

JAYU SOLAR MODULE PRODUCT

LIMITED WARRANTY

Xuzhou Jiayu Solar Energy Technology Co., LTD. (hereinafter referred to as "Jayu Solar") warrants its Photovoltaic Solar Modules ("Modules") performance starting from the date of the first customer installing (for their own use) the modules ("Customer") or starting at the latest 6 months after modules dispatch from the Jayu Solar factory, whichever occurs earlier (the "Warranty Commencement Date").

1. LIMITED PRODUCT WARRANTY - TWELVE YEARS REPAIR OR REPLACEMENT

Jayu solar warrants that the Modules together with the factory-assembled DC connectors and cables are free from any defects in materials and workmanship under normal application, usage and installation for a period of one hundred and forty-four(144) months from the Warranty Commencement Date. If Modules become malfunctioning or inoperative due to defects in materials or workmanship during the one hundred and forty-four (144) months period from the Warranty Commencement Date, as verified by an independent testing agency that will be selected and confirmed mutually by Jayu Solar and Customer in advance, Jayu Solar will, at its sole option, either repair or replace the malfunctioning or inoperative Modules. Modules' repair and replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period set forth herein. The Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under Section 2 of the Warranty hereafter ("Limited Peak Power Warranty").

2. LIMITED PEAK POWER WARRANTY - LIMITED REMEDY

Jayu Solar warrants with regard to the natural performance degradation of the module that for a period of twenty-five years (for single glass module) or thirty years (for dual glass module) starting from the Warranty Commencement Date, loss of power output against the minimum "Peak Power at STC" as specified on the label of the modules (hereinafter "Nominal Power") when measured at Standard Test Conditions (STC) for the Modules shall not exceed:

(1) For Mono-crystalline single glass Modules: 3% for the first year from the Warranty Commencement Date, and 0.65% per year thereafter the 2nd to the 25th year of the warranty period, the actual power output shall be not less than 81.4% of the Nominal Power Output at the end of the 25-year warranty period.

(2) For Poly-crystalline single glass Modules: 2.5% for the first year from the Warranty Commencement Date, and 0.7% per year thereafter the 2nd to the 25th year of the warranty period, the actual power output shall be not less than 80.7% of the Nominal Power Output at the end of the 25-year warranty period.

(3) For Mono-crystalline dual glass Modules: 3% for the first year from the Warranty Commencement Date, and 0.5% per year thereafter the 2nd to the 30th year of the warranty period, the actual power output shall be not less than 82.5% of the Nominal Power Output at the end of the 30-year warranty period.

(4) For Poly-crystalline dual glass Modules: 2.5% for the first year from the Warranty Commencement Date, and 0.5% per year thereafter the 2nd to the 30th year of the warranty period, the actual power output shall be not less than 83% of the Nominal Power Output at the end of the 30-year warranty period.

Within the period of twenty-five (25) year(for single glass modules) and thirty (30) year warranty period from the Warranty Commencement Date, should any qualified Modules sold by Jayu Solar exhibit a loss of power output exceed the aforementioned warranted values, provided that the reason for such declared loss in power is a stronger degradation that has been verified by Jayu Solar, at its sole discretion is due to Modules' defects in materials or workmanship attributable to Jayu Solar's own causes and further confirmed by an independent testing agency (if so requested by a customer) (which is to be selected and confirmed mutually by Jayu Solar and Customer in advance), Jayu Solar will, at its sole option and discretion, either (1) make up such loss in power by providing to Customer additional Modules if technically feasible and reasonable; or (2) repair or replace the defective Modules including free shipping to the location as set out in the original sales contract entered between Jayu Solar and Customer. The remedies set forth herein are the sole and exclusive remedies Jayu Solar is bound to provide under the Limited Peak Power Warranty.

CAVEAT: The shipping charges for any allegedly defected Modules shall be borne by Customers making such claims in advance. Should the independent testing agency confirm that such filed defected are to be covered under this Warranty by Jayu Solar, the shipping charges advanced by the Customers may be reimbursed by Jayu Solar against the original proof of expenditure.

3. EXCLUSIONS AND LIMITATIONS

(a) Warranty claims from any customers, in any event, shall be filed in writing to Jayu Solar within the application warranty period and not beyond the last day of the application period of time as stated above.

(b) The Limited Product Warranty and Limited Peak Power Warranty shall not apply to Modules which have been subject to:

- Misuse, abuse, neglect, vandalism or accident;
- Unauthorized modification, improper installation or inappropriate application;
- Repair or modification that do not strictly follow the manufacturer's instructions;
- Alteration, improper installation or application which is not compliant with Jayu Solar standard installation manual;
- Power failure, electrical spikes or surges, lightning, flood, fire, accidental breakage or other events outside Jayu Solar's control;

- Non-observance of Jayu Solar's maintenance instructions;

(c) The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with installation, removal or re-installation of the Modules and (except as explicitly set forth in clause 5) customs clearance or any other costs for return of the Modules.

(d) Warranty claims will not be honored if the type or serial number of Jayu Solar Modules have been altered, removed or made illegible without written authorization from Jayu Solar.

4. LIMITATION OF WARRANTY SCOPE

This 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 Jayu Solar, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Jayu Solar. Jayu Solar shall have no responsibility or liability whatsoever for property, or for other loss or injury resulting from any cause arising out of the Modules, including but not limited to any defects in the Modules, or any defects arising from use and installation. Under no circumstance shall Jayu Solar be liable for incidental, consequential or special damages, however caused, like loss of profits, loss of production, and loss of revenues. The aforementioned alleged losses by customers are specifically and without limitation excluded from responsibility of Jayu Solar. Jayu Solar's accumulated liability, if any, in damages or otherwise, shall not exceed the invoice value of the single unit of Modules paid by the Customer.

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 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. ”

5. OBTAINING WARRANTY PERFORMANCE

If the Customer has a justified claim by this Warranty, an immediate written notification shall be directly made to Jayu Solar by means of registered letter to the address of Jayu Solar listed hereunder, or sending a notification via e-mail to the e-mail account of Jayu Solar listed hereunder. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the Modules and the date on which the Modules have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Jayu Solar or its distributors should also be submitted as part of the preliminary evidence. If the Modules will be returned to Jayu Solar for inspection, repair or replacement by Jayu Solar, Jayu Solar shall provide the Customer with a Return Merchandise Authorization (RMA). However, Jayu Solar will not accept a return of any Modules without such RMA. In connection with both the Limited Product Warranty and Limited Peak Power Warranty, Jayu Solar may reimburse Customer for reasonable, customary and documented transportation

charges by sea freight for both the return of the Modules and reshipment of any repair or replacement Modules, only if such cost reimbursement is authorized by Jayu Solar's Customer Service Department in advance.

6. TRANSFERABILITY

This Warranty is extend to the original Customer, who has installed the Modules for the first time, and is also transferable to any subsequent owner of the location or holder of the product, when the entire remaining contract price has been paid and Modules remain at their original installed location upon satisfactory proof of succession or assignment.

7. SEVERABILITY

If a section, provision or clause of this Warranty, or the application thereof to any person or under any circumstance is held invalid, void or unenforceable, such shall not affect and shall leave all other sections, provisions, clauses or applications under this Warranty severable, and therefore validly binding.

8. DISPUTE RESOLUTION

In case of any dispute in terms of Warranty-claims, a first-class international testing institute, such as TUV NORD, Intetek, UL, CQC, CGC shall be entrusted by both parties upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the losing party, unless otherwise awarded by the court. Jayu Solar reserves the right of final explanation. Further dispute over the claims shall be submitted to dispute resolution as stipulated in the main sales contract to which this Warranty is a party of and subject to the application jurisdiction agreed by the parties in the sales contract.

9. VARIOUS

The repair or replacement of the Modules or the supply of additional Modules does not lead to a new commencement of warranty term, nor shall the original terms of this Warranty be extend. Any replaced Modules shall become the property of Jayu Solar. Jayu Solar shall at its own options to deliver another type of Modules (different in size, color, shape, or power), either a new brand or the original one, in case that Jayu Solar has discontinued producing the Modules in question at the time of the claim and in case the delivery of another type of Modules will be technically feasible and reasonable for customer.

10. FORCE MAJEURE

Jayu Solar shall not be responsible or liable to the Customer whatsoever or any third-party arising out of any non-performance or delay in performance of any terms and conditions of the sales, including this Warranty, due to causes of natural disasters such as fire, flood, blizzard, thunder, acts of God, changes of public polices, terrorism, war, riots, strikes, unavailability of suitable and

sufficient labor or materials and other events which are out of control of Jayu Solar.

Note:

"peak power" is the power in watt peak that Module generate in its maximum power point under STC condition. "STC" are as following:

- (a) Light spectrum of AM1.5
- (b) Irradiation at 1000W/m²
- (c) Cell temperature of 25 degrees Centigrade at the right angle irradiation.

The measurements are carried out in accordance with IEC61215 (equivalent to GB/T 9535) as tested at the junction box terminals as per the calibration and testing standards of Jayu Solar valid at the date of manufacture of the Modules. Jayu Solar's calibration standards shall be in according with the standard applied by international institutions accredited for this purpose.

XUZHOU JIAYU SOLAR ENERGY TECHNOLOGY CO., LTD

Add: North of Peigong Road, East of Hankang Road, Peixian Economic Development Zone,

Xuzhou City, Jiangsu Province

Tel: +86 (516) 6706 0056

Email: ranfeng@jayusolar.com

Web: www.jayusolar.com

Smartgen Pty Ltd.

Add: Suite 401 No.991 While Horse Road Box Hill VIC 3128

ABN: 14 631 976 068

Contact Person: Yow Soo Cheong

Tel: +61 469 039 517

Email: bilectual@gmail.com

Website: www.smartgen.com.au