# LIMITED WARRANTY

## FOR RISEN ENERGY (AUSTRALIA) PTY LTD
## CRYSTALLINE PV MODULE

**Extended Warranty for Residential Australia use only**
**Revision: A/0[2022]**

The warranties described in this limited warranty (such warranties being referred to collectively as this "Warranty") cover SPV MODULES manufactured by Risen Energy Co., Ltd ("Risen") as:

1) RSM40-8-xxxMB (xxx= module power)
2) RSM40-8-xxxM with black frame (xxx= module power)
3) RSM130-8-xxxMB (xxx= module power)
4) RSM130-8-xxxM with black frame (xxx= module power)

This Limited Warranty is valid from February 1st 2022 and shall remain valid until superseded from time to time by a successive limited warranty.

This Limited Warranty applies to the SPV MODULES which are first installed after February 1st 2022.

For the avoidance of doubt, all SPV MODULES supplied by Risen during the tenure of this Limited Warranty shall have the terms of this Limited Warranty applied during the SPV MODULE warranty periods as described herein.

Risen warrants to the Purchaser ("Purchaser") of any above-referenced SPV MODULE that, when shipped in its original container to its destination of installation, the SPV MODULE will be free from defective workmanship and materials under normal application, installation, use and service conditions, and at its option, Risen will either repair the defect or replace the defective SPV MODULE or part thereof with a new or remanufactured equivalent at no charge to Purchaser for parts or labor for the period(s) set forth herein.

This Warranty is in addition to whatever implied warranties may be granted to Purchaser by law; please see clause 5 following for additional details. All implied warranties including the warranties of merchantability and fitness for a particular purpose are limited to the period(s) set forth herein, which commence on the Warranty Start Date. No other offer of warranty, either expressly stated or implied, by any person or entity, will supersede the conditions of this Warranty.

## 1. General Exclusion

This Warranty shall be sole and exclusive warranties granted by Risen and shall be the sole and exclusive remedy available to Purchaser. This exclusion applies to the extent permissible by law. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Risen to Purchaser or other end user with respect to the SPV MODULE and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall Risen be liable, or in any way responsible, for any damages or defects in the SPV MODULE that are caused by repairs or attempted repairs performed by anyone other than Risen or its employees or contractors or other service providers authorized by Risen. Risen shall not be liable or in any way responsible for any incidental or consequential loss. Risen's aggregate liability in damages or otherwise shall not exceed the invoice amount paid by Purchaser for the applicable SPV MODULE(s).

## 2. Warranty

### 2.1. 25 Years Limited Product Warranty

The warranty period for material defects and workmanship is 25 years and only be valid when they are first installed on the residential rooftops from the Warranty Start Date, and during such warranty period, the SPV MODULES(s):

- Will be free from material defects in design, materials and workmanship that impair the performance and have a significantly negative effect on the power output of the Module ("Limited Product Warranty");
- Will conform to the specifications and the drawings applicable thereto.

Any deterioration in appearance of the SPV MODULE(s), including any normal wear and tear, scratches, stains, mechanical wear, rust, mold, optical deterioration, that occur after delivery to Purchaser shall not qualify as a defect hereunder, if and to the extent such deterioration does not result in a material impairment of the functioning of the SPV MODULE(s). Glass breakage shall constitute a claim under this Warranty only to the extent that there is no external cause of the breakage.

### 2.2. 25 Years Limited Power Warranty

The warranty period with respect to minimum power output continues for a total of 25 years from the Warranty Start Date.

At the end of the first year, minimum power will be not less than 98% for P-type Monocrystalline Solar PV Modules of the minimum rated power output as specified in Risen's Product Specification, provided that such loss in power is determined to be due to defects in material or workmanship, and at the end of each year after the first year, the power output will not have reduced by more than 0.55% per year of the original rated power output specified in Risen´s Product Specification, provided that such loss in power is determined to be due to defects in material or workmanship.

## 3. Additional Item(s) Excluded from Warranty Coverage

This Warranty does not apply in the event that:

a) Purchaser has failed to pay the due purchase price to Risen or Risen's subsidiary if such subsidiary performed the sale to the Purchaser.

In the event that a customer has purchased the SPV MODULE directly ("Direct Customer") from Risen or a Risen subsidiary, the Direct Customer shall not be entitled to withhold the due purchase price or part thereof, as such withholding shall render the warranty inoperable until the purchase price is paid. In the event that a Direct Customer chooses to initiate a claim under the terms of the warranty and the due purchase price is not complete Risen shall inform the Purchaser of the details of the uninitiated claim whereafter the Purchaser can choose to resolve the unpaid due purchase price and re-instate the warranty to operational status;

b) Purchaser's failure to provide proof of purchase or product information;

c) If the SPV MODULE is improperly installed, or is abused or misused;

d) If the type or serial number of the SPV MODULE has been altered, removed or made illegible;

e) If the SPV MODULE is installed in a mobile (excluding a photovoltaic tracking system) or marine environment (excluding marine modules) or is subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);

f) If the components of the construction on which the SPV MODULE is mounted are defective, causing external corrosion, mold discoloration or the like to occur;

g) If the defects are caused by the SPV MODULE being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, modifications or connections not authorized by Risen, opening or repair not authorized by Risen, accident, force of nature (such as lightning strike), contamination by a chemical product, or other acts beyond Risen's reasonable control (including but not limited to damage by fire, flood, and the like);

h) To death of or injury to persons resulting from any cause other than the negligence or willful misconduct of Risen or its employees or contractors or other agents or representatives;

i) To incidental, consequential or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expenses payable to a third party.

## 4. Various

Neither the repair or replacement of the SPV MODULES, nor the supply of additional SPV MODULES, shall cause the amendment of the original Warranty Start Date, and the original periods of this Warranty shall not be extended thereby. Any replaced SPV MODULES shall become the property of Risen for their disposal. If Risen discontinues the type of SPV MODULE covered by this Warranty, Risen has the right to deliver another type of SPV MODULE (different in size, color, shape and/or power) of equivalent or greater power, as appropriate.

## 5. Australian Consumer Law Statement

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.

## 6. Force Majeure

Risen shall not be responsible or liable in any way to Purchaser for any non-performance or delay in performance under this Warranty due to acts God, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including but not limited to any technological or physical event or condition that is not reasonably known or understood at the time of the sale of the SPV MODULE(s) or the claim.

## 7. Severability

If any provision of this Warranty or the application thereof to any person or circumstance is held illegal, invalid or otherwise unenforceable, such holding shall not affect any of the other provisions of this Warranty, and to that end, such other provisions of this Warranty shall be treated as severable.

## 8. Transferability

This Warranty shall be transferable by Purchaser to a new legal owner of the SPV MODULE, provided that:

a) Such new owner also takes possession of the original proof of purchase;

b) The modules remain in their original installation location;

c) None of the provisions this Warranty shall have been breached by Purchaser prior to such transfer of ownership.

For the avoidance of doubt, the transfer of this Warranty does not amend the original Warranty Start Date or the applicable periods specified herein.

## 9. Applicable Law & Dispute

The validity, construction and interpretation of this Warranty and the enforcement of the rights and duties of Purchaser and Risen hereunder shall be governed by the laws of the country of the original installation location of the SPV MODULES (excluding such country's conflicts of law rules) and to the exclusion of the United Nations Convention on the International Sale of Goods dated 11th April 1980 (CISG) and any other uniform law.

All disputes arising out of, or in connection with, this Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the SPV MODULE(s).

## 10. Warranty Start Date

The Warranty Start Date shall be the day after the completion of the first installation of the Products or 60 days after the delivery (as per Incoterms 2020) of the products to the first buyer, whichever date is earlier.

## 11. Claims Procedure

In the event that Purchaser determines that a claim can be made under this Warranty, Purchaser shall immediately deliver written notification thereof to Risen at the address shown below, specifying each alleged claim (including evidence thereof), the original Purchaser's proof of purchase, and the corresponding serial number(s) of the affected SPV MODULE(s). In the preceding sentence, the term "immediately" means within 2 months of identifying the defect or other problem that Purchaser believes underlies each claim being made under this Warranty.

Purchaser's return of any SPV MODULE(s) will not be accepted unless prior written authorization shall have been given by Risen, and upon such authorization to return SPV MODULE(s), Purchaser must arrange secure packaging that is sufficient to ensure that there is no change in the state of the SPV MODULE(s) during return shipment and shall insure such SPV MODULE(s) for the benefit of Risen. Risen will be responsible for any return shipment transportation charges,

customs clearance and other costs of returning SPV MODULE(s) and for the costs of reshipment of any repaired or replacement SPV MODULE(s) but will not be responsible for the costs related to removal or installation or reinstallation of SPV MODULE(s).

In the event of a dispute between Purchaser and Risen that arises out of the technical evaluation of the validity of any Warranty claim, a first-class international test-institute (such as TUV Rheinland in Cologne, Germany, or Arizona State University in the state of Arizona, United States of America, or other organization or institution of comparable competence and international standing) shall be engaged to determine the validity of such claim, and such determination by such test-institute shall be final, conclusive and binding on both parties. The party whose position on the validity or non-validity of any claim is counter to the determination of such test-institute shall bear the cost of such technical evaluation and determination by such test-institute.

**12. 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 (available at http://www.productsafety.gov.au/publication/consumer-safety-recall-guidelines).

It is Risen's belief that Purchaser will have trouble-free use and enjoy ongoing viability of operation by deploying Risen's SPV MODULES. This Warranty provides confirmation of the remedial rights and offers additional comfort. If Purchaser seeks additional information on the applicability of this Warranty, please contact Purchaser's Risen representative.

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