

# **ANTAISOLAR AUSTRALIA**

## **25 YEARS**

## **PRODUCT WARRANTY**

### ***ANTAISOLAR AUSTRALIA PTY LTD***

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## PRODUCT LIMITED WARRANTY TERMS AND CONDITIONS

This Standard Limited Warranty ("Warranty") is applicable to the fixed tilt solar mounting products (excluded tracker) manufactured and supplied by ANTAISOLAR AUSTRALIA PTY LTD (referred as "ANTAI" below), in the territory of Australia and New Zealand.

Including Tin roof mounting products, Tile roof mounting products, Kliplok roof mounting products, Flat roof mounting products, Ground mounting products (fixed tilt) and the other solar mounting products supplied by ANTAI.

ANTAISOLAR AUSTRALIA PTY LTD (referred as "ANTAI" below) guarantees and promises the quality of solar mounting products ("Products") as follows:

### I Quality Guarantee

- a. ANTAI guarantees that the Products provided are qualified products in accordance with international standards and procurement requirements.
- b. guarantees that the Products provided are brand new and unused. Product appearance and technical specifications meet the requirements for quality, specification and performance specified in the relevant contract.
- c. ANTAI guarantees that the Products shall have a service life of 25 years under correct installation and normal service conditions and shall have the performance conforming to the contract provisions and technical requirements within service life.

### II The Period of Quality Warranty

- a. This Warranty shall become effective on the date ("Effective Date") when the risk of loss and damage to the Products are being transferred from ANTAI to the CUSTOMER subject to the applicable INCOTERMS under the contract executed by ANTAI and the CUSTOMER for supply and provision of the Products ("CONTRACT").
- b. The warranty period of each component of the Products shall be **Twenty Five (25) – YEARS** from the effective date, when the products are delivered in accordance with Installation manual, Structural Certificates, or any specific instruction by ANTAI in regular & good maintenance.
- c. ANTAI warrants its Products, if any, to be free from defect in materials and workmanship under normal application, installation, and use as well as service conditions. If Products fail to conform to this warranty, during the warranty period of each component, ANTAI will, at its option, either repair or replace the defective components. The repair and

replacement remedy shall be the sole and exclusive remedy provided under this Warranty and shall not extend beyond the period set forth herein.

d. If the same product for replacement of the defective product has been ceased production, ANTAI reserves the right to replace it with another comparable product.

e. The implementation of repair or replacement of the defective product shall not be deemed as the beginning of a new warranty period. The warranty period shall be started from the effective date of original purchase of the product, calculated continuously without any interruption and re-calculation.

f. The warranty does not cover the labor cost for the disassemble and reassemble of the products or any loss of earnings.

### III Exemptions

During the period of quality assurance, any of the following circumstances shall not be covered by the warranty:

- a) Failure to properly install and use the Products according to the operating instructions, or disassemble, reassemble, modify, maintenance, reorganize and transform the Products without ANTAI's permission, resulting in products' malfunction (including circumstances of being able to work but failing to function normally or perfectly, the same below) or damage;
- b) The information provided to ANTAI is inconsistent with the actual installation site information, or the Products not being used in the environment or conditions as design required, resulting in Products' malfunction or damage;
- c) Products' malfunction or damage caused by malfunction or damage of equipment or accessory parts other than the Products provided by ANTAI;
- d) Products' malfunction or damage caused by malfunction or damage of systems, components or accessory parts provided or purchased by CUSTOMER which are contained in Products;
- e) Products' malfunction or damage caused by the design defects in the technical drawings provided by CUSTOMER;
- f) Products' malfunction or damage caused by moving and handling after delivery of Products;
- g) Normal wear and reasonable wear (such as product deformation and discoloration, loss of galvanizing layer, scratches, dirt, etc.) of the products during use;
- h) Products' malfunction, damage or even loss due to natural disasters such as earthquake, fire, thunderstorm, storm and foundation change and other natural factors, as well as unforeseeable or unavoidable force majeure factors such as war, turmoil and

government intervention;

- i) Products' malfunction or damage caused by user or third party intentionally or negligently;
- j) Failure to timely inform ANTAI when Products' malfunction occurs or damaged or wrong Products are inspected, resulting in more serious damage;
- k) Products' malfunction or damage that cannot be detected by general technology and science before Products being launched into the market;
- l) Detecting, inspecting or discovering or being informed of Products' defect, damage, error or malfunction before installation but still using such Products, resulting in any damage or loss;
- m) That does not adversely affect the functionality of the Products, including minor defects such as scratches, stains, surface corrosion, discoloration, etc;
- n) Self-Tapping screws in Corrosive Category 4 and C5 (ISO 9223);
- o) Galvanized Steel components with the HDG coating less than or equal to 85um in Corrosive Category 5 (ISO 9223);
- p) Other faults or damages not caused by ANTAI.

#### **IV Others**

- a. The products' malfunction or damage happened in the situation of Item III of this Warranty or when the Warranty period exceeded, ANTAI can provide paid technical support and maintenance services.
- b. The Warranty only guarantees the quality of the Products and shall not be liable for any loss caused by any reason related to the quality of the Products; nor for any incidental damage, derivative damage or special damage caused by any reason.

#### **V Claim**

If the CUSTOMER has a justified claim covered by this Warranty, an immediate notification directly to the company shall be filed by mailing a registered letter in writing to the address of the company listed hereunder, and, sending an email to the email address of the company listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding material code of the Products and the date on which the Products have been purchased. As well as an invoice with clear indication of the purchase date, purchase price, stamp or signature of ANTAI.

Upon receipt of such written claim, ANTAI may in its sole discretion seek further verification



of the CUSTOMER'S claim of a breach of the Warranty. Without limiting the foregoing, in accordance with written authorization and return packaging and shipping instructions from ANTAI, the CUSTOMER can return defective or allegedly-defective Products or the specific component of the Products at ANTAI' expense. The return of any Products or any specific component of the Products will not be accepted by ANTAI unless prior written authorization has been given by ANTAI and CUSTOMER has complied with the packaging and shipping instructions provided by ANTAI. If ANTAI verifies in its reasonable judgment that Products does not comply with the Warranty set forth above, then ANTAI, at its sole option, will either repair the defective Products or the specific component of the Products and return it to the CUSTOMER at the CUSTOMER'S expense, or provide new or refurbished Products or the specific component of the Products to the CUSTOMER at the CUSTOMERS expense, and reserve the right to charge the CUSTOMER the parts return freight that ANTAI has already paid. The foregoing remedies state ANTAI's sole and exclusive obligation and ANTAI's sole and exclusive remedy to the Customer for a breach of the foregoing Limited Warranty.

## VIDISPUTES

In case of dispute between ANTAI and the CUSTOMER arising out of a warranty, a first-class international test-institute such as TUV Rheinland in Cologne/Germany or a first-class test-institute in China or any other similar institute as mutually agreed by both ANTAI and the CUSTOMER shall be involved to judge the claim finally. The decision made by such institute shall be final and binding on ANTAI and the CUSTOMER. All fees and expenses shall be borne by the CUSTOMER, if the institute decides that the Products' quality conforms to the agreed standards, otherwise it will be borne by ANTAI.

## VII VARIOUS

The repair or replacement of defective Products or any specific component of the Products or the supply of additional Products does not cause the beginning of new warranty term, nor shall the original term of this Warranty be extended. Any replaced Products or component of Products shall become the property of ANTAI made for their disposal. ANTAI has the right to deliver another type (different in size, color, shape and/or other format) in case ANTAI has discontinued producing the defective Products or component of Products at the time of claim, ANTAI ensure that this kind of replacement does not affect the performance of the product.

Notwithstanding this Warranty, CUSTOMER's or user's obligations and responsibilities of timely, properly and cautiously inspecting Product and timely informing ANTAI of the defects inspected are not reduced or exempted.

## VIII WARRANTY TRANSFER

This Warranty is transferable when meeting all of the conditions below:

- a) Products remain installed in its original installation location, and such location shall be affirmed in the CONTRACT and proved to be known by ANTAI clearly when CONTRACT was concluded;
- b) Products is legally transacted to its owner and legally used by any of its users;
- c) No guarantees or responsibilities beyond this Warranty is enforced on ANTAI;
- d) The period of this Warranty does not exceed.

## IX VALIDITY

This Warranty is valid for all Products dispatched to outside of China from ANTAI's factories between 1st, January, 2023 and 31st, December, 2024. This Warranty will become null and void if the Products is not installed at the location specified in the CONTRACT or transferred and reinstalled from the original installation site without written permission from ANTAI.

This Warranty can only be modified upon written approval of ANTAI's authorized representative. If any modified warranty or quality guarantee or equivalent terms are issued to CUSTOMER in the CONTRACT, then this Warranty will become invalid and unenforceable. Any verbal representations intended to modify any ANTAI's warranties shall be invalid and unenforceable. ANTAI has the right to change the warranty whenever ANTAI solely decides it is necessary.

## X Governing Law

The clauses of governing law and dispute resolution under CONTRACT executed by ANTAI and CUSTOMER shall be applicable to this Warranty. ANTAI reserves the right of interpretation for this Warranty.

The Product may come with certain guarantees that cannot be excluded under the Australian Consumer Law, CUSTOMER may be entitled under statute to a replacement or refund for a **major defect** in the Products. CUSTOMER may also be entitled under statute to have the **Products repaired** for any defect which does not amount to a major defect. The benefits given by this **Warranty** are in addition to any statutory rights and remedies CUSTOMER may have under Australian law.

**ANTAI SOLAR AUSTRALIA PTY LTD**

Updated on Nov. 22, 2023