



PV MODULE TERMS AND CONDITIONS

INTRODUCTION

The terms and conditions below came into effect from 15 August 2023.

These Terms and Conditions will be published on the PV Module section of the Clean Energy Council (CEC) website and are subject to change with three months' notice. The Product manager will notify changes to these Terms, via notice on the website and email notification to Applicants.

Application requirements will be publicly available on the CEC website in the form of an application checklist. The Product Manager will notify changes to these requirements, via notice on the website and email notification to Applicants.

If an application is incomplete the CEC Product Manager may request additional information. If three consecutive incomplete applications are received from an Applicant, the CEC Product Manager may require a new application along with payment of a new application fee.

Definitions

For the purpose of this program, the following definitions apply:

- Applicant means the company or individual applying to the CEC to have products included on the CEC list of compliant PV modules. The applicant may be a manufacturer, subsidiary, importer/distributor or agent of any of these.
 - CEC means the Clean Energy Council. All references to the CEC Product Manager in this document include that person's designated representatives.
 - CEC financial member means any fully paid up current member of the Clean Energy Council.
 - Certificate means any certificate indicating compliance with a relevant Australian or International Standard. For the purposes of this program, the Certificate must be based on testing from a laboratory approved to operate under the IECEE CB Scheme with a Certificate issued by the associated National Certifying Body responsible for that laboratory.
 - Importer means a person or organisation that brings products into Australia from abroad.
 - Manufacturer means the holder of a certificate to IEC 61215 and IEC 61730.
 - Standard means any national or international Standard that has been declared by the CEC Product Manager to be an approved Standard for the purposes of complying with the CEC's Terms and Conditions for Listing PV modules.
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Certification

Clause number	Clause
1	<p>The Applicant shall provide Certificates verifying that the PV Modules complies with all applicable Standards, or applicable Standard clauses, as defined by the CEC, to which the application pertains.</p> <p>A. Only modules certified as Safety Class II per IEC 61730 Ed2 will be listed.</p> <p>B. The IEC 61730 certificate shall declare the modules as meeting Fire Safety requirements as required by AS/NZS 5033.</p> <p>C. Certificates shall be of a type that requires periodic factory inspections.</p>
2	<p>Certificates shall include all Addenda to these Standards that are required at the time the application is submitted. When a new Addendum is published, the transition period for applicability shall be 12 months from the date of publication, unless a longer period is advised by the CEC.</p>

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3	The CEC will check the certificate validity, product model numbers and certificate scope. The CEC Product Manager may reject any Application if application forms have omissions or are otherwise incomplete
4	PV Modules certified to a maximum system voltage of 1500V shall have a unique model number to distinguish them from modules rated to 1000V.
5	A given PV module model number shall not be on multiple certificates for the same Standard from the same certifying body.
6	A given PV model number shall not appear on multiple Certificates listed by the CEC.
7	Co-licensed modules shall have unique model numbers to distinguish between different main licenses
8	Where a manufacturer has multiple trademarks/brand names, each trademark/module combination should have a unique model number.
9	The Applicant shall inform CEC of any changes to its address or other contact details.
10	The Applicant shall make a new application via the CEC web portal when: A. A new or updated certificate is re-issued for the modules; B. A new product is to be listed; C. An existing listing requires modification; or D. Instructed to do so by the CEC Product Manager
11	Certificate updates due to change of name or addition of materials to the CDF may be accepted by the CEC and updated without a new application, and with no change to the expiry date.
12	Applicants shall disclose to the CEC the names and addresses of all factories covered by the certification, and no other factories are permitted to manufacture these products for the Australian market.
13	Any product manufactured outside the scope of the certification will be deemed unapproved. This includes panels labelled with the same model number as listed product, where this product has been developed for use in other markets.
14	The CEC reserves the right to conduct on-site factory audits for verification of quality Standards and procedures. If implemented, this will be covered by a Factory Audit Procedure.

Test reports

Clause number	Clause
15	The Applicant shall supply the CDF for the certificate at the time of application. The Applicant shall also supply the associated Test Reports if requested by the CEC.
16	PV Module specifications shall be within the scope of the Certificate and the Construction Data Form.
17	The PV modules shall be manufactured using only the material combinations shown on the CDF associated with the Certificate.
18	The shipping of PV modules that are manufactured using materials not listed on the CDF constitutes grounds for de-listing all modules on that certificate.

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- 19 Additions or changes to materials on the Construction Data Form shall be based on testing in accordance with IEC TS 62915. The test report shall be provided to CEC on request. Updated CDFs should be sent to the CEC as soon as practical.
- 20 Where a PV module is manufactured under a co-licence arrangement, if the test reports or CDF are for the original manufacturer's brand and model numbers, the applicant shall provide a document from the certifier to confirm the following:
- A. Equivalent model numbers between the co-licensed brand and the original manufacturer's brand;
 - B. The test reports supplied with the application are the same ones referred to by the certifier when preparing the certificate for the co-licensed devices.

Serial numbers

Clause number	Clause
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| 21 | The Applicant shall provide the PV module serial number format to the CEC. This information shall be sufficient to allow determination of the factory of manufacture and the month and year of production. Codes for every certified factory shall be provided. All serial numbers shall conform to this format. |
| 22 | Where the date and location of production cannot be identified with the serial number the date and location of production must be printed on the PV module label. |
| 23 | This information, with respect to serial numbers, permitted factories and labels may be provided to the Clean Energy Regulator, their partners in the Serial Number Validation Scheme and other government regulators. |

Power ratings

Clause number	Clause
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| 24 | Maximum power rating and tolerance of the PV module shall be displayed on the nameplate label and datasheet. The data on the nameplate label and the datasheet shall be in agreement. |
| 25 | PV Module power ratings of new modules must meet the maximum power rating claimed, taking account of declared binning and measurement tolerances as shown on the nameplate label and the datasheet. |
| 26 | The maximum power rating as measured by the CEC's approved test laboratory, with no additional tolerance applied, shall be equal or greater than the rating declared on the nameplate and datasheet. |
| 27 | In the event that the datasheet shows a lower tolerance than the nameplate label, the higher value for the minimum power shall be used for assessment purposes. $P_{max}(\text{Lab}) > P_{max}(\text{Nameplate} - \text{lower tolerance})$. |
| 28 | The uncertainty for the maximum power rating (P_{max}) at Standard Test Conditions shall be no more than $\pm 5\%$ for crystalline PV modules. |
| 29 | Binning tolerance shall be no more than $-5W$ from nominal. |

Documentation

Clause number	Clause
30	PV Modules shall only be sold or supplied under the Brand name and model number shown on the certificate.
31	Trade or Brand names and device ratings shown on the label and customer documentation shall match those supplied to the CEC at the time of approval. Only brand names owned by the certificate holder shall be used.
32	PV Module labels shall carry the full certificate holder name, model number, the mark of the appropriate certifying body and the version of IEC 61215 and IEC 61730 the modules are certified to. Multiple certifier marks for the same Standards are not permitted.
33	The Applicant shall supply the Specification Sheet, Installation Manual and Warranty Terms and Conditions, and any other customer documentation requested, at the time of the application.
34	The CEC will examine customer documentation (label, datasheet, installation manual and warranty) for potentially misleading information. The Applicant may be asked to provide evidence, or to amend documentation to clarify or ensure claims can be justified. Nothing in this condition shall impose any warranty or create any other liability on the part of the CEC with respect to any statement or claim made in the customer documentation provided by an Applicant or Certificate holder.
35	Customer documentation shall include full disclosure of country of manufacture.
36	The Installation Manual shall include the requirements for clamp mounting of panels. This shall include details such as the number of clamp mounting points required, the minimum size and width of clamps, and the acceptable range of locations for the clamps on the panel frame. If the panels are certified for different loads depending upon the number or position of clamping points, this should also be detailed.
37	Warranties shall be consistent with the requirements of Australian Consumer Law (ACL) and will include mandatory wording required by ACL.
38	The warranty document shall contain contact details for both the manufacturer and the importer for making warranty claims.
39	The CEC Corporate logo and the CEC Accredited Installer logo may not be used on any product or product documentation. CEC financial members may use the CEC member logo.
40	All PV Modules shall be shipped to customers with hard copy documentation or a link to manufacturer documentation.

Importer requirements

Clause number	Clause
2	Any PV module importer or local manufacturer shall be a legal entity holding an ABN and responsible for meeting manufacturer warranty obligations under Australian Consumer Law.

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43	<p>Applicants shall name all PV module importer(s) as part of the application.</p> <p>A. New or changed importers shall be notified promptly to the CEC.</p> <p>B. Changes to address or other contact details shall be notified promptly to the CEC.</p>
44	<p>All importers or local manufacturers shall keep records of the serial numbers of all modules supplied to the Australian market and this information shall be made available as required by the CEC and the Clean Energy Regulator.</p>
45	<p>If the CEC receives evidence of product failure where the safety of people or property is at risk, the manufacturer and importer shall work with relevant testing and electrical authorities, consumer authorities and the CEC in good faith to ensure a speedy resolution.</p>
46	<p>All importers shall provide to the CEC a signed declaration agreeing to these Terms and Conditions.</p>

Expiry

Clause number	Clause
47	<p>The expiry date of a CEC listing will be the same as the expiry date of the Certificate, or three years from the start date of the listing, whichever is sooner.</p>
48	<p>Continued listing is dependent on the certificate remaining valid. If a certificate is cancelled or reissued with a different number, the CEC approval will lapse, and the CEC Product Manager may delist the modules at any time.</p>
49	<p>If revisions to relevant Australian or international Standards affect the module compliance requirements, the CEC will reset the expiry date to align with the new compliance date outlined in the new or revised Standard. If no compliance date is given in the Standard, a date will be notified by the CEC.</p>
50	<p>The CEC Product Manager may re-set the listing expiry date for devices, to require compliance with legal requirements and/or Australian and international Standards.</p>
51	<p>The CEC will endeavour to inform the Applicant (via e-mail contact address as provided on the application form) of expiry for their listed products however it is the responsibility of the Applicant to ensure the certification of their products remains current.</p>
52	<p>When a CEC listing expires or is due to expire, if the manufacturer wishes those model(s) to continue on the CEC list, the manufacturer must submit a new application.</p>
53	<p>The CEC Product Manager may allow retrospective gap-free listings if, up to six weeks after expiry, manufacturers submit a new certificate in conjunction with a certifier's declaration, where both are from the same certifying agency as the expired certificate.</p>
54	<p>The CEC Product Manager may provide an extended approval of up to six months for the installation of obsolete module stock held in Australia, only if it was certified and CEC Approved at the time that production ceased, and meets current Standards. A company declaration shall be required specifying the date of ceasing production and that the module was certified up to that date.</p>

CEC testing and compliance program

Clause number	Clause
55	CEC will purchase selected devices from the Australian market and test them as per the “CEC Testing Procedure for Inverters and PCE”, which is available upon request. The objective of this testing is to confirm the safety and compliance of devices with the relevant product Standards and certification for that device, and the CEC Listing Terms and Conditions.
56	Manufacturers shall supply maximum power (Pmax), EL testing results and Bill of Materials for the modules selected, as identified by the module serial numbers. EL images will be used amongst other things to determine if modules have been subject to damage in transit.
57	CEC shall review the test results, certification and documentation and identify noncompliances. These shall be notified to the Applicant with proposed corrective actions.
58	The CEC shall record and investigate complaints (including internal complaints) received regarding PV modules or non-compliances. If breaches are verified, these shall be notified to the Applicant with required corrective actions.
59	CEC may communicate results of testing or compliance investigations to the Clean Energy Regulator, State Electrical Safety Regulators, or any other government bodies.

Suspension and de-listing

Clause number	Clause
60	<p>If the CEC testing and compliance program identifies non-conformances with the modules, documentation, certification or these Terms and Conditions:</p> <p>A. The CEC Product Manager may suspend or remove the listing of the modules until compliance can be verified.</p> <p>B. Suspension or removal shall apply to all model numbers listed for that manufacturer unless there is evidence to the contrary.</p> <p>C. The CEC Product Manager shall determine what corrective actions are required.</p> <p>D. A new application for listing shall not be processed until corrective actions have been completed to the satisfaction of the CEC Product Manager.</p>
	<p>The CEC Product Manager may suspend or remove a product listing where:</p> <p>A. The certificate number is found to be no longer valid;</p> <p>B. The listing has been made with false documentation;</p> <p>C. The CEC determines that there has been a breach of these Terms and Conditions;</p>
61	<p>D. The CEC is unable to obtain selected modules for testing, having made reasonable efforts to do so;</p> <p>E. A Recall Notice (voluntary or otherwise) has been issued by the Australian Competition and Consumer Commission (ACCC) or any State Electrical authority;</p> <p>F. A breach of Consumer Law has been identified by any Federal or State legal entities (for example, a failure to honor warranties);</p> <p>G. The CEC receives evidence of product failure where the safety of people or property is</p>

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at risk;

H. The CEC determines at its sole discretion that there is strong evidence that the products are outside the scope of the certification; and/or

I. The applicant or importer has not co-operated with the CEC, or provided the required information within a reasonable time, after the CEC has made reasonable attempts to request action or information using current contact information provided by that entity or readily available on the internet.

62	On de-listing of a product, the CEC Product Manager may inform the industry of the action via its normal communication channels.
63	The CEC will not be responsible for consequential losses of de-listed companies, provided the CEC has undertaken appropriate due diligence and acted in good faith in de-listing.
64	An appeals process for decisions made by the CEC Product Manager on PV module listing and de-listing is available via the Product Listing Review Panel (the Panel). The primary role of the Panel is to hear appeals against decisions by the CEC's Product Manager regarding listing or de-listing of products from the CEC approved product lists.
65	An Applicant may appeal against a decision by sending an email request to the Manager at products@cleanenergycouncil.org.au to refer the decision to the Product Listing Review Panel
66	Appeals must be lodged within five Victorian Business Days of the CEC informing the industry of the proposed de-listing.
67	The Applicant will be required to pay a fee to appeal the decision. The fee for an appeal will be set on a cost-recovery basis and will be determined by the Panel following its preliminary assessment of the appeal. The appeal fee covers the costs associated with engaging the Panel. Both parties will bear their own costs.
68	Outcomes of an appeal will be notified to industry and publicised on the Clean Energy Council website. A. Where an appeal is successful, the appellant may request for their name to be redacted.

Enhanced listing

Clause number	Clause
69	The CEC may provide Enhanced Listings for PV modules which meet a higher Standard of quality, reliability or for particular environments in accordance with appropriate procedures and checklists. Where granted, the manufacturer shall ensure that the material used for Australia conform to both the IEC 61215 and IEC 61730 Certificates as well as the Certificate and/or test reports for the enhanced Standard.
70	Application requirements for Enhanced Listings will be made available on the CEC website in the form of an application checklist.

Other

Clause number	Clause
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The CEC will not be held responsible for any losses incurred by any entity arising from the publication and or subsequent de-listing of equipment from the CEC Approved Product List.

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All applicants declare they are a fit and proper person for the purposes of listing/re-listing. This requirement will be met by the CEC being reasonably satisfied (at their sole discretion) that the applicant has truthfully provided either:

A. A declaration that they have not been subject to compliance or enforcement action in respect of either a regulatory breach or a breach of the Terms and Conditions in Australia in the previous three years; OR

B. Where an applicant has been subject to a compliance or enforcement action, full disclosure of the facts relating to the breach, evidence of the steps taken to remedy the previous breach and/or the internal audit and compliance processes implemented to prevent future breaches.
