

Transform Solar Warranty Certificate

Grid-Connect SLIVER™ Modules

Transform Solar PTY LTD (referred to hereafter as TRANSFORM) provides to you as the purchaser of a TRANSFORM Solar Product the following warranties (being the Solar Product Warranties) as set out in this *Warranty Certificate*.

The limited warranties and the relevant warranty periods applicable to each model of the TRANSFORM Solar Product are those set out in Table 1: Warranty Summary of this *Warranty Certificate*. In all circumstances, the Solar Product Warranties commence on and from the date of purchase.

Table 1: Warranty Summary

Product Description	Product Part #	Warranted Power Output ⁽¹⁾	Period of Limited Warranty for:		
			Materials and Workmanship	90% of Warranted Power Output	80% of Warranted Power Output
SLIVER 150 – HP Series IV	SVR-HP150-4100	150W +/-3%	2 years	10 years	25 years
SLIVER 157 – HP Series IV	SVR-HP157-4100	157W +/-3%	2 years	10 years	25 years
SLIVER 165 – HP Series IV	SVR-HP165-4100	165W +/-3%	2 years	10 years	25 years

(1) As tested under Standard Test Conditions (STC) **and** according to IEC 60904.

Note: observed power output may be less where panels are not oriented at an optimal pitch, are shaded or partially shaded, are obstructed, or are in sub-optimal climatic conditions.

1. Warranty Descriptions

1.1. Limited Warranty on Materials and Workmanship

TRANSFORM warrants that, for the period of your Limited Warranty of Materials and Workmanship as specified in Table 1: Warranty Summary, your TRANSFORM Solar Product shall be free from defects in materials and workmanship.

If, during the period of your limited warranty of materials and workmanship, you report a suspected defect in materials and workmanship of your TRANSFORM Solar Product to the retailer or to TRANSFORM and, as a result of investigation by or on behalf of TRANSFORM, such a defect is confirmed, then TRANSFORM will, at its sole discretion, repair or replace your TRANSFORM Solar Product with an equivalent product or refund to you the purchase price of the TRANSFORM Solar Product.

This Limited Warranty of Materials and Workmanship does not warrant any other materials used or workmanship involved in the installation of your TRANSFORM Solar Product or its connection to other power management elements or products.

This Limited Warranty of Materials and Workmanship does not warrant a specified level of power output over time. Instead, see the “Limited Warranty on Percentage of Warranted Power Output”, section 1.2 below.

1.2. Limited Warranty on Percentage of Warranted Power Output

TRANSFORM warrants your TRANSFORM Solar Product against defects in materials and workmanship that result in your TRANSFORM Solar Product failing to produce the warranted percentage of Warranted Power Output described in Table 1: Warranty Summary and as specified for your Solar Product in TRANSFORM’s applicable written specifications during the applicable warranty period also described in Table 1: Warranty Summary.

If during the limited warranty period of Warranted Power Output, as a result of an investigation by or on behalf of TRANSFORM using Standard Test Conditions (STC) according to IEC 60904, TRANSFORM determines that your TRANSFORM Solar Product is not providing your warranted percentage of the Warranted Power Output, then TRANSFORM will, at its sole discretion, repair or replace your TRANSFORM Solar Product. This may include providing you with additional component(s) to bring the aggregate power output of your TRANSFORM Solar Product up to the minimum of your warranted percentage of the Warranted Power Output.

This Limited Warranty on Percentage of Warranted Power Output does not warrant any failure to achieve a warranted percentage of Warranted Power Output over time which is attributable to other materials used or workmanship involved in the installation of your TRANSFORM Solar Product or its connection to other power management elements or products.

2. General Information

The following applies to all TRANSFORM Solar Products under these Solar Product Warranties:

- 2.1. Under these Solar Product Warranties, TRANSFORM may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing your TRANSFORM Solar Product. Replaced parts or products will become the property of TRANSFORM.
- 2.2. Under these Solar Product Warranties, TRANSFORM is not responsible for—and you hereby agree to bear— any costs associated with the removal, transportation or reinstallation of your TRANSFORM Solar Product or any components thereof.
- 2.3. Notwithstanding anything to the contrary in this Warranty Certificate, the Solar Product Warranties provided herein shall apply only so long as the TRANSFORM Solar Product(s) warranted hereby are owned by either: (1) the first purchaser who has purchased the product(s) for it, his, or her own use and not for purposes for resale or (2) by purchasers of buildings on which the product was first mounted.
- 2.4. For the avoidance of doubt, the Solar Product Warranties provided herein do not cover damage, malfunctions, or service failures caused by any of the following:
 - 2.4.1. Failure to follow TRANSFORM's installation, operation, or maintenance instructions.
 - 2.4.2. Repair, modifications, or movement of your TRANSFORM Solar Product by someone other than an accredited installer (or equivalent for your jurisdiction).
 - 2.4.3. Abuse, misuse, or negligent acts.
 - 2.4.4. Power failure surges, lightening, fire, flood, pest damage, accidental breakage, actions of third parties, and other events or accidents outside TRANSFORM's reasonable control and not arising under normal operating conditions.
- 2.5. Except as and to the extent required by any statutory or other legal rights granted or existing under the laws of the country or State in which the TRANSFORM Solar Product was purchased and which are not capable of contractual exclusion or disclaimer:
 - a) TRANSFORM offers no warranties, express or implied, other than the warranties made herein and, except as required by statute, specifically disclaims any warranty of merchantability or fitness for a particular purpose. Any warranties implied by TRANSFORM, including those of merchantability and fitness for particular purpose, which are not effectively excluded herein are limited in duration to the terms stated in this warranty.
 - b) TRANSFORM is not responsible for any special incidental, consequential, or punitive damages arising from the use or loss of use of or failure of your TRANSFORM Solar Product to perform as warranted, including but not limited to damages for lost services, cost of substitute services, lost profits or savings, and expenses arising out of third-party claims. TRANSFORM's maximum liability under any warranty, expressed, implied, or statutory, or for any manufacturing or design defects, is limited to the purchase price of the product. The purchaser's exclusive remedy for breach of warranty or for manufacturing or design defects shall be only as stated herein.
- 2.6. Where you are a natural person, and to the extent required by any statutory or other legal rights granted or existing under laws of a country or State, nothing in these Solar Product Warranties shall operate or shall be construed to operate so as to exclude or restrict the liability of TRANSFORM for death or personal injury caused to you by reason of the negligence of TRANSFORM or its servants, employees or agents.
- 2.7. The rights granted by these Solar Product Warranties are in addition to any statutory or other legal rights granted or existing under laws of the country or State in which the TRANSFORM Solar Product was purchased and those legal rights are not affected by this Warranty.