

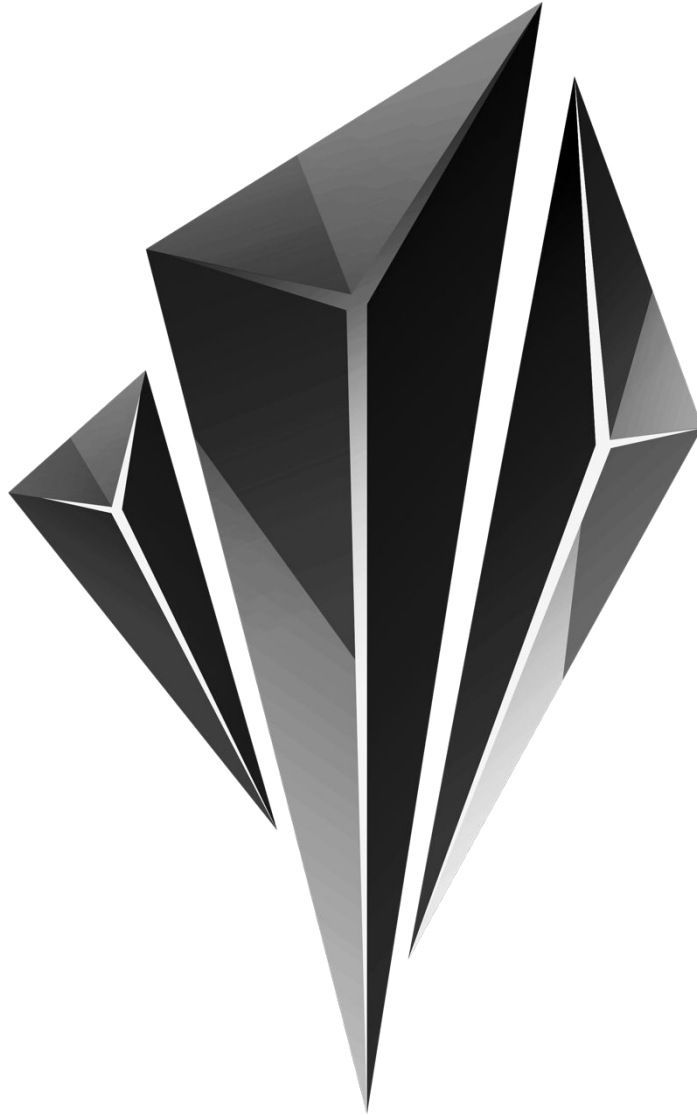


AUSGEM ENERGY
Designed for Australians

OBSIDIAN SERIES
N-Type Monocrystalline Modules

LIMITED WARRANTY

AUSTRALIA
Revision Date 21/01/2022



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This material may not be modified, reproduced or copied, in whole or in part, without the prior written permission of EEMU Pty Ltd T/A Ausgem Energy (hereinafter referred to shortly as Ausgem) stipulates general conditions, exceptions and limited scope in the following text, they provide limited warranty and linear limited power warranty for its N-Type modules.

Eemu Pty Ltd T/A Ausgem Energy (“Ausgem”) Standard PV Module Products (“Modules”) covered by this Limited Warranty for PV Modules (“Warranty”) are:

AG-OS108N-XXX

AG-OS120N-XXX

AG-OS144N-XXX

1. Limited Product Warranty

Ausgem can promise the quality without material or process defect within 30 years from the effective date of warranty. If there is any defect in the 30 years of the warranty period, depending on the circumstances, Ausgem will maintain or replace the product, or refund to the customer at the current market residual value. Maintenance, replacement or refunding is the only, exclusive remedial measures in the Limited Warranty. Any change in the appearance of PV modules (including scratch, stain, mechanical wear, rust, mildew) or other appearance variation happened after delivering to the customer are not covered in the range of warranty, excepting those which have brought effect to output power. For cataclastic PV modules, claim for compensation can be issued only under the condition of non-external factor. Limited Product Warranty is exclusive of specific power output, it will be regulated in the following terms 2.

2. Limited Power Warranty

- A. “Output Power” refers to the power of PV modules tested under the Standard Test Condition (STC): (1) spectrum at AM1.5; (2) light intensity: 1000W/m²; (3) cells temperature: 25°C. All PV modules pass the test at the terminal of junction box before delivery, both test conditions and methods meet IEC61215 standard. All measurement standards of Ausgem comply with the current international quality system standards.
- B. Output Power Warranty
“Nameplate Power” refers to the power value on nameplate. Within 30 Years from the effective date of warranty, Ausgem promises that power of single module will have the following performance: For the first 12 months, power of N-Type mono-crystalline modules will be not less than 99% of “nameplate power”. In the following subsequent year, the power degrading value will not exceed 0.4% of “nameplate power”. At the end of 30 years warranty, power value will not be less than 87.4% of “nameplate power”

| Every Sequent Year From Warranty Date | Power of Mono-Crystalline Modules |
|---------------------------------------|-----------------------------------|
| Year 1 | 99.00% |
| Year 2 | 98.60% |
| Year 3 | 98.20% |
| Year 4 | 97.80% |
| Year 5 | 97.40% |
| Year 6 | 97.00% |
| Year 7 | 96.60% |
| Year 8 | 96.20% |
| Year 9 | 95.80% |
| Year 10 | 95.40% |
| Year 11 | 95.00% |
| Year 12 | 94.60% |
| Year 13 | 94.20% |
| Year 14 | 93.80% |
| Year 15 | 93.40% |
| Year 16 | 93.00% |
| Year 17 | 92.60% |
| Year 18 | 92.20% |
| Year 19 | 91.80% |
| Year 20 | 91.40% |
| Year 21 | 91.00% |
| Year 22 | 90.60% |
| Year 23 | 90.20% |
| Year 24 | 89.80% |
| Year 25 | 89.40% |
| Year 26 | 89.00% |
| Year 27 | 88.60% |
| Year 28 | 88.20% |
| Year 29 | 87.80% |
| Year 30 | 87.40% |

C. Limited Remedial Measures

Within warranty period, if output power is lower than the standard listed in the table above when modules are tested by a third party testing organisation designated or approved by Ausgem, and it can also be approved that power loss is caused by unilateral reason of Ausgem, with the condition of written evidence provided by customer, Ausgem can choose one of the following remedial measures at the sole discretion.

1. Providing extra modules for the power loss compensation or refunding to the customer at current market value;

2. Repairing or replacing the defective modules free of charge and undertaking the freight

The remedial measures mentioned in this term are the only, exclusive one in the “Limited Power Warranty”

Defects caused by materials or process problems provide after-sales according to terms of “Limited Power Warranty”, “Limited Power Warranty” will not deal with the power loss caused by defects above.

3. Warranty Start Time

The validity period of warranty counts from the earlier of 90 (natural day) days after the arriving date, or from the starting date of installation.

4. Non-independent Warranty

The customer has the right to claim for the warranty terms above. If a case simultaneously met multiple warranty terms, and when Ausgem has provided any solution, it can be regarded that Ausgem has solved all applicable warranty claims for compensation.

5. Exceptional and Limited Terms

- A. At any condition, all claims for compensation should be submitted to Ausgem or the authorised distributor in written form within warranty period, relevant written evidence should also be provided. When an end customer issue a claim, if the distributor who purchased the batch of modules still have accounts payable under all the contracts which confirm by after-sales, Ausgem have the right to refuse to deal with the claim.
- B. “Limited Product Warranty” and “Limited Power Warranty” are not applicable in the following conditions:
 - a. Improper installation, usage, maintenance and/or modification which have not followed the installation manual of Ausgem
 - b. Installed on the mobile place, Marine environment, extremely hot weather or other abnormal conditions (acid rain, salt mist, chemicals, etc.) or extremely vary climate environment (corrosion, oxidation, etc.);
 - c. Power failure, surge voltage fluctuation, lightning, flood, fire, accidental damage and other factors;
 - d. Damage caused by improper storage;
 - e. Misuse, abuse, negligence or accident;
 - f. Altering or removing the type or serial number without the written authorisation of Ausgem which make it difficult to identify;

- g. Damage caused by an external auxiliary installation structure;
 - h. Other unlisted uncontrollable events.
- C. The limited warranty terms above only cover that shipping and transportation costs of repairing or replacement by Ausgem. Freight, customers clearance fee, installation, removing or reinstallation fee caused by returning modules to Ausgem or authorised agent or distributor will be undertaken by the end customer. Reasonable transportation fees caused by redelivery the maintained or replaced modules will be undertaken by Ausgem. However, this fee should be certified in a written document and approved by customer service department of Ausgem. Any responsibilities and expenses of customer without the written permission of Ausgem will not be undertaken by Ausgem.

6. Limited Warranty Scope

The limited warranty replaces and excludes all other explicit or implicit warranty terms, including but not limited to merchantability warranty. It's warranty for specific purpose, use of application which does not infringe upon the right of a third party, including but not limited to intellectual property and all other responsibilities or obligations that belong to Ausgem, unless confirmed by the CEO with signature. If it is not prohibited by local law or regulations, to any reason caused by products or related to them, including but not limited to modules or defects caused by use or application. Ausgem will not undertake any responsibilities or obligations for damage to any natural person or tangible property or damage in other aspects. For any incidental, consequential, indirect or special damages, regardless of the generation, or even Ausgem has been informed in advance of such damage, Ausgem is irresponsible under any circumstances. Therefore, the use loss, profit loss, production loss, incoming loss and other specific losses are not included in the warranty scope. If Ausgem undertakes the damage or other responsibilities, the accumulated compensation amount will not exceed the invoicing value of a single module paid by the customer.

7. Transfer of Warranty

The warranty is suitable for initial end user and when PV modules are still in the initial installation site, it can be transferred to the subsequent owner of the site or the subsequent holder of the product with the reasonable and legible certificate of inheriting or transfer.

8. Performance of Warranty

The end user should notify the local customer service center or authorised distributor of Ausgem in time to obtain the quality assurance services provided in this limited warranty. The customer should attach the warranty certificate with the notice, including but not limited to the problem description, the complete serial number of the corresponding module, and the photo of the defect parts, the test datum, the copy of the commercial invoice and the purchase date. Ausgem will provide the customer a certificate of authorisation to refund the modules for inspection, maintenance, or replacement. Ausgem will not accept any refund of modules without a certificate of authorisation.

After inspection, if it was judged as a non-warranty problem, Ausgem do not undertake any responsibility for the maintenance, replacement and compensation of modules. What's more, the customer should bear the transportation costs. In addition, the ownership of all replacement modules sent to the customer in advance are vested in Ausgem. The customer should return the modules or compensate to Ausgem.

9. Dispute

In case of any dispute occurred during the warranty claim, the final decision should be made by a third party testing institution designated or accepted by Ausgem. All expenses should be borne by the losing party unless there are other stipulations.

10.Others

Maintenance, replacement and other extra modules will not make a new warranty period or an extending of the original warranty period. The ownership of all replacement modules are vested in Ausgem. During the complaint period, if the model was not under production, Ausgem have the right to provide modules of other model (difference size, colour, shape of power).

11.Force Majeure

For any non-performance or delay of performing sales terms and conditions, terms and conditions of limited warranty which caused by the following reasons, Ausgem are not responsible for the end user or any third party. Reasons including but not limited to: fire, flood, snow disaster, typhoon, lightning, natural disasters, the change

of national policy, terrorist incidents, wars, riots, strikes, improper and insufficient labors or raw materials and all other uncontrollable events.

12.Change Of Consumer Protections In Australia

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. 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.

Remarks:

1. The installation and operation of PV modules requires professional skills, which only professionals are qualified. According to the terms of the warranty, claims are accepted only if the customer can provide evidence that the modules are under normal condition of application, installation, use and service, and conform to the regulations of the latest version of "Ground Crystalline Silicon Solar PV Modules Installation Manual"
2. Bifaciality (BiFi)
$$\text{BiFi} = P_{\text{maxrear(STC)}} / P_{\text{maxfront(STC)}}$$

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