



**LIMITED WARRANTY CERTIFICATE FOR  
PHOTOVOLTAIC MODULE**



**ECO DELTA POWER CO.,LTD**

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### **Limited Warranty for PV Modules**

ECO DELTA CROP (Eco Delta) Standard Solar Module Product Names covered under this warranty are:

Standard Type:

ECO-475M-72SB  
ECO-475M-72SBF  
ECO-415M-60SB  
ECO-415M-60SBF  
ECO-390M-66SA  
ECO-390M-66SAF



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For the standard solar module types listed above, Eco Delta shall WARRANTY its Photovoltaic Solar Modules (MODULES)'s performance starting from the date of sale (SALES DATE) to the first customer installing (for their own use) the MODULES (CUSTOMER) or starting at the latest 12 months after module dispatch from the Eco Delta factory, whichever occurs earlier, (the WARRANTY START DATE)

## **1. Limited Product Warranty – Fifteen Years Repair, Replacement or Refund Remedy**

Eco Delta warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, and use and service conditions. If MODULES fail to conform to this warranty, during the period of fifteen (15) years from the WARRANTY START DATE, Eco Delta will, at its option, either repair or replace the product, or refund the then current market price of the MODULES. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

## **2. Limited Peak Power Warranty - Limited Remedy**

### **2.1 5 years**

If, for a period of Five ( 5 ) years from the Warranty Start Date, any MODULE(s) exhibits a power output less than 95.8 % of the nominal power as set out in Eco Delta's product datasheet, provided that such loss in power is determined by Eco Delta ( at its sole and absolute discretion ) to be due to defects in material or workmanship, Eco Delta will, at its sole option, either (1) replace such loss in power by either, at Eco Delta's sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective



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MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE) to the CUSTOMER representing the percentage of the power output less than 95.8% of the nominal power as set out as specified in Eco Delta's product datasheet.

## **2.2 12 years**

If, for a period of Twelve ( 12 ) years from the Warranty Start Date, any MODULE(s) exhibits a power output less than 91.95 % of the nominal power as set out in Eco Delta's product datasheet, provided that such loss in power is determined by Eco Delta ( at its sole and absolute discretion ) to be due to defects in material or workmanship, Eco Delta will, at its sole option, either (1) replace such loss in power by either, at Eco Delta's sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the current market price of the MODULE) to the CUSTOMER representing the percentage of the power output less than 91.95% of the nominal power as set out as specified in Eco Delta's product datasheet.

## **2.3 18 years**

If, for a period of Eighteen (18 ) years from the Warranty Start Date, any MODULE(s) exhibits a power output less than 88.65% of the nominal power as set out in Eco Delta's product datasheet, provided that such loss in power is determined by Eco Delta ( at its sole and absolute discretion ) to be due to defects in material or workmanship, Eco Delta will, at its sole option, either (1) replace such loss in power by either, at Eco Delta's sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE) to the CUSTOMER representing the percentage of the power output less than 88.65% of the nominal power as set out as specified in Eco Delta's product datasheet.

## **2.4 25 years**

If, for a period of Twenty-five (25) years from the Warranty Start Date,, any MODULE(s) exhibits a power output less than 84.8% of the nominal power as set out "in Eco Delta's product



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datasheet, provided that such loss in power is determined by Eco Delta (at its sole and absolute discretion ) to be due to defects in material or workmanship, Eco Delta will, at its sole option, either (1)

replace such loss in power by either, at Eco Delta's sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE (as measured by the then current market price of the MODULE) to the CUSTOMER representing the percentage of the power output less than 84.8% of the nominal power as set out as specified in Eco Delta's product datasheet.

### **3. Exclusions and Limitations**

3.1 In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

3.2 The "Warranties" do not apply to any MODULES which have been subjected to: Misuse, abuse, neglect or accident;

Alteration, improper installation or application;

Non-observance of Eco Delta's installation and maintenance instructions;

Repair or modifications by someone other than an approved service technician of Eco Delta;

Power failure surges, lightning, flood, fire, accidental breakage or other events outside Eco Delta's control.

3.3 "Warranties" do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.

3.4 Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.

### **4. Limitation of Warranty Scope**

These "Limited Warranties for PV Modules" as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations



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or liabilities on the part of Eco Delta, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Eco Delta. Eco Delta 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 the MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall Eco Delta be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Eco Delta's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

#### **5. Obtaining Warranty Performance**

If the CUSTOMER has a justified claim covered by this "Limited Warranties for PV Modules", an immediate notification directly to Eco Delta shall be filed by mailing a registered letter in writing to the address of Eco Delta listed hereunder, or, sending an email letter to the email account of Eco Delta listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Eco Delta or its distributors should also be submitted as part of the evidence.

The return of any PV-modules will not be accepted unless prior written authorization has been given by Eco Delta. Eco Delta shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by Eco Delta customer service department.

#### **6. Severability**

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



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## **7. Disputes**

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Eco Delta.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES 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.

## **8. Various**

The repair or replacement of the MODULES or the supply of additional MODULES does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced MODULES shall become the property of Eco Delta made for their disposal. Eco Delta has the right to deliver another type (different in size, color, shape and/or power) in case Eco Delta discontinued producing the replaced MODULES at the time of the claim.

## **9. Warranty Transfer**

This warranty is transferable when the product remains installed in its original installation location.

## **10. Force Majeure**

Eco Delta shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including



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this "Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Eco Delta. In such cases, performance by Eco Delta of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

## **11. Validity**

This "Limited Warranty for PV Modules" is valid for all MODULES dispatched from Eco Delta 's factories

"Nominal Power in Datasheet" is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. "STC" are as follows:

Light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup> and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per

calibration and testing standards of Eco Delta valid at the date of manufacture of the PV-modules

## **12. Statement of consumer rights**

12.1 If you have purchased this product in Australia, you should be aware that this warranty is provided in addition to other rights and remedies held by a consumer at law.

12.2 Our goods come with guarantees that cannot be excluded under 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.



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Headquarters Add: Office 501, Building 6, No.65 Dacang Road, 213001 Changzhou, P. R. China.

Website: [www.ecodeltapower.com](http://www.ecodeltapower.com)

Email: [info@ecodeltapower.com](mailto:info@ecodeltapower.com)

ECO SAKURA ENERGY PTY LTD

EMAIL: [info@ecosakura.com.au](mailto:info@ecosakura.com.au)

ABN: 68 638 566 471

Web: <http://www.ecosakura.com.au/>

Tel: 1300 823 028

Add:59 Tacoma Circuit,Canning Vale, WA 6155