product defect, as determined by Day4[®] in its sole and absolute discretion, Day4[®] will supplement the output deficiency using one of the following remedies:

- a) Day4[®] may provide additional new or refurbished Product(s) of the same or different models to restore the deficient output; or
- b) Day4[®] may repair or replace the Product(s) with new or refurbished Product(s); or
- c) Day4[®] may refund the Purchaser the portion of the original Product(s) purchase value attributable to the deficient portion of the Product’s power output. The refund will be pro-rated by the number of years and/or months from the Commencement Date

When one of the power output supplemental remedies is employed, the following conditions will apply:

- a) The Limited Power Output Warranty remedy will extend only to claims received before the end of the relevant warranty period under this Limited Power Output Warranty (the “**Limited Power Output Warranty**”).
- b) The Commencement Date shall determine the start of the Limited Power Output Warranty period in the event Day4[®] repairs, replaces, refunds or adds more Product(s).
- c) One remedy option (additional Product(s), repair/replacement of Product(s), or prorated refund) will be employed, at Day4[®]’s sole option.
- d) Day4[®] shall not be responsible for any expenses associated with Product(s) removal, transportation, reinstallation of the Product and any related fees resulting from any claim under this Limited Power Output Warranty. Day4[®] shall not be responsible for any loss profits or lost revenues associated with performance or non-performance of the defective Product.

Note: Minimum output power is measured in accordance with the provisions of section 5 under Day4[®]’s standard test conditions of 1000W/m², AM1.5 spectrum and PV cell temperature of 25° C with measurement accuracy of ±3.5%.

3. Limited Warranty Exclusions.

The Limited Warranty described above in sections 1 and 2 excludes any of the following conditions:

- a) Improper usage, installation, wiring, handling, removal, or maintenance and abuse, neglect, or accident.

b) Failure to install and operate the Product under recommended conditions *as per description contained in the user manual accompanying the Product (the "Installation Manual")* including but not limited to ensuring that the Product is installed and operated in a way that it is not shadowed or otherwise covered in its entirety or partially by debris, leaves, tree branches, dirt, bird droppings or any other substance or object(s) capable of preventing the light from illuminating the front surface of the Product in a uniform unobstructed manner.

c) Product(s) sold and/or installed outside Australia.

d) Lack of compliance with regulatory requirements applicable for installations of this kind in Australia and/or Day4[®] installation instructions, and/or use and maintenance instructions contained in the Installation Manual.

e) Marine, recreation vehicle and/or mobile installations of any kind.

f) Alteration or improper application, such as, but not limited to, use with mirrors and/or other optical system of any kind, under concentrated sunlight and direct contact with solar thermal systems.

g) Damage from abuse, alteration, installation or improper repair by anyone other than technicians who are appropriately qualified and properly licensed in accordance with the requirements for installations of this kind in Australia (the "Licensed Technician").

h) Improper storage, handling, packaging or transportation.

i) Damage from external stress, such as falling rocks or other debris.

j) Damage from environmental pollution such as soot, salt damage or acid rain.

k) Damage from defects in system-related parts and components, or non-compatibility of Product(s) with system and related components.

l) Damage from extreme natural conditions (earthquakes, typhoons, tornados, volcanic activity, flooding, tsunamis, lightning, etc.) and fire, power surges, power failures or other unforeseen circumstances that are beyond Day4[®]'s control.

m) Damage from terrorist acts, riots, war or other man-made disasters.

n) External stains or scratches that do not affect output.

o) Damage due to sound, vibration, rust, scratching or discoloration that are the result of normal wear and tear, aging or continuous use.

p) Expiration of warranty, no evidence of purchase, no proof of purchase date, no proof of purchase from a dealer within Australia, no proof of exclusive use within Australia or no proof of delivery and installation by a Licensed Technician.

q) Altered, removed, or illegible Product(s) serial number(s). Note: in order to satisfy proof of purchase, proof of purchase date, proof of purchase from a dealer or installer within Australia, proof of exclusive use within Australia, and proof of delivery and installation by a Licensed Technician the Purchaser must retain throughout the warranty period and provide to Day4[®] at the time of the claim the original copy of the purchase invoice provided to the Purchaser at the time of the Product's purchase and installation by the dealer or installer.

4. Limitation of Warranty.

SUBJECT TO THE LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT(S). DAY4[®] HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION AND ALL OTHER OBLIGATIONS OR LIABILITIES ON DAY4[®]'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY DAY4[®]. DAY4[®] SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY 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 PRODUCT(S), INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT(S), OR FROM USE OR INSTALLATION. IN NO EVENT SHALL DAY4[®] BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. DAY4[®]'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

5. Obtaining Warranty Performance.

Purchasers who believe they have a justified claim covered by this Limited Warranty must immediately notify the dealer who sold the Product to the Purchaser or Day4 Energy Inc directly at the following address:

Day4 Energy Inc.

8168 Glenwood Drive,
Burnaby, B.C. V3N 5E9 Canada
Telephone: +1 604 297 0444
Facsimile: +1 604 297 0445
Email: warranty@day4energy.com

Together with the notice Purchaser should also provide evidence of proof of ownership, Date of Purchase, Product's model number, Product's serial number and detailed description of the nature of the defect claimed. The Purchaser should also provide such other evidence as may be requested by the dealer or Day4[®] at the time of the claim.

In case of the claim under the Limited Power Output Warranty, actual power output of the Product shall be determined exclusively by Day4[®] or its designated representative. The measurement shall be conducted at Day4[®]'s testing facilities under Day4[®]'s standard test conditions of 1000W/m², AM1.5 spectrum and PV cell temperature of 25° C. Measurement tolerance shall be +/- 3.5%. Day4[®]'s measurement will be the sole determination for purposes of warranty settlement.

Note that the return of any Product(s) in relation to any claim under Limited Power Output Warranty or Limited Product Warranty will not be accepted by Day4[®] unless accompanied by a valid return material authorization and prior written authorization issued by Day4[®].

6. Severability.

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

7. Disputes.

Subject to the law, the Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the cause of action has occurred.

8. Replacements.

Product(s) that is replaced by Day4[®] shall become the property of Day4[®]. Day4[®] reserves the right, at its sole option, to deliver another type of new or refurbished Product(s) that may differ in size, color, shape, model number and/or power level.

9. Force Majeure.

Day4[®] shall not be held responsible or liable to the Purchaser or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to industrial disputes, riots, mobs, fires, floods, wars, embargo, shortages of labour, power, fuel, means of transportation or general lack of necessities (whether relating to Day4[®] or its suppliers or subcontractors) or resulting from regulations or order of any government or governmental agency or any other circumstance beyond the control of Day4[®] including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Product(s) or the claim.