

TCL | SUNPOWER

TCL SunPower Warranty for PV Modules

Australia – July 2026

TCL | SUNPOWER

LIMITED WARRANTY FOR PV MODULES

Effective Date: ***1 July 2026***

1. Limited Product and Power Warranties

1.1 PV Module(s).
This Limited Warranty is effective for photovoltaic modules with the model numbers listed in the Warranty Table sold after the Effective Date (the "**PV Modules**"). The PV Module(s) exclude any power electronic, external connector, jumper, microinverter or other external device included or sold with the PV Modules.

This Limited Warranty for photovoltaic modules (the "Limited Warranty") is provided by **TCL Zhonghuan Energy Technology (Jiangsu) Co., Ltd.** (the "**Manufacturer**").
In Australia, this Limited Warranty is administered by **SunPower Corporation Australia Pty Ltd** of Suite 207/28 Riddell Parade, Elsternwick VIC 3185, Australia ("**TCL SunPower**"), which acts as the local contact point for warranty claims and enquiries.
The Manufacturer and its affiliated entities operate under the **TCL Solar** brand.

1.2 Warranty Start Date.
The Warranty Start Date is the earlier of:
(i) the date of array interconnection, and
(ii) 6 months following delivery of the PV Modules.
If the delivery date cannot be verified, then the manufacturing date will be used in its place.

1.3 Product Warranty.
Subject at all times to the terms and conditions in this Limited Warranty, the Manufacturer warrants that the PV Modules will be free from defects in materials and workmanship that materially impair the structural integrity or normal functioning of the PV Modules under normal application, installation, use and service conditions during the Product Warranty Term, as set forth in the Warranty Table (a **"Product Defect"**).
For the avoidance of doubt, electroluminescence imaging indications, including microcracks, cell interruptions or similar anomalies (**"EL Indications"**), do not, of themselves, constitute a Product Defect unless and to the extent that such conditions materially impair the structural integrity or normal functioning of the PV Modules

1.4 Power Warranty.
Subject at all times to the terms and conditions in this Limited Warranty, the Manufacturer warrants that the PV Modules will have a Measured Peak Power[1] of at least the Guaranteed Peak Power during the Power Warranty Term, as set forth in the Warranty Table (a **"Performance Defect"**).
For the avoidance of doubt, EL Indications do not, of themselves, constitute a Performance Defect unless and to the extent that such conditions result in the PV Modules failing to meet the Guaranteed Peak Power

1.5 Warranty Table.
This Limited Warranty applies only to the following N-type double-glass PV Modules supplied by the Manufacturer:

PV Modules	Product Warranty Term	Power Warranty Term	Guaranteed Peak Power (a percentage of "Minimum Peak Power," which is the rated power shown on the label for the PV Module)
HSM-GHJ-NM580-610 **HSM-HHK-NM475** **HSM-BE52-HD490-505**	30 years from the Warranty Start Date	30 years from the Warranty Start Date	99% of the Minimum Peak Power in the first year, reduced by 0.35% annually thereafter, to no less than 88.85% at the end of year 30

[1] *"Measured Peak Power" is a measurement of the watt peak of a PV Module at Standard Test Conditions (1000W/m² irradiance, AM1.5, 25°C, SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. Measured Peak Power measurements require a sweep rate of no less than 200ms to ensure an accurate power measurement. TCL Solar can provide a detailed testing procedure or a list of recognized testing agencies upon request.*
[2] *xxx represents the module power.*

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2. Customer Support, Claims Process and Coverage

2.2 If any PV Module fails to conform to this Limited Warranty, except in the event such failure or any power loss results from or arises out of (in whole or in part) any of the excluded events set forth in Section 4 below, as determined by the Manufacturer in its sole reasonable discretion, then for the applicable Warranty Term, the Manufacturer will elect (in its sole and absolute discretion) to either repair, replace, or refund the defective PV Modules as set forth herein.

2.3 If you have a claim covered by this Limited Warranty, then you should as soon as reasonably practicable after becoming aware of the alleged defect immediately contact TCL SunPower at **techsupport.australia@sunpowerglobal.com**. Upon receipt of a claim, TCL SunPower may require additional information regarding the claim, including applicable warranty information; itemized proof of purchase, delivery or installation; serial and model numbers; and evidence regarding the basis of claim. All the Manufacturer obligations hereunder are expressly contingent upon the timely and full provision of such additional information. Returned PV Modules will not be accepted unless prior written authorization has been provided by the Manufacturer.

2.4 For any valid claim here under pertaining to any PV Module, subject to your rights under the Australian Consumer Law, the Manufacturer will, in its sole discretion, repair, replace, or refund the covered PV Modules. For repairs and replacements, the Manufacturer will cover reasonable, customary transportation costs for the return of covered PV Modules from, and the shipment of repaired or replacement PV Modules to, the place where the covered PV Modules were originally delivered by the Manufacturer. In addition, for repairs and replacements the Manufacturer will cover the reasonable removal and reinstallation costs for the affected PV Modules; and where the Manufacturer issues a refund, the Manufacturer will pay the reasonable market-standard removal and reinstallation costs associated with the claim.

2.5 Replacement PV Modules may be refurbished or remanufactured PV Modules, will be electrically and mechanically compatible with the covered PV Modules, and will have a substantially equal or greater power rating.

2.6 If the Manufacturer issues a refund under a valid Product Warranty or Power Warranty claim, the refund amount (the "Claim Value") shall be determined as follows:

a. Product Warranty: The Claim Value shall be the spot price of comparable PV Modules at the time of the claim, multiplied by (1 − n/30), where *n* represents the number of years in service since the Warranty Start Date, provided that *n* does not exceed 30.

b. Power Warranty: The Claim Value shall be the spot price of comparable PV Modules at the time of the claim, multiplied by (1 − n/30), where *n* represents the number of years in service since the Warranty Start Date, provided that *n* does not exceed 30.

For the purposes of this clause, the "spot price of comparable PV Modules" means the prevailing market price of modules of similar type, specification and performance at the time the claim is assessed.

3. General Conditions for Warranty Claims

3.1 Any and all coverage, right, and performance under this Limited Warranty is expressly conditioned upon full payment (including full payment of any charges for interest or late payment) due to TCL SunPower.

3.2 Neither TCL SunPower nor the Manufacturer have any obligations if there are outstanding charges or payments for PV Modules that are the subject of a warranty claim.

3.3 All warranty claims hereunder must be filed within the applicable Warranty Term. Any warranty claim filed outside the applicable Warranty Term, including any claim for a latent or undiscovered defect, is invalid and will be rejected by the Manufacturer.

3.4 The Product and Power Warranty Terms for any repaired or replaced PV Module shall not extend beyond the original terms.

3.5 PV Modules used with floating mounting systems are excluded entirely unless prior written approval is obtained from the Manufacturer, subject to any terms, conditions, and changes as may be set out in such written approval.

3.6 In cases of PV Module replacement, title to any replaced PV Module shall pass to the Manufacturer.

3.7 All warranty claims must be filed by or on behalf of the warranty holder. TCL SunPower and/or the Manufacturer may require documentation to confirm the identity of the warranty holder, authority of the claimant, and the sale, delivery, and original place of installation of the PV Modules. The Manufacturer may reject warranty claims with insufficient documentation.

3.8 This Limited Warranty may be assigned to the subsequent owner of the PV Modules. The original warranty holder or subsequent owner should notify SunPower Australia of any such assignment and provide reasonable documentation evidencing the transfer of ownership.

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4. Exclusions and Limitations

4.1 The Limited Warranty does not apply to any of the following, including any defects, failure, or power loss caused by:

a. PV Modules subjected to:
   i. misuse, abuse, neglect or accident;
   ii. alteration or improper installation; (improper installation includes, without limitation, installation that does not comply with all Manufacturer installation instructions and operations and maintenance instructions of any type, as may be amended and updated from time to time at the Manufacturer's sole discretion, and all national, state, and local laws, codes, ordinances, and regulations);
   iii. repair or modification by someone other than an approved service technician of the Manufacturer;
   iv. conditions exceeding the voltage, wind, snow load, and any other operational specifications;
   v. power failure or surges;
   vi. indirect or direct damage from lightning, hail, flood, fire or other acts of nature;
   vii. damage from persons, biological activity, or industrial chemical exposure; or
   viii. damage from impact or other events outside the Manufacturer's control.

   Please read the safety and installation instructions. Visit www.sunpowerglobal.com/au/documents;

b. Cosmetic defects or effects stemming from normal wear and tear of PV Module materials and cosmetic variations that do not cause power output to fall below the Guaranteed Peak Power. Normal wear and tear of PV Module materials includes, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the PV Module;

c. PV Modules installed in locations, in the Manufacturer and/or TCL SunPower's absolute judgment, that may be subject to direct contact with bodies of salt water;

d. PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.

e. PV Modules that have been moved from their original installation location without the express written approval of the Manufacturer and/or TCL SunPower.

f. EL Indications, including any microcracks or cell anomalies identified solely through electroluminescence (EL) imaging, to the extent such conditions do not result in a Product Defect or Performance Defect.

4.2 The Manufacturer/TCL SunPower shall not be responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fire, flood, epidemics or pandemics or any other cause or circumstance beyond the reasonable control of the Manufacturer/TCL SunPower.

5. Limitations of Warranty Scope and Applicable Law

5.1 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 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 provided under this Limited Warranty are in addition to, and do not limit, any rights and remedies available under the Australian Consumer Law. This Limited Warranty operates independently of, and does not replace, consumer guarantees under the Australian Consumer Law.

5.2 Scope of Warranty and Exclusions

Subject always to the Australian Consumer Law and any other applicable law that cannot be excluded, restricted or modified, this Limited Warranty sets out the Manufacturer's voluntary warranty in relation to the PV Modules.

Except as expressly set out in this Limited Warranty or required by applicable law, all other warranties, guarantees and conditions of any kind (whether express, implied, statutory or otherwise), including any implied warranties of merchantability or fitness for purpose, are excluded to the maximum extent permitted by law.

Nothing in this Limited Warranty excludes, restricts or modifies any right or remedy conferred by the Australian Consumer Law or any other law where to do so would be unlawful.

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5.3 Limitation of Liability

Subject to applicable law, including the Australian Consumer Law:

a. the TCL Sunpower/Manufacturer's liability under this Limited Warranty is limited to the remedies expressly set out in this document;
b. the Manufacturer/TCL SunPower shall not be liable for any indirect or consequential loss, including loss of profit, revenue, production, business opportunity or use, except to the extent such loss is reasonably foreseeable and recoverable under the Australian Consumer Law;
c. the Manufacturer/TCL SunPower shall not be liable for any loss or damage arising from installation, removal, reinstallation, system integration or performance of any third-party components, except to the extent such liability cannot be excluded under the Australian Consumer Law; and
d. the aggregate liability of the Manufacturer/TCL SunPower arising out of or in connection with the PV Modules or this Limited Warranty shall not exceed the purchase price paid for the affected PV Modules, except to the extent such limitation is not permitted under the Australian Consumer Law, including in relation to major failures or reasonably foreseeable loss.

5.4 Consumer Guarantees - Limitation (Section 64A)

To the extent permitted by section 64A of the Australian Consumer Law, the liability of the Manufacturer/TCL SunPower for a failure to comply with a consumer guarantee is limited, at the Manufacturer's option, to one or more of the following:

a. replacement of the PV Modules or the supply of equivalent PV Modules;
b. repair of the PV Modules;
c. payment of the cost of replacing the PV Modules or acquiring equivalent PV Modules; or
d. payment of the cost of having the PV Modules repaired.

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6. Applicable Law and Jurisdiction

This Limited Warranty is governed by and shall be construed in accordance with the laws of Victoria, Australia.

Disputes concerning this Limited Warranty may be submitted to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from those courts.

Nothing in this clause limits or restricts any rights a consumer may have under the Australian Consumer Law or other applicable laws, including rights to commence proceedings in any other court of competent jurisdiction.

For the purposes of this Limited Warranty, applicable law includes the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, and any applicable state or territory fair trading legislation.

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7. Contact Details

All claims and enquiries under this Limited Warranty or consumer guarantees should be directed to
techsupport.australia@sunpowerglobal.com
SunPower Corporation Australia Pty. Ltd., Suite 207/28 Riddell Parade, Elsternwick, Victoria, Australia 3185
Phone: 1800 786 769
https://www.sunpowerglobal.com/au

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