



3.7 For Modules newly supplied or repaired, only the remaining time of the original warranty period under these Bosch Supplementary Warranties shall apply.

4. Claim Procedure

4.1 The Bosch Supplementary Warranties are provided by Robert Bosch (Australia) Pty Ltd, ABN 48 004 315 628 of 1555 Centre Road, Clayton, Victoria, 3168.

4.2 All warranty claims must be submitted in writing to:

Robert Bosch (Australia) Pty Ltd
 SE/SAO
 Locked Bag 66
 Clayton South VIC3169
 Ph: +61 (0)3-9541-3912
 email: customerservice.se@au.bosch.com

4.3 A claim by an End Customer under these Bosch Supplementary Warranties must be accompanied by proof of purchase, model details, and serial number, together with a full description of the problem which is the subject of the Supplemental Warranty claim. Upon request, the End Customer will provide such further information as may reasonably be requested by Bosch in order for it to

verify that the warranty claim meets the conditions of the Bosch Supplemental Warranties.

4.4 In the case of the Supplementary Performance Warranty, the End Customer acknowledges that the standard test conditions applied by Bosch to test Module performance are 25°C cell temperature, irradiation 1,000 W/m² and spectrum AM 1.5., with the output of the Module under such standard test conditions measured by Bosch at the ends of the pre-assembled connector on the rear of the Module. Bosch reserves the right, in its reasonable discretion, to verify the alleged shortfall in performance from the minimum guaranteed performance (as determined in accordance with Section B) by testing the Module under these standard test conditions. This testing may be conducted by Bosch directly or through its suitably qualified nominee. If Bosch or the nominated tester reasonably conclude that there is no breach of the Supplementary Performance Warranty, Bosch shall in its reasonable discretion be entitled to claim a refund of the performance test costs.

4.5 All legal disputes arising from this warranty shall be governed by the laws of the State of Victoria. The UN Sales Convention (CISG) and conflict of law rules do not apply.

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Supplementary Warranties

applicable to Bosch Solar c-Si Series of Photovoltaic Modules Supplied by Robert Bosch (Australia) Pty Ltd in Australia after 1st January 2012

Important Note: Australian Consumer Law:

The conditions of the Bosch Supplementary Warranties are set out below. 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.

These Bosch Supplementary Warranties apply in addition to any statutory rights or remedies that you may have, including under the Australian Consumer Law. These Bosch Supplementary Warranties do not exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified.

Robert Bosch (Australia) Pty Ltd ABN 48 004 315 628 ("Bosch") provides a supplementary product warranty (A) and a supplementary performance warranty (B) in respect of Bosch Solar photovoltaic modules of the series Bosch c-Si solar modules with manufacturers' code 01, 11 – 21, 23 and 25 (referred to in this document as "Module" or "Modules") which are supplied by Bosch in Australia. These warranties are referred to here as the Bosch Supplemental Warranties. No separate voluntary manufacturer's warranty is provided by Bosch Solar Energy AG or other Bosch entity in respect of Modules supplied in Australia.

The Bosch Supplementary Warranties are applicable to purchases of Modules supplied by Bosch in Australia from 1st January 2012. The Supple-

mentary Product Warranty (A) covers the material and workmanship of the Module, whereas loss of performance (degradation) and minimum output of the Module are exclusively the subject of the Supplementary Performance Warranty. Section C: Warranty Conditions describes the conditions which apply to both of these Bosch Supplementary Warranties.

A: Supplementary Product Warranty

Subject to the other conditions contained here-in, Bosch provides a Supplementary Warranty to the End Customer (as defined in Section C para. 1.1) in respect of Modules supplied by Bosch in Australia, and which were purchased new by such End Customer, that the Modules are free of defects in materials and workmanship. This Supplementary Warranty is provided for a period of ten years from the delivery date (ex works or warehouse) of those Modules.

B: Supplementary Performance Warranty

Subject to the other conditions contained herein, Bosch provides a supplementary warranty to the End Customer (as defined in Section C para. 1.1) in respect of Modules supplied by it in Australia, and which were purchased new by such End Customer, that the Modules will

- within a period of 10 years from the date of delivery (ex works or warehouse), deliver at least 90% and
- within a period of 25 years from the date of delivery (ex works or warehouse), deliver at least 80%,

of the minimum performance declared in the data sheet or on the product label affixed to each Module

(being the lower sorting limit of the respective power class less power measurement tolerance).

C: Supplementary Warranty Conditions

The following conditions apply to both of the Bosch Supplementary Warranties described in Section A and Section B.

1. General

The Bosch Supplementary Warranties are granted only to the End Customer. The Bosch Supplementary Warranties do not apply to distributors of the Modules or companies which are responsible for their installation. End Customers are all parties who have purchased the Modules for their own needs (and not for the purpose of resale) or who have purchased a building on which the Modules were installed at the time of purchase and have not been removed. The Module must have remained part of a solar system in which it was first supplied and operated. Modules or the solar system in which the Modules have been supplied must have been bought new by the End Customer and not have been acquired secondhand. (Consumers guarantees can however apply to second hand Modules under the Australian Consumer Law.).

1.2 In the event that these Bosch Supplementary Warranty conditions deviate from the specifications set forth in the data sheet, these Bosch Supplementary Warranty conditions shall prevail.

1.3. The Supplementary Product Warranty and the Supplementary Performance Warranty shall apply only to Modules supplied by Bosch within Australia.

1.4 Claims arising from or in connection with the Bosch Supplementary Warranties must be filed in writing in accordance with the procedure outlined in section 4 within the applicable Supplementary Warranty period. No extension of the Supplementary Warranty period, regardless of legal basis, will be accepted.

1.5 Claims arising out of or in connection with the Bosch Supplementary Warranties must be asserted

ed within three months of knowledge of the matter or the event giving rise to the claim. No consideration will be given to claims under the Bosch Supplementary Warranties which are made after this period.

1.6 Claims under the Bosch Supplementary Warranties may not be transferred to a third party.

1.7 The benefits under the Bosch Supplementary Warranties are in addition to other rights and remedies under law in relation to the Modules, in particular those other rights or remedies held by a consumer under the Australian Consumer Law. To the extent that any other condition or warranty implied by law is excludable, such condition or warranty is excluded. The Bosch Supplementary Warranties are voluntary warranties provided by Bosch to end customers of the Modules. These do not affect any supply and quality agreement between Bosch and its direct customer as vendor and purchaser.

2. Disclaimers / Liability limitations

2.1 The Bosch Supplementary Warranties will not apply to the extent the damage or the failure which is the subject of the warranty complaint is caused by:

- ▶ normal wear and tear,
- ▶ use for purposes other than for which the Modules are designed and sold by Bosch,
- ▶ use on mobile units such as vehicles and ships as well as other off-grid use of Modules,
- ▶ failure to use the Modules under normal operating conditions (the permissible operating and installation conditions are specified on the data sheet for the Modules),
- ▶ insufficient ventilation (in particular the maximum temperatures according to the operating manual may under no circumstances be exceeded)
- ▶ faulty installation, commissioning, use or operation or improper removal and/or reinstallation of Modules (including failure to comply with installation instructions¹ and operating instructions and safety and warning notes contained in those instructions)

- ▶ unauthorized repairs or alterations,
- ▶ damage caused by acts or omissions of any person other than Bosch or its agents and employees after the goods left the control of Bosch such as vandalism or theft,
- ▶ modifications/damage as a consequence of force majeure or other events beyond the control of Bosch (storms, hail, fire, power outage, lightning, flooding, snow damage, avalanches, frost, earthquakes, tornadoes, volcanic eruptions, landslides, plagues of insects and other detrimental effects caused by animals, acts of war, etc.),
- ▶ impairment through external influences (e.g. dirt, smoke, salt, chemicals and other impurities),
- ▶ interconnection with Modules made by other manufacturers,
- ▶ defects of the system into which the Module is integrated, or
- ▶ continued use after a fault becomes known or apparent.

2.2 Specifically, warranty claims under the Bosch Supplementary Warranties will not be accepted if the Modules exhibit any signs of excessive wear and tear or external damage not reconcilable with normal use. The serial number and/or type label must not be damaged.

2.3 Bosch will solely determine whether a warranty claim under these Bosch Supplemental Warranties is verified to its satisfaction and if a warranty claim under these Bosch Supplemental Warranties is to be approved or declined in accordance with these terms.

3. Remedy for Breach of Bosch Supplemental Warranties

3.1 In case of a warranty claim under the Bosch Supplementary Warranties, Bosch shall, at its own discretion, replace the Module with a functional Module of the same type, remedy the Bosch Sup-

plemental Warranty defects or refund the loss of yield of the respective Module.

3.2 Should the same type of Module no longer be produced at the time of the warranty claim under the Bosch Supplementary Warranties, Bosch may, where appropriate and where reasonably available to Bosch, supply another type of Module of similar value (albeit different size, shape, colour and/or capacity).

3.3. Bosch will bear any reasonable expense incurred by the End Consumer in making a warranty claim under the Bosch Supplementary Warranties, provided that such expense was reasonably foreseeable as a result of such a failure and has been, in the reasonable discretion of Bosch, been sufficiently substantiated.

3.4 Except where otherwise agreed by Bosch in its reasonable discretion, Bosch will not bear the expenses incurred by the End Consumer in relation to a warranty claim under the Bosch Supplementary Warranties which has not been substantiated under section 2.3 above.

3.5 In its reasonable discretion, an End Customer may be requested in writing to return Modules to support its claim under Supplemental Warranties upon the prior written request and/or with the written consent of Bosch.

3.6 In the case of rejected warranty claims under these Bosch Supplementary Warranties, if the Module is repairable, repair of the Module and an estimate of the repair cost and associated costs may be offered to the End Customer by Bosch. If this is offered by Bosch in respect of a rejected warranty claim, and the End Customer proceeds to request such repair, the End Customer will be responsible for assessment costs, repair, in addition to freight and other reasonable repair-related costs.

¹Current installation manual available at www.bosch-solarenergy.com.au