

GCL SYSTEM INTEGRATION TECHNOLOGY CO., LTD LIMITED WARRANTY FOR PV MODULES (“Limited Warranty”)

Rev. 2021-EN-VER 1.0

You have made the right choice by purchasing photovoltaic modules (“Modules or “Module”) of GCLSI SYSTEM INTEGRATION TECHNOLOGY CO., LTD (“GCLSI”). GCLSI shall provide modules for **15-year limited product warranty and 25-year limited performance warranty** as described in detail below (hereinafter collectively referred to as “Limited Warranty”).

GCL Standard PV Module Products covered under this warranty are:

GCL-M8/60HXXX

GCL-M10/54HXXX

XXX is a module power rating.

For above-mentioned types of standard Modules (“Grade A Modules”), GCLSI warrants its limited warranty of Modules starting from Modules’ Delivery Date or start from the expiration of twelve (12) months after the Modules’ Manufacture Date, whichever occurs earlier. The Manufacture Date, which can be read from the serial number of the Modules, is the third number to the eighth number counting from the left, namely “YY MM DD”.

1. Limited Product Warranty----- **15-Year Repair, Replacement**

GCLSI warrants its Modules to be free from defect in Workmanship, as per the Mechanical and Electrical Characteristics of the Module’s Datasheet, under GCLSI normal application, installation, use and service conditions. If Modules fail to conform to this warranty, within **One Hundred Eighty (180)** months after the limited warranty starting date (hereinafter referred to as the “Limited Warranty Starting Date”), GCLSI will, at its option, either repair or replace the Modules. The repair or replacement shall be the sole and exclusive remedy provided under the clause “Limited Product Warranty” and shall not extend period of warranty set forth herein.

2. Limited performance Warranty

2.1 For Non-Double glass Module----- 25-Year Limited Remedy

GCLSI warrants that, for Poly Module and Mono Module except Double glass Module, 98% in the first year from the Limited Warranty Starting Date, thereafter, for years two (2) through twenty-five (25), 0.55% maximum decrease from Module’s nominal power output per year, ending with the 84.8% in the 25th year after the defined Limited Warranty Starting Date.

2.2 In case of actual power output of Module not in line with aforementioned warranted actual power output, owing to any significant defects in materials and workmanship, GCLSI may judge at its sole discretion and at its option either, (a) provide additional Modules to the Customer to make up for such loss in power or (b) repair or replace the defective Modules and at GCLSI’s cost deliver such Modules to the delivery point before. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the clause “Limited performance warranty” and shall not extend period of warranty set forth herein.

Nominal Power Output in product datasheet is the power in Watt peak that a Photovoltaic Solar Modules generates in its Maximum Power Point under Standard Testing Conditions (STC). STC are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m2 and (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 GCLSI valid at the date of manufacture of the PV-modules.

3. Exclusions and Limitations

- (1) “Limited Warranty” does not apply to Modules marked as “Grade B” or “Grade C”. “Limited Warranty” does not cover any costs associated with installation, removal or re-installation of the Modules and customs clearance or any other costs for return of the Modules (except as explicitly set forth hereof).
- (2) The “Limited Warranty” does not apply to any Modules which have been subjected to:
 - (a) Accident or inappropriate transportation;
 - (b) Non-observance of GCLSI’s installation manual or maintenance instructions;
 - (c) Repair or modifications by someone other than an approved service technician of GCLSI;
 - (d) The Product’s installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures;
 - (e) Any damage due to the abnormal operating environment;
 - (f) Power failure surges, lightning, flood, fire, accidental breakage, improper connections resulting in hazardous reverse current or other events outside GCLSI’s control;
 - (g) Damage due to unauthorized change of design structure;
 - (h) Any damage due to immersed into water or any other functional affect or damaged by the external force (including animals gnawing, such as rodents, birds, and insects);
 - (i) Any Modules that the customers are fully aware of the defaults but accept;
 - (j) Any damage, unstable, defects caused by natural depletion;
 - (k) Any transfer of Modules from the original continent of destination (e.g. North America, Europe, Asia, Australia, Africa or South America) without written permission from GCLSI.
- (3) Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible.

4. Limitation of Warranty Scope

THIS “LIMITED WARRANTY” AS SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF GCLSI, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY GCLSI. GCLSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULES, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL GCLSI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, AND LOSS OF REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. GCLSI’S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED 100% OF THE INVOICE VALUE AS PAID BY THE CUSTOMER, FOR THE SINGLE UNIT OF MODULE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF PRODUCTS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

5. Obtaining Warranty Performance/ Claim Procedure

Claims can become effective only by putting forward within the Limited Warranty Period. If the Customer has a justified claim covered by this “Limited Warranty”, an immediate notification shall be filed by Customer through mailing a registered letter in writing, or, sending an email letter directly to either:

- (a) GCLSI’s authorized distribution partner, who supplied affected modules; or
- (b) GCLSI office in your region. Regional contact details of GCLSI offices are listed hereunder.

Together with the notification, the CUSTOMER shall enclose name and address of Customer, name and address of installer and GCLSI’s authorized distribution partner, the evidence of the claim with the affected Module type, affected quantity and corresponding serial numbers of production date, a related invoice document with stamp or signature of GCLSI or its authorized distributor as part of the evidence. Addresses of

GCLSI offices are listed at the end of this document.

The return of any Modules will not be accepted unless with prior written authorization by GCLSI. GCLSI shall reimburse Customer for reasonable, customary and documented transportation charges (limited to charges of land transportation and ocean freight) for both the return of the Modules and reshipment of any repaired or replaced Modules, further the transportation charges shall be approved by the Customer Service Department of GCLSI before it incurs.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE 'CONSUMERS' WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW:

The benefits given to the consumers in this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. 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 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.

6. Severability

If a part, provision or clause of this "Limited Warranty", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this "Limited Warranty", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty" shall be treated as severable.

7. Technical Disputes

In case of any dispute arising out of a warranty-claim, Customer and GCLSI shall jointly entrust a famous international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or in Shanghai/China, TÜV SUD in Munich/ Germany or in Shanghai/China, ASU Arizona State University or Solar Energy Research Institute of Singapore (SERIS) to make the test. The test report shall be final and binding to both Customer and GCLSI. All fees and expenses shall be borne by the Customer, if the test institute decides that the Module's quality conforms to the agreed standards, otherwise it will be borne by GCLSI.

8. Various

The repaired or replaced Modules shall be the property of GCLSI. By claim and settlement, GCLSI has the right to deliver another type (different in size, color, shape, power) to replace, in case the claimed modules are ceased to produce.

IF GCLSI found the modules in the event of a serial defect were discovered or recalls were required, the professional after-sales service team and the local branch (branch, office) in Australia will communicate with local government and related agencies, customers to solve it as soon as possible.

9. Statement of consumer rights

If you have purchased this product in Australia, 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. 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 ailure does not amount to a major failure.

10. Warranty Transfer

This "Limited Warranty" is transferable when the product remains installed in its original installation location.

11. Force Majeure

GCLSI shall not be responsible or liable in any way to the customer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, 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, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the

notification of the relevant warranty claim under this Limited Warranty.

12. Update

GCLSI is entitled to update this “Limited Warranty”, the updated version is superior to this “Limited Warranty for PV Modules”. And this version shall continue to be valid for all Modules dispatched from GCLSI’s factories, which are also installed in Australia till the updated version is issued officially.

13. Interpretation

GCLSI reserves the right of interpretation for this Limited Warranty.

14. After-sale service

Customer complaint handling, product defect handling content refer to the controlled document 《customer complaint and return processing flow》 (see annex for details).

15. In case of questions regarding our products’ quality and performance, please contact authorized GCLSI distribution partners(as below listed) or your nearest GCLSI office which can be found at www.GCLSI.com

Authorized distribution partners:

Company Name: One Stop Warehouse Pty Ltd

Add: 55 Rai Drive,Crestmead,QLD 4132

Web: www.onestopwarehouse.com.au

Email: purchasing@onestopwarehouse.com.au

Tel: 07 32094940

ABN: 46 161 849 323

Company Name: Trivium Energy Pty Ltd

Address: 45 Welshpool Road, Welshpool WA 6106

Contact Person: Jason Damouni

Tel: +61 431 778 748

ABN: 49 168 182 732

GCL System Integration Technology Co., Ltd.

Add: 5F, GCL Energy Center, No.28 Xinqing Road, SIP Suzhou, Jiangsu, China

Tel: 86-512-6983-2860

Fax: 86-512-6983-2777

Email: gclsiinfo@gclsi.com