

POWER OUTPUT GUARANTEE



POWER PURCHASE AGREEMENT

Clean Energy Corporation Australia guarantees the output of power generated by the solar power system installed at your property.

The system is guaranteed to produce the amount of power quoted in the System Expected Electricity Output And Losses section of the Power Purchase Agreement in the first year.

The guaranteed power is expected to reduce at a rate of no more than 10% over the first ten years and no more than 20% over the twenty years. The Power Output Guarantee will follow the same reduction rate.

A summary of the yearly power depreciation can be viewed in the Cost Benefits section of the Power Purchase Agreement.

Should the solar power system not produce the quoted amount of power as per the Power Purchase Agreement, Clean Energy Corporation Australia will refund you the value of the balance of electricity that was not produced.

PERFORMANCE GUARANTEE AND LIMITED WARRANTY

1. INTRODUCTION

This Performance Guarantee and Limited Warranty (this “Limited Warranty”) is Clean Energy Corporation Australia’s agreement to provide you warranties on the System you are hosting pursuant to our PPA. The System will be professionally installed by Clean Energy Corporation Australia at the address you listed in the PPA. We will refer to the installation location as your “Property” or your “Home.” This Limited Warranty begins when we start installing the System at your Property. We look forward to helping you produce clean, renewable solar power at your Property.

2. LIMITED WARRANTIES

(a) Limited Warranties

Clean Energy Corporation Australia warrants the system as follows:

(i) System Warranty

During the entire Power Purchase Agreement Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the “System Warranty”);

(ii) Roof Warranty

When we penetrate your roof during a System installation we will warrant roof damage we cause due to our roof penetrations. This roof warranty will run the longer of (A) one (1) year following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof (the “Roof Warranty Period”); and

(iii) Repair Promise

During the entire Power Purchase Agreement Term, Clean Energy Corporation Australia will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty.

If we damage your Property, your belongings or your Property we will repair the damage we cause or pay you for the damage we cause as described in Section 6. Clean Energy Corporation Australia may use new or reconditioned parts when making repairs or replacements. Clean Energy Corporation Australia may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at Clean Energy Corporation Australia’s discretion.

(b) Warranty Length

- (i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when we begin installing the System at your Property and continue through the entire Power Purchase Agreement Term but never less than ten (10) years. Thus, for as long as you host the System from Clean Energy Corporation Australia under a PPA, you will have a System Warranty and our Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.
- (iii) If you have assumed an existing PPA, then this Limited Warranty will cover you for the remaining balance of the existing Power Purchase Agreement Term.

(c) Performance Warranties and Guarantee

(i) Power Production Guarantee and Refund

Clean Energy Corporation Australia guarantees that during the Power Purchase Agreement Term the System will operate within manufacturer's specifications and that if it does not that Clean Energy Corporation will repair or replace any defective part and restore System performance. Beginning at the end of the first full calendar year following the System's installation, if the System does not produce 100% of the estimated production set forth in Annexure A (the "Guaranteed Output") Clean Energy Corporation Australia will send you a refund calculated at the same rate per kWh you are paying Clean Energy Corporation Australia. Your cumulative actual annual kWh is dependent on a shading percentage of __ % on your Property. If this shading percentage increases, your Guaranteed Output will be reduced proportionately.

(ii) Solar Monitoring

During the Power Purchase Agreement Term, we will provide you at no additional cost our Solar Monitoring Service. Solar Monitoring is a monitoring system designed and installed by Clean Energy Corporation Australia that captures and displays historical power generation data over an Internet connection and consists of hardware located on site and software hosted by Clean Energy Corporation Australia. If the System is not operating within normal ranges, the solar monitoring will alert us and we will remedy any material issues.

(iii) Intentionally left blank

(iv) Output Warranty

The System's rated electrical output during the first ten (10) years of the Power Purchase Agreement Term shall not decrease by more than ten percent (10%). This output warranty is in addition to the Power Production Guarantee in Section 2(c)(i) of this Annexure C and you will be provided a refund for underproduction as set forth in Section 2(c)(i).

(d) Maintenance and Operation

(i) General

When the System is installed, Clean Energy Corporation Australia will provide you with a link to its Solar Operation Guide. This Guide provides you with System operation instructions, answers to frequently asked questions, troubleshooting tips and service information. Clean Energy Corporation will perform all required System maintenance.

(ii) Solar Monitoring

The Solar Monitoring service upgrade requires a high speed Internet line to operate. Therefore, during the Power Purchase Agreement Term, you agree to maintain the communication link between the Solar Monitoring and the System and between the Solar Monitoring and the Internet. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within ten (10) metres of the System's AC/DC inverter(s). This communication link must be a 10/100 Mbps Ethernet connection that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line we will not be able to monitor the Power Purchase Agreement System and provide you with a production guarantee. Further, if the Solar Monitoring is not operational, Clean Energy Corporation Australia will be required to estimate your power usage as set forth in the PPA.

(e) Making a Claim; Transferring This Warranty

(i) Claims Process

You can make a claim by:

A. emailing us at the email address in Section 7 below;

B. writing us a letter and sending it overnight mail with a well-known service; or

C. sending us a fax at the number in Section 7 below.

(ii) Transferable Limited Warranty

Clean Energy Corporation Australia will accept and honor any valid and properly submitted Warranty claim made during any Term by any person who either purchases the System from you or to whom you properly transfer the PPA.

(f) Exclusions and Disclaimer

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than Clean energy Corporation Australia or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce power not caused by Clean Energy Corporation Australia or its approved service providers while servicing the System (e.g., if a tree falls on the System we will replace the System per the Power Purchase Agreement, but we will not repay you for power it did not produce);
- (iii) your failure to perform, or breach of, your obligations under the Power Purchase Agreement (e.g., you modify or alter the System);
- (iv) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem;
- (v) any Force Majeure Event (as defined below);
- (vi) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (vii) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and
- (viii) theft of the System (e.g., if the System is stolen we will replace the System per the Power Purchase Agreement, but we will not repay you for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state.

This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) and (c) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY CLEAN ENERGY CORPORATION AUSTRALIA WITH RESPECT TO THE SYSTEM. CLEAN ENERGY CORPORATION AUSTRALIA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

3. CLEAN ENERGY CORPORATION AUSTRALIA'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in Australia to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR, RELOCATION OR REMOVAL

- (a) You agree that if (i) the System needs any repairs that are not the responsibility of Clean Energy Corporation Australia under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Property or (iii) the system is being relocated to another property you own pursuant to the Power Purchase Agreement, you will have Clean Energy Corporation Australia, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.
- (b) If you want to return the System to Clean Energy Corporation Australia under Section 17 of the Power Purchase Agreement then Clean Energy Corporation Australia will remove the System at no cost to you. Clean Energy Corporation Australia will remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). Clean Energy Corporation Australia will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with Clean Energy Corporation Australia in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If Clean Energy Corporation Australia is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Clean Energy Corporation Australia will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) Clean Energy Corporation Australia, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) Clean Energy Corporation Australia's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, we will make repairs); and
- (c) No Clean Energy Corporation Australia obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Clean Energy Corporation Australia's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Clean Energy Corporation Australia's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Clean Energy Corporation Australia including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilised by Clean Energy Corporation Australia or under its control.

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(c) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL CLEAN ENERGY CORPORATION AUSTRALIA OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Clean Energy Corporation Australia's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Replacement: exceed the greater of (a) the sum of the Monthly Payments over the Term of the Power Purchase Agreement and (b) the original cost of the System; and
- (ii) For damages to your Property, Belongings and Property: exceed one million dollars (\$1,000,000AUD).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Power Purchase Agreement to the addresses listed below:

To Clean Energy Corporation Australia:

Clean Energy Corporation Australia
PO Box Q1293
Queen Victoria Building NSW 1230

To You:

At the billing address in the Power Purchase Agreement or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Clean Energy Corporation Australia may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Clean Energy Corporation Australia's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Power Purchase Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.