

WARRANTY TERMS AND CONDITIONS

For Australia Market only

A. Background and Scope of Clenergy Warranty:

Clenergy Technologies Co., Ltd. (hereafter referred to as "Clenergy", "we" or "us") sell Clenergy/TNK Products to Australia either directly itself or through an Authorised Distributor in Australia. Clenergy grants a Clenergy Standard Warranty of 10 years in respect of TNK Inverter or 2 years in respect of Clenergy accessories to a customer that the owner of the applicable Clenergy Product (hereafter referred to as "Customer" or "you"), and the Customer may make a Warranty claim under the applicable Clenergy Warranty subject to and on the terms of this document.

Clenergy Technologies Co., Ltd. authorises Clenergy Australia Pty Ltd (ACN 108 633 227), a wholly owned subsidiary of Clenergy Technologies Co., Ltd. (hereafter referred to as "Clenergy Australia") to provide services to comply with the applicable Clenergy Warranty, and as the entity to which any Warranty claim must be made.

The Clenergy Warranty under this document is available on and from 1 July 2023 ("Warranty Validation Date"). Unless otherwise agreed in writing, the Clenergy Warranty under this document is not applicable to the Clenergy Product sold prior to the Warranty Validation Date. For the avoidance of doubt, for the Clenergy Product that was sold prior to the Warranty Validation Date, the original terms and conditions supplied with that Clenergy Product will continue to apply.

B. Warranty claim:

Only A Warranty claim may be made in respect of a Clenergy Product if a defect exists at the time of the commencement of, or arises during, the applicable Warranty Period as a result of defective materials, or defective manufacture.

C. Making a Warranty claim:

1. Subject to any rights you may have at law, in order to claim under any Clenergy Warranty under this document, by notice, in writing, you must notify Clenergy Australia of the defect within 30 days after the time that the defect first became apparent to you at the following:

Service Department Contact Details:

T: 180 255 269

E: service@clenergyess.com

Address: 3/10 Duerdin St, Clayton, Victoria, 3168 ABN: 73 108 633 227

2. Within 3 days after the date you have notified us of the defect in accordance with C.1, you must complete warranty claim online at www.clenergyess.com accompanied with details of the product defect, the purchase invoice, the serial number of the Clenergy Product. A warranty claim may be rejected should you fail to provide the said information / proof.

D. Costs and expense of making a Warranty claim:

1. Subject to any rights that you may have under the Australian Consumer Law, any cost or expense that you incur in making a Warranty claim or receiving the benefit of the applicable Clenergy Warranty, is for your account. Further, it is your responsibility to substantiate any Warranty claim in respect of any Clenergy Warranty, including as stated in this document, and to satisfy any condition of making a Warranty claim, including proving any defect and the cause of that defect.

2. If Clenergy Australia receives a Warranty claim demonstrating a defect and the cause of that defect, and otherwise compliant with this document, Clenergy Australia will provide services on behalf of Clenergy to comply with the applicable Clenergy Warranty, which may result in the replacement or repair of the applicable Clenergy Product.

3. If any Clenergy Product is replaced or repaired under the applicable Clenergy Warranty, that Clenergy Product replacement will have the benefit of a warranty period equal to the remaining period of the original Warranty Period or three months, whichever is greater. The remaining warranty period in respect of the Product replacement will be registered by Clenergy Australia automatically and you will not receive a new certificate for the remaining Warranty Period.

4. If any Clenergy Product or any part thereof is replaced by Clenergy Australia under the applicable Clenergy Warranty, all of the right, title and interest in that Clenergy Product or part replaced shall transfer to and vest in Clenergy upon it being replaced. You must, return to Clenergy Australia any replaced Clenergy Product or part in the original packaging or equivalent. If the Clenergy Product or the part replaced is not received by Clenergy Australia within 60 days from

the date of its replacement, you will be charged for the Clenergy Product or the part at the current price for a new part/device, and you must pay that charge on payment being required and such charge will become due and payable immediately. In addition, the applicable remaining warranty period for that Clenergy Product replacement pursuant to D 3 will also become void from the date that is 5 days after the date of requirement for payment, unless otherwise agreed by us in writing.

5. If you make a Warranty claim and: (a) a service provider of Clenergy Australia attends your premises in relation to the Warranty claim; or (b) you return the Clenergy Product or part to Clenergy Australia, in circumstances where there is no defect or any defect is not covered by the applicable Clenergy Warranty, you will be charged for the call out fee of the service provider or the cost and expenses incurred by Clenergy Australia, and you must pay that charge on payment being required.

6. To the extent permitted by law, a Warranty claim under the applicable Clenergy Warranty is the exclusive and sole action, claim, right and remedy that the Customer has arising from, in connection with, in relation or in respect of any defect and the consequence of any defect, direct or indirect, including any cause of action whatsoever or howsoever arising, including for any breach of contract or any duty of care.

E. Clenergy Products subject to this Warranty:

For the purpose of each applicable Clenergy Warranty, Clenergy Product means Clenergy inverter ("TNK Inverter") or any Clenergy accessories (including communications dongles and export power management devices) ("Clenergy Accessories") which:

1. Was manufactured by or on behalf of Clenergy;
2. Bears a trade mark owned or used by Clenergy (generally "Clenergy");
3. Was purchased directly from Clenergy Australia or from an Authorised Distributor in Australia;
4. Was installed by Clenergy Australia or its authorised service agent, or installed by a qualified installer approved by Clean Energy Council (CEC) in accordance with the installation instructions supplied with the Clenergy Product; and
5. Was purchased in Australia, but the applicable Clenergy Warranty does not include fuses and any other part that may wear over time, which for the purposes of applicable Warranty is not a defect.
6. Are listed below as applicable model numbers:
 - a TNK-5000-PV-E1
 - b TNK-6000-PV-E1

F. Warranty exclusions and disclaimer

Clenergy and Clenergy Australia shall not be liable under any applicable Clenergy Warranty in respect of defect:

1. if the Clenergy Product does not belong to the person making the Warranty claim, including because stolen;
2. if that defects is not notified to Clenergy or Clenergy Australia within the applicable Warranty Period in accordance with this document;
3. if that defect has been caused by any other circumstance, event or matter, including another component in the Customer's photovoltaic system, or any other component, device or appliance at the installation site;
4. if that defect could not be identified upon examination of the Clenergy Product at the time purchased or installed;
5. unless the Clenergy Product was installed by Clenergy Australia or its authorised service agent, or installed by a qualified installer approved by CEC in accordance with the installation instructions supplied with the Clenergy Product;
6. unless the Customer has paid in full all amounts owing to Clenergy when it is payable and due;
7. if that defect is contributed to or caused by any improper use of the Clenergy Product, including failure to comply with any instruction supplied with the Clenergy Product, or use of the Clenergy Product for any purpose other than that for which the Clenergy Product was designed or intended;
8. if that defect occurs wholly or partially as a result of any act or omission by the Customer, or any person, other than a person employed or sub-contracted by Clenergy;

Clenergy Technologies Co. Ltd

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9. if the Clenergy Product is not satisfactorily maintained, is subject to any misuse, neglect, accident or abuse or the Customer continues to use the Clenergy Product after that defect becomes apparent;
10. if the Clenergy Product is repaired, or any attempt is made to repair the Clenergy Product, by anyone other than a CEC accredited repairer authorized by Clenergy Australia, or its authorised service agent acting at the direction of Clenergy Australia;
11. if the Clenergy Product is moved for any reason after it has been installed (regardless of whether the Clenergy Product is subsequently reinstalled or moved back to the same location) unless the Clenergy Product is reinstalled at the same address by a CEC qualified installer nominated by Clenergy Australia and it is stored during any interim period in accordance with that installer's instructions;
12. for any damage or defect caused by lightning, flood, power surge, fire, pest damage, corrosion, actions of third parties or any other circumstance, event or matter (including any act of God or accident), outside Clenergy's reasonable control and not arising under normal and standard operating conditions;
13. if the Clenergy Product is altered or modified in any way (including if the Clenergy Product's serial or identification number is altered, defaced or removed) unless such modification has been approved in writing by Clenergy prior to that alteration or modification;
14. If that defect arising from normal wear and tear; or
15. If that defect does not affect the basic performance of the Clenergy Product, notwithstanding any external scratch or stain, or natural mechanical wearing which does not represent a defect.
16. If the damage sustained by the product is as a result of backup load wiring that leads to overloading of the backup circuit.
17. If damage sustained to the product is as a result of installation in an environment outside of manufacturer specifications.

Each item in this Section F is to be construed and interpreted separately and distinctly, and is to be given the broadest meaning practicable.

For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Consumer Law or the Australian Competition and Consumer Regulations 2010 and which are not expressly included in this document as additional warranties or conditions are excluded.

G. Warranty holder and transferability

1. Subject to Section G 2, the applicable Clenergy Warranty is to be provided only to the owner of Clenergy Product and is not transferrable other than to the owner for the time being of the applicable Clenergy Product.
2. This Warranty is transferrable and a Warranty claim may be made by the owner of the Clenergy Product for the time being if the person making the Warranty claim in respect of the applicable Clenergy Product is able to provide ownership and provides a copy of proof of purchase of the Clenergy Product.

H. Data Protection

1. In making any Warranty claim you consent to our accessing, collecting, processing, storing, using, and sharing by any means information in any way arising from, in connection with, in relation to or in respect of any defect and its causes, including detection, identifying and debugging when providing applicable Clenergy Warranty services ("Data"). All Data collected will remain your property and you represent and warrant to us that you have obtained all consents necessary for us to access, collect, process, store, use and sharing any means, and otherwise use, Data, without restriction. You must ensure that all steps are taken and maintained so that any access, collection, processing, storing, use or sharing, or any use otherwise, of the Data as envisaged by this document will not breach any applicable data protection laws.
2. If you return any Clenergy Product to us, you must back up any information stored in Clenergy Product. We are not responsible for any loss or any information stored in Clenergy Product.
3. In returning any Clenergy Products to us, you authorise us, in our absolute discretion, to transfer the returned Clenergy Products to our service center in any other country, in which we will not be responsible for how any returned Clenergy Product is handled.
4. To the maximum extent permitted by law, under no circumstances shall we or any of our officers, directors, employees or affiliated companies be liable for any damage or loss whatsoever and howsoever arising from, in connection with, in relation or in respect of any Data or any information stored in Clenergy Product (including any act or omission in respect of it).

I. Warranty Period

The period during which the Clenergy Warranty is in effect will depend upon the Clenergy Product to which it relates and the type of Clenergy Warranty selected. In all cases the commencement date for the warranty period is the date, at the later of: (a) Clenergy Product is installed at your premises; or (b) the actual date of purchase, as reflected on the receipt or proof of purchase from Clenergy or the Authorised Distributor ("**Warranty Commencement Date**"), and will end on a date based on the type of Clenergy Product and the type of Clenergy Warranty selected unless the applicable Clenergy Warranty is void earlier in accordance with this document in which case the warranty ends on the void date ("**Warranty Period**"), please refer to the Warranty Period for each of the Clenergy Warranty as follows:

Clenergy Warranty	Clenergy Inverters	Clenergy Accessories
Clenergy Standard Warranty	10 years from the Warranty Commencement Date	2 years from the Warranty Commencement Date

For the avoidance of doubt, the Warranty Commencement Date under this document must be on and from the Warranty Validation Date.

J. Types of warranty

a. Clenergy Standard Warranty

On and from the Warranty Commencement Date, you are entitled to the Clenergy Standard Warranty Services, free of charge, as follows:

- Clenergy Australia at its election will replace or repair the defective Clenergy Product or, refund or credit an amount equal to the purchase price of the defective Clenergy Products, net of all taxes, charges or other levies paid.
- Clenergy Australia may, at its own discretion, use a new or refurbished product for replacement.
- Unless otherwise agreed by Clenergy Australia in writing, the following costs are not covered under the Clenergy Standard Warranty:
 - costs of removal or installation of Clenergy Products;
 - costs of removal of damaged of installed default Clenergy Product; and
 - transport cost incurred in relation services provided by Clenergy Australia.
- In all cases, if the Customer's premises are located more than 50 kilometers from the nearest Clenergy authorised service agent's locations, then the Customer will be liable for any freight costs, fees, charges or levies Clenergy Australia or its authorised service agent may incur as a result of fulfilling its obligations to comply with the applicable Clenergy Warranty.

K. Limitation of Liability

Except for the Warranty (as applicable) set out above, and except for any liability in connection with the supply of Clenergy Product imposed on Clenergy by Australian Consumer Law and other similar state and territory legislation (including for breach of implied conditions and warranties) which cannot, or which can only to a limited extent, be lawfully excluded, all liability of, and conditions and warranties relating to the supply of the Clenergy Products by Clenergy Technologies to the maximum extent permitted by law, are hereby expressly excluded. Any such liability which cannot be lawfully excluded is limited, at Clenergy Technologies option, to any one or more of the following:

- the replacement of the Clenergy Product or the supply of equivalent product;
- the repair of the Clenergy Product;
- the payment of the cost of replacing the Clenergy Product or of acquiring equivalent product;
- or the payment of the cost of having the Clenergy Product repaired.

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L. Australian Consumer law

Under section 102 (1) of the Australian Consumer Law, we are required to draw to your attention the following which applies where you acquire goods as a consumer (as defined under the Australian Consumer 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."

M. Definitions

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Authorised Distributor means a distributor in Australia as authorised by Clenergy from time to time.

Clenergy Warranty means the Clenergy Standard Warranty or any of the Extended Warranty, as the case may be.

NOTE: This warranty is provided in addition to other rights and remedies held by consumer at law. Our inverters 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 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



Valid from: 01 / 07 / 2023