ClearVue Limited Warranty (Double glass module)

Limited Warranty (Double glass module)

ClearVue Technologies Limited. (hereinafter referred to as "ClearVue") undertakes to provide the following quality and performance guarantees for its solar photovoltaic cell double glass class A module (hereinafter referred to as "Module").

For individual consumer sales, 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

Warranty start date: From the date of sale (Module shall be installed directly for the customer, and will not be sold separately), or six months from the date when module leaves the production plant of ClearVue, whichever is applicable, the earliest date shall be adopted

1. Limited product quality warranty

ClearVue guarantees that its modules can meet the requirements of routine application, use and installation within 12 years after the start date of the warranty, without defects caused by materials and processes. If the modules fail or cannot operate due to defects in materials and processes within the corresponding warranty period after the warranty start date, the remedial measures provided by ClearVue shall be limited to repair or replacement of the components with problems after verification and confirmation by the independent third-party testing agency determined in advance by ClearVue and the customer. The remedial measures for repair or replacement are the only and exclusive measures provided by this "Limited product quality warranty". This "Limited product quality warranty" does not cover the power output warranty of the components, which will be specifically described in the second part "Limited peak power guarantee" below.

2. Limited peak power guarantee

ClearVue provides a guarantee of power output loss of double glass modules within 30 years from the start date of warranty.

- (1) The measurement of delivered module power shall be carried out under standard test conditions, which means;
 - (a) Spectral amplitude modulation AM1.5;
 - (b) 1000W / m2 irradiation;
 - (c) Irradiate at the right angle, and the cell temperature is 25°C.





Module measurement shall be carried out in accordance with IEC61215 (equivalent to GB/T 9535). The test shall be conducted at the terminal of junction box, and the calibration and test standards of ClearVue shall be valid on the manufacturing day of photovoltaic module. The calibration standards of ClearVue are consistent with those approved by international organizations.

- (2) The buyer must ensure proper handling, system design, installation, use, environment and maintenance of the product.
- (3) Peak power guarantee

Conventional single crystal module: the attenuation is within 3% in the first year from the warranty start date, and within 0.5% every year thereafter. The power output efficiency in the 30th year from the warranty start date is not less than 82.5%.

PERC single crystal module: the attenuation is within 2.5% in the first year from the warranty start date, and within 0.5% every year thereafter. The power output efficiency in the 30th year from the warranty start date is not less than 83%.

N-type single crystal module: the attenuation is within 1% in the first year from the warranty start date, and within 0.5% every year thereafter. The power output efficiency in the 30th year from the warranty start date is not less than 84.5%.

Polycrystalline module: the attenuation is within 2.5% in the first year from the warranty start date, and within 0.5% every year thereafter. The power output efficiency in the 30th year from the warranty start date shall not be less than 83%

Within 30 years from the start date of the warranty, ClearVue guarantees that the power of any qualified module sold meets the above power guarantee value. If there is any power loss beyond the guarantee value confirmed by ClearVue, and after the unilateral identification ClearVue determines that the cause of the power loss is due to the defects in materials or technology attributable to ClearVue, or Further (if the customer does not agree with the test conclusion of ClearVue, and raises a written objection and applies for the third-party identification), the third-party testing agency (the customer and ClearVue jointly confirm the selection) will confirm it, ClearVue will choose any of the following relief measures at its own discretion,

- (1) provide the customer with additional modules to make up for the loss of the above power; or
- (2) Repair or replace defective modules and provide free delivery to the delivery point at the time of initial sale.

The compensation method proposed in the above is the only and exclusive remedy provided in the "Limited peak power guarantee".

Note: If the customer finds that the defective module needs to be returned in advance before handling, the transportation cost shall be borne by the customer. After confirmation





of ClearVue itself or a third-party testing agency, if it is determined to be within the scope of ClearVue's warranty, the reasonable transportation cost can be compensated according to the legal invoice provided by the customer.

3. Exclusions and restrictions

- (1) In any case, all warranty claims shall be submitted in writing to ClearVue within the corresponding warranty period, which shall not exceed the warranty period.
- (2) "Limited product quality warranty" and "Limited peak power guarantee" do not apply to modules in the following conditions:
 - · Misuse, abuse, negligence, vandalism or accident;
 - Unauthorized modification, improper installation or improper application;
 - Repair and modification not in strict accordance with the manufacturer's instructions;
 - Failure to follow the maintenance instructions of ClearVue;
 - Power failure, power supply surge, lightning, flood, fire, accidental damage or other events beyond the control of ClearVue
- (3) Neither the "Limited product quality warranty" nor the "Limited peak power guarantee" shall be liable for any costs associated with the installation, removal or reinstallation of the components (other than those described in the last paragraph of Part 5), customs clearance or any other costs incurred in returning the components.
- (4) If the type and serial number of components have been changed, erased or illegible, the warranty requirements will not be accepted
- (5) In case of any quality problem within the limited warranty period, the buyer shall notify ClearVue in writing within 24 hours after finding the problem, and ClearVue will handle it in time after receiving the buyer's problem report.

4. Limitation of warranty scope

Unless otherwise expressly agreed in writing by ClearVue: sign and accept other obligations and responsibilities, the warranty clauses of this Limited warranty expressly replace and exclude all other warranties, express or implied, including but not limited to the commercial Warranty, warranty applicable for special purpose, use or application, and other obligations or responsibilities undertaken by ClearVue. ClearVue shall not be liable for personal injury or property loss, and shall not be liable for other losses or injuries caused by or related to the modules (including but not limited to any defect of modules, any defect caused by use and installation). ClearVue shall not be liable for incidental, derivative or special damages, other direct or indirect damages caused by any reason. The loss, profit loss, production loss or income loss caused by the unavailability of the product are all clearly excluded here. If ClearVue undertakes compensation to the customer, the total amount of compensation shall not exceed the invoice value of the single module paid by the customer.

5. Performance of quality assurance

If the customer thinks that it can put forward proper quality assurance requirements according to "Product quality assurance", he shall immediately send a written notice in the





4 | 5

form of registered letter to the following address of ClearVue, or send an email to the following email address of ClearVue. The customer shall attach with the notice the warranty certificate, the corresponding module serial number and the purchase time. At the same time, it should also provide the invoice that can clearly show the purchase date, purchase price, component model, seal or signature of ClearVue as the voucher.

If the modules are to be returned to ClearVue for testing, repair or replacement, ClearVue shall provide the customer with the product return authorization. In the absence of a product return authorization, ClearVue will not accept returned modules. With the approval of the customer service department, the reasonable, normal and documented ocean transportation cost of components related to the "Limited product quality warranty" and "Limited peak power guarantee" (including the returned cost and the re-transportation cost of the repaired and replaced components) will be compensated by ClearVue to the customer.

6. Transfer of warranty

Only when the modules are not installed and used, the original installation position of the modules is not changed, and the reasonable handling, system design, installation, use, maintenance and proper working environment of the modules must be guaranteed, can this quality assurance be transferred.

7. Severability of terms

If a part, regulation or clause of this "Limited quality warranty" or its application is deemed to be invalid or unenforceable, such determination will not affect other parts, regulations or clauses of this "limited quality warranty for PV Modules", and the part, regulation or clause deemed invalid or unenforceable will be stripped from other parts, regulations or clauses.

8. Dispute

In case of any disagreement on the warranty claim, domestic first-class testing institutions such as Tüv, Intetek, UL, CQC, etc. can be invited to participate in the determination of the final claim. All expenses shall be borne by the losing party, unless otherwise stipulated in the judgment. ClearVue reserves the right of final interpretation. Further dispute resolution is required to be conducted in accordance with the applicable jurisdiction agreed by both parties in the pre signed main sales contract.

In case of any disputes on other language versions of this Limited warranty, the English version shall prevail. The final interpretation right of this Limited warranty belongs to ClearVue.

9. Change

Repair or replacement of modules or providing additional components does not mean that the warranty period will be renewed, and the original period of this "Product warranty" will not be recalculated. Any replaced modules shall be owned by ClearVue and shall be fully handled by it. If, at the time of the claim, ClearVue has stopped manufacturing modules of





the same type as the problem module, ClearVue may, at its own option, provide modules of other types (different sizes, colors, shapes or power) whether new or original brand.

10. Force Majeure

For module defects or power attenuation caused by natural disasters, wars, riots, strikes, and other unforeseen and uncontrollable events (including but not limited to any technology, natural events or natural conditions unknown to ClearVue when any module product is sold or the user puts forward warranty requirements), ClearVue is not responsible for consumers, end users and any third parties.

11. Module Types

This warranty applies specifically to the ClearVue BIPV modules identified in the attached list (Appendix A).

Please note: ClearVue reserves the right to update, modify, or change the list of applicable modules at its sole discretion, and any such changes will be communicated via official company channels. The terms and conditions of this warranty shall apply to all modules supplied by ClearVue, that are included in the list at time of sale.

12. Sole Importer Information

ClearVue Technology Limited (hereafter referred to as the "**Sole Importer**") is the exclusive importer of the products covered under this warranty.

The detailed information of the Sole Importer is as follows:

Sole Importer Name: ClearVue Technologies Limited

Address: Suite 9, 567 Newcastle Street, West Perth, Western Australia (WA), Australia 6005

Telephone: +61 8 9220 9020

Fax: +61 8 9220 9029

Website: www.clearvuepv.com Email: hello@clearvuepv.com

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