

WARRANTY

Tilesun Australia Pty Ltd. Limited Warranty for PV –modules

1. Limited Product Warranty

Tilesun Australia Pty Ltd. Floor 23, Suite 23.05, 100 Barangaroo Avenue Sydney, NSW, 2000 Australia hereby warrants its photovoltaic modules ("PV-modules"), including DC connector cable assemblies, if any, to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the module does not comply with the above quality assurance, from warranty start date (warranty period will be from the date of the following two earlier date: to direct the buyer to deliver modules, or starting from the modules manufacturing the 180th day) within 10 years, Tilesun Australia Pty Ltd. in accordance with article 3 of this warranty "Exclusions and Limitations" will unilaterally decide to repair or replace the product, or in the sales contract signed by the module market price refund to the customer (not including end users). Repair, replacement or refund shall be the sole and exclusive remedy provided under the limited product warranty and shall not exceed the period of ten years set forth herein.

The rights under this warranty can only be recognized and enforced if the customer can provide proof that the nonconforming product is only due to a defect in the material or manufacturing process. For the purpose of clarification, any appearance changes resulting from the delivery of the product to the customer that do not result in a performance degradation defect to a certain extent shall not be considered a defect under this agreement.

2. Limited Peak Power Warranty"-Limited Remedy

A) definition of "PEAK POWER AT STC"

The term "standard test conditions" means:

- (a) an irradiation of 1000 W per m^2 (b) light spectrum of AM 1.5, (c) a cell temperature of 25 degrees centigrade at right angle irradiation.

The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals-as applicable-per calibration and testing standards of Tilesun Australia Pty Ltd valid at the date of manufacture of the PV-modules. The calibration standards of Tilesun Australia Pty Ltd shall be in accordance with the standards approved by international institutions for this purpose at that time.

B) Limited peak power warranty

Tilesun Australia Pty Ltd guarantee for its modules: warranty from the date of the first year, any photovoltaic modules of Tilesun Australia Pty Ltd in the installation manual specify the normal

TILESUN AUSTRALIA PTY LTD

application, use, installation and service conditions, shows the output of the power of less than 97.5% of the standard under the condition of peak power, starting from the date of the quality assurance to 25 years of the second year, the output power will fall each year shall not exceed the standard peak power under the condition of 0.7%. Therefore, at the end of the 25-year period, at least 80.7% of the peak power under standard conditions can be achieved.

C) Limited Remedy

If approved by Tilesun Australia Pty Ltd of the third party test institutions in the standard test under the condition of output power within a specified time to reach that level, confirmed by the Tilesun Australia Pty Ltd (by its sole and absolute discretion) is caused by material or process defect, Tilesun Australia Pty Ltd will be by offering customers additional photovoltaic modules to make up for this kind of power loss, or according to accept Tilesun Australia Pty Ltd decided to replace the defective pv modules, or by pv modules was signed with the customer sales price calculation, returned to the corresponding percentage of the module prices.

Under any circumstances, any one party is wrong of the other party or its affiliates, managers, directors, employees, shareholders, agent for or on behalf of, because of this agreement or of any product for any special, incidental, indirect, punitive or consequential damages, costs or expenses (including but not limited to, loss of profit, loss of revenue, loss of business or savings losses) is responsible for, even if the parties have been told to the possibility of the losses, costs or expenses. The cumulative liability of Tilesun Australia Pty Ltd, if any, for damage or otherwise shall not exceed the invoice value paid by the customer for the nonconforming product.

3. Exclusions and Limitations

(1) The “Limited Product Warranties” and the “Limited Peak Power Warranties” do not apply to any MODULES which have been subjected to:

- ◆ Misuse, abuse, neglect or accident;
- ◆ Improper transportation, storage or operation;
- ◆ Alteration, improper installation or application;
- ◆ Non-observance of Tilesun Australia Pty Ltd’s installation and maintenance instructions;
- ◆ Repair or modifications by someone other than an approved service technician of Tilesun Australia Pty Ltd;
- ◆ Installed in mobile sites or in Marine environments;
- ◆ Power failure surges, lightning, flood, fire, accidental breakage or other events outside Tilesun Australia Pty Ltd’ s control
- ◆ The module model or serial number has been altered, removed or is unrecognizable.

(2) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(3) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any costs associated with installation, removal or costs associated with reinstallation (except as expressly provided in the last paragraph of Item 4) and customs clearance or any other costs for return of the MODULES.

4. Product recalls

When a batch of modules is 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

5. Obtaining Warranty Performance

If the customer can make a legitimate warranty request according to the warranty content, then the customer must immediately provide the effective complaint information to Tilesun Australia Pty Ltd, and it should include the following information:

- (a) the name and address of the end customer and the installer;
- (b) the address to install the corresponding pv module, if different from that of the end customer;
- (c) an agent selling photovoltaic module products;
- (d) copy of the purchase agreement;
- (e) an invoice indicating the date of purchase, the purchase price and the type of module;
- (f) photos affecting the number and serial number of pv modules;
- (g) description of the alleged defect.

In the case of defects in materials and manufacturing processes, photographs of the limited defect areas are required to show the defect status.

For low output power conditions: provide information on photovoltaic generators, inverters, circuits (see installer's documentation) and local shading conditions (attached picture if possible)

- (h) result of the assurance requested

The report of the warranty case shall be sent to one of the customer service or contact addresses of Tilesun Australia Pty Ltd.

If the module need to accept Tilesun Australia Pty Ltd for testing, repair or replacement, please the Tilesun Australia Pty Ltd products to customers return authorization, on the premise of no product return authorization, Tilesun Australia Pty Ltd will not accept return modules, Tilesun Australia Pty

TILESUN AUSTRALIA PTY LTD

Ltd customer service department approval, with "limited warranty" and "limited peak power warranty" reasonable, normal and documented the modules of the transportation cost (including the cost of the return and repair replacement modules again shipping cost) will increase by Tilesun Australia Pty Ltd to the customer to compensate.

5. Severability

If any part or clause of this warranty is held to be invalid, invalid or unenforceable, or if the application of such part or clause to certain persons or circumstances is held to be invalid, invalid or unenforceable, such circumstance shall not affect any other part or clause of this warranty

If there is any discrepancy in the warranty claim, TUV Rheinland and INTERTEK will be used for the validity of this warranty. In such case, other parts or terms of this warranty or the applicability of this warranty shall be deemed to be independent and valid.

6. Technical disputes shall be the final judgment. All commissions and charges for the settlement of disputes shall be borne by the responsible party unless otherwise decided.

7. Alteration

The repair, replacement or provision of additional module does not renew the warranty period, nor shall the original term of this "limited warranty for photovoltaic modules" be extended. Any module replaced shall be the property of Tilesun Australia Pty Ltd and shall be at its sole disposal. If Tilesun Australia Pty Ltd has stopped producing modules of the same model as the module in question at the time of claim, Tilesun Australia Pty Ltd can provide module models of similar models of other versions, whether new brand or original brand.

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. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable 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.

9. Force Majeure

Tilesun Australia Pty Ltd shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranties for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such Tilesun Australia Pty Ltd. In such cases, performance by Tilesun

TILESUN AUSTRALIA PTY LTD

Australia Pty Ltd of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

Tilesun Australia Pty Ltd

Add: Floor 23,Suite23.05,100BarangarooAvenue Sydney,NSW,2000 Australia.

Tel: 61280981088

E-mail:zy@upssun.com