

Limited Warranty for PV Module

Residential Rooftop Project Market in Australia & New Zealand only

Power Bay Pty Ltd(hereafter referred to as “ POWERBAY”) hereby provides the following Limited Product Warranty and Limited Power Warranty (hereafter collectively referred to as the “Limited Warranties”) set forth in this Limited Warranty for PV Module (hereafter referred to as this “Warranty”) for customers who install POWERBAY PV modules (hereafter referred to as the “Products”) in the residential rooftop project in Australia and New Zealand only.

1. Limited Warranty Start Date

The Limited Warranty start date is either 90 calendar days after delivery of the Products to the customer or the date of installation of the Products, whichever date is earlier (hereafter referred to as the “**Limited Warranty Start Date**”).

2. Limited Product Warranty

2.1 POWERBAY warrants the Products to be free from defects that impact the output power in materials and workmanship for a period of 25 years from the Limited Warranty Start Date (hereafter referred to as the “**Limited Product Warranty Period**”). If the Products do not meet this warranty during the Limited Product Warranty Period, the customer shall promptly notify POWERBAY in writing within 30 days from the date on which the customer identified or shall have identified any such circumstances. Upon receipt of the notification, POWERBAY will conduct a quality assessment and, depending on the results of the assessment, decide, at its sole discretion, to either repair, or replace the defective Products, or refund the customer with the residual value of the defective Products at the current market price. If the customer knew or should have known any such circumstance prior to installation but did not notify POWERBAY before installation to rectify, the customer shall be liable for any additional costs incurred in rectifying such defects after installation.

Any changes in appearance of the Products or normal wear (including but not limited to scratches, stains, mechanical wear, rust, mildew, optical degradation, color difference, change of EL images, etc.) are not covered by this Warranty, unless such changes cause a material impact on the output power of the Products as warranted under clause 3 hereof. This Warranty shall apply to glass breakage of the Products only if the customer proves the breakage was solely attributable to POWERBAY.

2.2 The Limit Product Warranty described in Clause 2.1 is only applicable to the following Product models:

PB-DH96NE-***, PB-DH96NE.A-***, PB-DH108NE.A-***; PB-DH132NE-***, PB-DH132NC-***

Specific Model Names:

PB-DH96NE-440	PB-DH96NE.A-440	PB-DH108NE.A-500	PB-DH132NE-615	PB-DH132NC-705
PB-DH96NE-450	PB-DH96NE.A-445	PB-DH108NE.A-505	PB-DH132NE-620	PB-DH132NC-710
PB-DH96NE-460	PB-DH96NE.A-450	PB-DH108NE.A-510	PB-DH132NE-625	PB-DH132NC-715
	PB-DH96NE.A-455	PB-DH108NE.A-515	PB-DH132NE-630	PB-DH132NC-720
	PB-DH96NE.A-460			

3. Limited Power Warranty

3.1 Maximum output power warranty

POWERBAY warrants from the Limited Warranty Start Date to the Limited Warranty End Date (hereafter referred to as the “**Limited Power Warranty Period**”) the following power performance of the Products (in any case, this Limited Power Warranty only applies to power of the front side of the Products):

- 1) For N-Type Monocrystalline Dual Glass Module: for a period of 30 years from the commencement of the Limited Power Warranty Period, during the first 12 months of the Limited Power Warranty Period, the actual power output will be not less than 99.00% of the lower limit of the nominal power. In each subsequent 12-month period, the power degradation rate will not exceed 0.40% of the lower limit of the nominal power, and the actual output power at the end of the Limited Power Warranty Period will be not less than 87.40% of the lower limit of the nominal power.

The power performance described in this clause is only applicable to the following types of the Products:

PB-DH96NE-***, PB-DH96NE.A-***, PB-DH108NE.A-***; PB-DH132NE-***, PB-DH132NC-***,

Specific Model Names:

PB-DH96NE-440	PB-DH96NE.A-440	PB-DH108NE.A-500	PB-DH132NE-615	PB-DH132NC-705
PB-DH96NE-450	PB-DH96NE.A-445	PB-DH108NE.A-505	PB-DH132NE-620	PB-DH132NC-710
PB-DH96NE-460	PB-DH96NE.A-450	PB-DH108NE.A-510	PB-DH132NE-625	PB-DH132NC-715
	PB-DH96NE.A-455	PB-DH108NE.A-515	PB-DH132NE-630	PB-DH132NC-720
	PB-DH96NE.A-460			

2) Clarification

The actual power output shall be measured under the Standard Testing Conditions only (irradiance of 1000W/m², light spectrum of AM1.5, and cell temperature of 25°C). The uncertainty of the measurement and testing equipment as well as the system shall be taken into account in any measurement of the

actual power output.

3.2 Limited Remedy

During the Limited Power Warranty Period, if the output power of the Products is lower than the above-mentioned criteria in any testing carried out by a third-party testing institution as designated or approved by POWERBAY, and it is proved that the power loss is solely attributable to POWERBAY, then after the customer provides the relevant written evidence, POWERBAY will based on the actual situation, choose at its sole discretion one of the following remedies:

- 1) Repair or replace the defective Products free of charge, and bear the shipping costs incurred (except for air freight). Costs incurred for dismantling, packaging and installation of the defective Products, as well as insurance, airfreight, customs clearance, tariffs, and other costs not attributable to POWERBAY shall be exclusively borne by the customer, unless otherwise agreed in writing;
- 2) Provide additional Products to compensate for the power loss; or
- 3) Refund to the customer the cost of the defective Products at the current market price.

The remedies provided in this clause 3.2 are the sole and exclusive remedies under the Limited Power Warranty. Defects in material or workmanship will be dealt with according to the terms of the "Limited Product Warranty", and the customer will not be eligible to request POWERBAY to handle or remedy the power loss caused by the above mentioned defects in accordance with the "Limited Power Warranty".

4. No Multiple Warranties

The customer has the right to make a claim based on the above warranty terms. However, in the event of multiple warranty issues arising from a single warranty event, or a single warranty event involving multiple warranty terms at the same time, once POWERBAY remedies this warranty event in accordance with this Warranty, POWERBAY shall be deemed to have fully fulfilled all warranty and indemnity obligations in respect of such warranty event, and the customer shall not make any other warranty or indemnity claim against POWERBAY in respect of the same warranty event.

5. Liability Exclusions and Limitations

5.1 In any event, any and all warranty claims in order to be valid shall be submitted by the customer in writing to POWERBAY or its authorized distributor within the relevant warranty period as provided in this Warranty, accompanied with relevant written evidence thereof. In the case of end-customer complaints, if after-sales enquiry confirms that the distributor who purchased such batch of the Products has still outstanding payments to POWERBAY under any of the supply contracts, POWERBAY has the right to refuse to process the claim. If any damages are incurred by POWERBAY as a result, the distributor shall be liable to compensate POWERBAY all such damages.

5.2 The "Limited Product Warranty" and "Limited Power Warranty" under this Warranty do not apply to the Products in the following cases:

- 1) Products subject to improper operations not in compliance with the requirements of POWERBAY's user

manual, including but not limited to product disassembly/packaging, loading/unloading, transportation, storage, installation, use, operation, refit or maintenance of the Products;

- 2) Products subject to exposure to any of the following conditions: extreme heat or other extreme environmental conditions (Such as in strong humid heat, strong rain and snow, freezing and other extreme adverse climatic conditions) or rapid changes in the environmental conditions, corrosion, oxidation, unauthorized modification or connection, unauthorized opening, repairs with unauthorized spare parts, accidents, natural forces (including but not limited to lightning strikes, earthquakes), influence from chemical products, or other acts beyond POWERBAY's reasonable control (including but not limited to fire, flood, snowstorm, hail, strong wind, thunder, natural disasters, mudslides, ground collapses, national policy changes, terrorist acts, war, riot, strike, unavailability of suitable and sufficient labour force or raw materials and all other events directly or indirectly beyond the control of POWERBAY.);
- 3) Products subject to service by technicians who are considered to be unqualified according to the relevant laws and regulations of the place of installation;
- 4) Products of which the type, nameplate or serial number are changed, erased or made illegible without the written authorization of POWERBAY;
- 5) Products which are damaged or malfunction due to misuse, abuse, negligence, deliberate destruction or accident by the customer;
- 6) Products which are damaged due to any external auxiliary mounting structure, such as installation of nonstandard, mismatched, inferior or substandard fittings (including but not limited to pressure blocks, bolts);
- 7) Products installed on buildings with defects;
- 8) Products exposed to system voltage over the maximum limit or power surge;
- 9) Products installed on mobile equipment (except for photovoltaic tracking systems as prior approved by POWERBAY in writing), such as vehicles, ships or offshore facilities (except for floating systems or fishery-photovoltaic piling projects as prior approved by POWERBAY in writing);
- 10) Products installed in any area where the average of the highest daily temperatures in any single month is $\geq 40^{\circ}\text{C}$ or the average humidity in any single month is $\geq 85\%$;
- 11) Products installed in any area which is ≤ 500 meters from the sea water, or in the desert area;
- 12) Products installed in any area with an altitude greater than 2000 meters;
- 13) Products installed in any area effected by acid rain or chemical pollution, and Products contact sediment, iron dust, oil, etc.;
- 14) Products provided directly or indirectly by the customer for any sanctioned or restricted country or region (including but not limited to Iran, North Korea, Cuba, Syria and Crimea) through exports, re-exports, transfers, transshipping or any other manner;

- 15) Products provided directly or indirectly by the customer for any persons or entities subject to any sanction in any country or region through exports, re-exports, transfers or any other manner;
 - 16) Products used by the customer directly or indirectly through exports, re-exports, transfers or any other manner for end-uses related to military, nuclear technology or weapons of mass destruction, war, regional conflicts, terrorism or the like, or any other end-uses prohibited by applicable economic sanctions and export control laws and regulations; and
 - 17) Other uncontrollable events not otherwise specified.
- 5.3 The Limited Warranties provided under this Warranty only cover transportation costs of the Products repaired or replaced by POWERBAY (excluding air freight). Any costs incurred in returning the Products to POWERBAY or its authorized distributor without the written permission from POWERBAY, customs clearance fees for transportation of the repair or replacement Products, and any costs incurred in installing, removing or reinstalling the Products are the responsibility of the customer. Any liability and costs incurred by the customer without the written permission of POWERBAY shall not be borne by POWERBAY.

6. Limited Warranty Coverage

The remedies provided in this Warranty are the only and exclusive remedies available to the customer for the Products that do not conform to the Limited Warranties. This Warranty replaces and excludes all other express or implied warranties, regardless of any other provision of this Warranty to the contrary. Except for the warranties and remedies expressly stated in this Warranty, POWERBAY disclaims all other warranties and assurances, express or implied, including but not limited to the warranty of merchantability, the warranty of fitness for a particular purpose, usage or application. Unless prohibited by local laws or regulations, POWERBAY shall not be responsible or liable for any personal injuries or property losses, and any other damages caused by or related to the Products, including but not limited to any defect of the Products themselves or defect arising from the use or installation of the Products. Under these Limited Warranties hereunder, POWERBAY shall be excluded from all liabilities for any special, incidental or consequential damages (including but not limited to loss of profits, business interruption risk, loss of power generation, loss of reputation, delays damages, loss of interest, loss caused by the decrease in the guarantee amount provided by a guarantee company, loss of capital cost or customer claim loss), whether or not the claims are based on contract, warranty, negligence or strict liability. To the maximum extent permitted by applicable law, in the event that POWERBAY is liable to the customer for damages or otherwise, the cumulative amount of any and all such its claims shall not exceed the total amount paid by the customer and received by POWERBAY for the defective Products.

7. Warranty Claim Procedure

The customer is required to notify POWERBAY's local Customer Service Centre or authorized distributor of any claim event under this Warranty in order to obtain the warranty services provided under this Warranty. The customer's notice shall be in written form and submitted within 30 days from the date on which the

customer becomes or shall have become aware of the claim, and shall, among others, including a description of the defect, the complete serial number of the Products, a photo of the defect, test data, a copy of the commercial invoice, and the date of purchase. If the Products need to be returned for testing, repair or replacement, POWERBAY will provide a Return Authorization Letter to the customer. POWERBAY will not accept any Products without the Return Authorization Letter.

If, after inspection by POWERBAY, the returned Products are found not to fall within the scope of the Limited Warranties hereunder, POWERBAY will not be responsible for the repair, replacement and compensation of the Products, and the customer will bear the transportation cost. In addition, any replacement Products that are pre-delivered to the customer shall be owned by POWERBAY, and the customer shall either return such Products or pay the price of such Products.

8. Warranty Assignment

The rights, interests and obligations of the customer (for the sole purpose of this clause 8, hereinafter referred to as the “Original Beneficiary”) under this Warranty may be transferred to the new owner (hereinafter referred to as the “Assignee”), provided that (i) the Products remain intact at the initial installation site and have not been moved or dismantled, (ii) POWERBAY has received the full payment for such Products, and (iii) POWERBAY has received the formal written confirmation of the Assignee, accepting to be bound by all the terms of this Warranty. The assignment shall be in whole and not in part. In respect of the warranty rights which have been addressed by POWERBAY or which have been granted to the Original Beneficiary prior to the assignment of this Warranty, POWERBAY shall not be liable to the Assignee for duplicated warranty obligations for failures of the Products to meet the requirements of the Limited Warranties due to similar fundamental causes. That is, the warranty rights of the Assignee shall not include the rights and benefits already enjoyed by the Original Beneficiary.

9. Dispute Resolution

Any disputes relating to this Warranty, including but not limited to disputes relating to the survival, validity, breach or termination of this Warranty, shall be resolved in accordance with the governing law and dispute resolution procedures agreed in the contract between the customer and POWERBAY.

10. Severability

If a provision or part of this Warranty is held to be invalid, unenforceable or illegal, this shall not affect the validity of the application of any other part or provision of this Warranty.

11. Other

In the event that POWERBAY repairs or replaces defective Products, the warranty period of the corresponding Products will not be deferred or extended. The warranty period for the replacement or repaired Products shall be the remaining warranty period of the original Products. Any replaced Products is owned by POWERBAY. If POWERBAY does not produce the same type of Products during the warranty period any more, POWERBAY has the right to provide other types of the Products of the original or new

brand (different sizes, colors, shapes or powers).

12. Special Area Statement (only applicable to Australia and New Zealand)

If you have purchased this Product in Australia or New Zealand, 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 Australian Consumer Law or New Zealand 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.

When a batch of Products you purchased in Australia or New Zealand are found to present a safety risk or does not comply with a mandatory standard or ban and is required to be recalled, product recall will be conducted in accordance with the ACCC Product Safety Recall Guidelines.

(available at <https://www.accc.gov.au/about-us/news/media-updates/accc-publishes-new-product-safety-recall-guidelines>).

13. Warranty Claim Contact

For all warranty issues please contact POWERBAY:

Manufacturer & Importer: Power Bay Pty Ltd

Brisbane Head Office Address

90 Southlink Street Parkinson QLD 4115 Australia

Melbourne Office Address

5/41 Rose Street Richmond VIC 3121 Australia

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