

## **LIMITED WARRANTY STATEMENT PHOTOVOLTAIC MODULE PRODUCTS KU&HIKU SERIES**

For the photovoltaic solar module products of the following module types delivered under the sales contract or purchase order signed on and after Jan 1<sup>st</sup>, 2022, CSI Solar Co., Ltd. (hereinafter referred to as "CSI Solar") will provide warranty in accordance with this <LIMITED WARRANTY STATEMENT PHOTOVOLTAIC MODULE PRODUCTS KU&HIKU SERIES> (hereinafter referred to as "Limited Warranty Statement").

This Limited Warranty Statement applies only to the following module types ("Products") of CSI Solar: CS3K-XXXP (IEC1000V), CS3K-XXXP (IEC1500V), CS3U-XXXP (IEC1000V), CS3U-XXXP (IEC1500V), CS3W-XXXP (IEC1000V), CS3W-XXXP (IEC1500V), CS3W-XXXMS (IEC1000V), CS3W-XXXMS (IEC1500V), CS3L-XXXP (IEC1000V), CS3L-XXXP (IEC1500V), CS3L-XXXMS (IEC1000V), CS3L-XXXMS (IEC1500V), CS3L-XXXP-L (IEC1000V), CS3L-XXXP-L (IEC1500V), CS3L-XXXMS-L (IEC1000V), CS3L-XXXMS-L (IEC1500V), CS3S-XXXMS (IEC1000V), CS3S-XXXMS (IEC1500V), CS3Y-XXXP (IEC1000V), CS3Y-XXXP (IEC1500V), CS3Y-XXXMS (IEC1000V), CS3Y-XXXMS (IEC1500V), CS3N-XXXP (IEC1000V), CS3N-XXXP (IEC1500V), CS3N-XXXMS (IEC1000V), CS3N-XXXMS (IEC1500V), CS6W-XXXMS (IEC1000V), CS6W-XXXMS (IEC1500V), CS6R-XXXMS (IEC 1000V), CS6R-XXXMS (IEC 1500V), CS7N-XXXMS (IEC1000V), CS7N-XXXMS (IEC1500V), CS7L-XXXMS (IEC1000V), CS7L-XXXMS (IEC1500V), CS7L-XXXMS-R (IEC1000V), CS7L-XXXMS-R (IEC1500V), "XXX" in the aforementioned module type denotes the rated output of the module (Pmax), for example "CS3K-300P (IEC1000V)".

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

### **TWELVE (12) YEAR LIMITED PRODUCT WARRANTY**

Subject to the limitations & exclusions contained herein, CSI Solar warrants to the original buyer (the "Buyer") of the Products listed above that, for twelve (12) years after the Warranty Start Date, the Products shall be free from defects in materials and workmanship which have an adverse effect on Products functionality under normal application, installation, use, and service conditions as specified in CSI Solar's standard product documentation such as the installation manual and its annexes.

### **TWENTY FIVE (25) YEAR LIMITED PRODUCT WARRANTY**

For the specified Products listed below and only when they are installed on the residential rooftops, subject to the limitations & exclusions contained herein, and in lieu of the Twelve (12) Year Limited Product Warranty specified above, CSI Solar warrants to the Buyer that, for twenty-five (25) years after the Warranty Start Date, the Products shall be free from defects in materials and workmanship which have an adverse effect on Products functionality under normal application, installation, use, and service conditions as specified in CSI Solar's standard product documentation such as the installation manual and its annexes.

- CS3L-XXXMS (black frame or all black module) (IEC 1000V&1500V)
- CS3N-XXXMS (black frame or all black module) (IEC 1000V&1500V)
- CS6R-XXXMS (black frame or all black module) (IEC 1000V&1500V)

Claims under the above warranties 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 CSI 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**

CSI Solar warrants that for a period of twenty-five years from the Warranty Start Date, the Products listed above will maintain a level of performance as set forth below:

- During the first year, CSI Solar warrants the actual power output of the Products will be no less than 98% of the labeled power output.
- From year 2 to year 25, the actual annual power decline will be no more than 0.55%; by the end of year 25, the actual power output will be no less than 84.8% of the labeled power output.

The actual power output of the Products shall be determined for verification using Standard Testing Conditions only. Testing equipment uncertainty shall be taken into account and applied to all actual power output measurements.

## **WARRANTY START DATE**

The foregoing "LIMITED PRODUCT WARRANTY" and "LIMITED PERFORMANCE WARRANTY" are respectively and jointly referred to as "limited warranty" or "warranty". The Warranty Start Date shall be the day after the completion of the first installation of the Products or 90 days after the delivery (Incoterms of 2020) of the Products to the Buyer, whichever date is earlier.

The warranty period is calculated based on the calendar years. For example, the first year of the warranty period is from the Warranty Start Date to the 365<sup>th</sup> day, and so on.

## **EXCEPTIONS**

The limited warranties set forth herein **DO NOT** apply to any Products: 1) for which CSI Solar has not received all or part of the due payments from the Buyer; 2) unable to provide the purchase proofs, Products information and other information or materials that can prove the claim is valid; 3) which have been subject to negligence in transportation, handling, storage or use; 4) which have been repaired without CSI Solar's authorization or in any way tampered with; 5) which have been subject to extraordinary hot, salt or chemical exposure; 6) which have been subject to improper installation, application, alteration, or unauthorized service according to the local laws and regulations or CSI Solar's standard product documentation, or improper system design which caused constant shading to the Products; 7) which have been subject to power failure or surges, flood, fire, direct or indirect lightning strikes, accidental breakage, vandalism, explosions, acts of war, or other events outside CSI Solar's control; 8) which have been moved from its original installation location; 9) third party components that are connected with the Products or the components of the construction on which the Products are mounted have defects; or 10) installed on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures (except water surface floating systems).

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) and Twenty five (25) Year Limited Product Warranty, if CSI Solar verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Product Warranty set forth herein, CSI 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 labeled 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 CSI Solar verifies in its reasonable judgment that the Products fail to conform to the terms of the Limited Performance Warranty set forth herein, CSI 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.

CSI Solar will not accept any return of Products without CSI Solar's prior authorization. Once accepted, CSI 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 CSI Solar, and for shipping the additional, repaired or replacement Products to the original installation location. If CSI Solar opts for repair as the remedy, CSI 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 CSI Solar in a signed writing. CSI Solar will not pay any cost of any fees, levies, taxes or other financial duties imposed on the remedies implemented by CSI 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. CSI 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 CSI 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 CSI Solar.

**EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CSI 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 CSI Solar within the applicable warranty period specified above to the following address, or such future address as CSI 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@csisolar.com](mailto:service.au@csisolar.com)

Upon receipt of such written claim, CSI Solar may seek further verification of the Buyer's claim of a breach of one of the foregoing limited warranties. If it is necessary to send the Products to a third-party testing institute for verification, the testing institute shall be ISO/IEC 17025:2017 accredited and mutually agreed in advance.

### **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 CSI Solar to which the relevant Products belong.

### **FORCE MAJEURE**

Force majeure refers to unforeseeable, unavoidable and insurmountable objective conditions, including but not limited to war, riot, strike, epidemic situation, quarantine, traffic control and other social events; Natural disasters such as earthquake, fire, flood, snowstorm, hurricane, thunder and lightning, natural disaster, etc; Or due to the lack of appropriate or sufficient labor force, shortage of raw materials or inability in production capacity, technology or output; Or delay caused by national laws, regulations, administrative rules or orders, and any unforeseen events beyond the control of CSI Solar.

Due to the occurrence or continuation of force majeure, CSI Solar may be unable to perform or may have delays in performing its obligations under this limited warranty statement. In this case, CSI Solar's obligations to perform will be wholly or partly excused according to the relevant applicable laws or contracts with the Buyer. However, CSI Solar shall timely inform the Buyer of the occurrence of force majeure and negotiate with the Buyer to take necessary measures to minimize the impact of force majeure.

### **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 CSI Solar remedies that defect as set forth above, CSI 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 CSI SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CSI 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, CSI 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 CSI 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 CSI SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CSI SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CSI 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 CSI 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.