PRODUCT WARRANTY

AURE x Helios Co-Branded Metal Backed Rooftop Solar Panel Products

With respect to the AURE x Helios co-branded roof solar panels which will be used as building-integrated (BIPV) rooftop or other eligible applications delivered by Augenium ABN 45 071 397 487 ("Augenium", "we", "us") pursuant to the Agreement (as defined in Augenium's Standard Terms and Conditions), Augenium shall provide product warranty to the buyer of the Products and the successor(s) and assignee(s) confirmed by such buyer ("Customer", "you") in accordance with the provisions of this Limited Warranty ("this Warranty"). This Warranty forms part of and is to be read together with Augenium's Standard Terms and Conditions. In the event of any inconsistency, the order of precedence in clause 2 of the Standard Terms and Conditions applies.

1 WARRANTY START DATE

The warranty period shall commence on the earlier of the following two dates (the "Warranty Start Date"): (a) the date of delivery of the Products to the Customer in accordance with the applicable Incoterm stated in the Quotation; or (b) the 180th day from the date of manufacture of the Products.

2 LIMITED PRODUCT WARRANTY

Augenium warrants that, from the Warranty Start Date, the Products and their accompanying DC connectors, cables, and electrical components (if any) shall be free from material defects in design, materials, or workmanship that are sufficient to affect the performance of the Products for a period of 15 years (the "Limited Product Warranty"). Material defects shall not include normal wear and tear, or minor variations in colour, texture, transparency, or finish that are within industry-accepted tolerances for BIPV rooftop products. 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.

3 LIMITED POWER WARRANTY

Augenium undertakes that the attenuation rate of the solar power output of the Products shall not exceed the following values during the corresponding periods from the Warranty Start Date (the "Limited Power Warranty"):

1. No more than 1% power degradation in the 1st year;
2. No more than 0.4% power degradation per year from 2nd year to the 30th year;

i.e. the actual output power shall not be less than 87.4% of the rated power within 30 years from the Warranty start date.

The Limited Power Warranty shall only apply to the solar power output of the AURE x Helios branded Products.

4 DEFINITIONS

"Rated Power (PO_0)": Refers to the power of the Products indicated in watts on the original nameplate or product specification sheet, excluding any positive tolerances that the Products may actually have.

"Actual Output Power": Refers to the peak solar power of the Products at a certain time point (t) after the Warranty Start Date under Standard Test Conditions, excluding test errors.

"Standard Test Conditions (STC)": Means (a) spectral irradiance AM1.5; (b) irradiance of 1000 W/m^2; (c) irradiation at a right angle; (d) cell temperature of 25 degrees Celsius; and the test shall be conducted in accordance with IEC 61215 or such other standard as Augenium may specify.

The formula for calculating the attenuation rate is: $DR = 1.00 - [(POt) / (PO_0)]$

5 CLAIMS

The Customer shall bear the burden of proof for its claim. If the Customer believes that the Products fail to meet the requirements of the Limited Product Warranty or the Limited Power Warranty (collectively, the "Warranty"), the Customer shall promptly give written notice to Augenium within 30 days of becoming aware of such circumstance. Notice may be given by email in accordance with clause 17.8 of the Standard Terms and Conditions. The notice shall include the following information: (a) the claimant; (b) a detailed description of the circumstance; (c) supporting documents, including photos or data; (d) the serial number(s) of the relevant Products; (e) the Warranty Start Date; (f) the model number of the Products; (g) the location of the Products; (h) other supplementary supporting documents reasonably required by Augenium; and (i) upon Augenium's request, the Products that are alleged to be non-compliant with the Warranty.

Notwithstanding the foregoing, Augenium shall have the right to independently decide and notify the Customer in writing to submit the alleged non-compliance of the Products to an independent testing institution recognised by both Parties for appraisal ("Independent Testing Institution"). Neither Party shall refuse or delay the recognition of such Independent Testing Institution without just cause. The power testing tolerance of the testing equipment used by the Independent Testing Institution shall be notified to both Parties in writing prior to the performance of the tests, and such testing tolerance shall be reflected in the final test conclusion. The conclusion of the Independent Testing Institution as to whether the Products meet the Warranty requirements shall be deemed final and binding with respect to the testing matters.

Augenium may bear the reasonable transportation costs and service fees incurred by the Independent Testing Institution, including transportation, testing services, storage, insurance costs, and losses due to damage to the Products in connection with such transportation and testing. However, if the Independent Testing Institution does not conclude that the Products are non-compliant with the Warranty, or if the Customer fails to prove that the Products fail to meet the Warranty requirements, the Customer shall promptly compensate Augenium in full for the aforementioned costs and losses upon receipt of notice.

6 REMEDIES

For Products confirmed to be non-compliant with the Warranty, Augenium shall have the right, at their election, to: (a) repair the Products; (b) replace the Products; (c) provide additional Products

to compensate for the power loss; or (d) credit the Customer for the affected Products. The delivery terms for any repaired, replacement, or additional Products shall be consistent with the Incoterm agreed in the original Agreement. Augenium shall retain ownership of any replaced Products. All reasonable transportation costs associated with providing additional Products and performing repair or replacement obligations under this clause shall be borne by Augenium.

Any additional or replacement Products shall have the same or equivalent model and appearance as the original Products, be electrically compatible, and have a power output not less than the actual output power that the original Products should have at the time of replacement in accordance with the attenuation rate specified in clause 3. If Augenium is unable to provide Products meeting the aforementioned requirements, the additional or replacement Products shall be as close as reasonably practicable to the aforementioned standards. The repair, replacement, or provision of additional Products pursuant to this clause shall not result in the restart or extension of the warranty period.

7 EXCLUSIONS

This Warranty shall not apply in the following circumstances:

(a) All claims must be submitted in writing to Augenium during the warranty period and shall not exceed the last day of the applicable warranty period.

(b) The Limited Product Warranty and the Limited Power Warranty shall not apply to Products subject to: misuse, abuse, negligence, intentional damage, or accidents; unauthorised modification, improper installation, or improper application; repairs or modifications not in accordance with Augenium's published installation and care guidelines; failure to comply with Augenium's maintenance instructions; power failures, power surges, voltage spikes, lightning strikes, floods, fires, accidental damage, or other events beyond Augenium's control; cosmetic defects caused by normal scuffing or wear and tear; damage caused by non-compliant rooftop mounting, carpark structure integration, or installation by third-party contractors not in accordance with Augenium's specifications; structural building or carpark structure movement, settlement, or foundation failure not attributable to the Products; exposure to vehicle impact, mechanical loading beyond design specifications, or abnormal traffic loads on carpark structures; or installation in locations in direct contact with corrosive substances as determined by Augenium.

(c) Neither the Limited Product Warranty nor the Limited Power Warranty shall cover any costs for the installation, removal, reinstallation, rooftop mounting, or carpark structure integration of the Products (other than as explicitly stated in clause 6), nor shall they cover customs clearance fees or other costs incurred in returning the Products.

(d) Warranty claims shall not be recognised if the type or serial number of the Products has been altered, removed, or rendered illegible without Augenium's written authorisation.

(e) The design of the building structure, rooftop mounting system, carpark structure, foundations, and load-bearing elements is the responsibility of the Customer and its contractors. Augenium shall not be liable for any losses arising from design, installation, or structural matters beyond the Products themselves.

(f) This Warranty shall not apply if Augenium has not received the full payment for the Products in accordance with the Agreement.

8 NOTICES

All notices under this Warranty shall be made in writing. Email is sufficient, provided delivery can be evidenced, in accordance with clause 17.8 of the Standard Terms and Conditions. Notices sent after 5:00 pm (AWST) on a business day are deemed received at 9:00 am on the next business day.

9 LIMITATION OF LIABILITY

Except for the warranties explicitly set forth in this Warranty, Augenium makes no other express or implied warranties or guarantees with respect to the Products. The remedies provided under this Warranty are the sole and exclusive remedies available to the Customer for non-compliant Products.

Neither party is liable to the other for any indirect or consequential loss, including loss of profit, loss of revenue, loss of opportunity, loss of production, loss of data, or loss of anticipated savings, however caused.

Augenium's total aggregate liability to the Customer under or in connection with this Warranty (whether in contract, tort, or otherwise) is limited to the total Price paid by the Customer under the relevant Agreement.

The limitations in this clause do not apply to: (a) death or personal injury caused by Augenium's negligence; (b) fraud or wilful misconduct; or (c) breach of clause 10 (Intellectual Property & Proprietary Technology) of the Standard Terms and Conditions.

Nothing in this Warranty excludes or limits any right the Customer may have under the Australian Consumer Law that cannot be excluded by agreement.

10 ASSIGNABILITY

This Warranty may be assigned by the Customer to a third party with Augenium's prior written consent (not to be unreasonably withheld), provided that all amounts owing under the Agreement have been paid in full. The assignment of this Warranty shall be in whole and not in part. Upon Augenium's request, the assignee shall sign an agreement confirming acceptance of the terms of this Warranty as a prerequisite for the assignment.

11 GOVERNING LAW AND DISPUTE RESOLUTION

This Warranty and any Dispute shall be governed by and construed in accordance with the laws of Western Australia. Subject to the arbitration provisions below, each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Western Australia and the Commonwealth of Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Warranty.

1. Negotiation

Any dispute, controversy or claim arising out of or in connection with this Warranty, including any question regarding its existence, validity, interpretation, performance, breach or termination ("Dispute"), shall first be referred to the senior management of each party for resolution. The parties shall use reasonable endeavours to resolve the Dispute within thirty (30) days of written notice by either party to the other ("Negotiation Period").

2. Arbitration

If the Dispute is not resolved within the Negotiation Period, it shall be referred to and finally resolved by arbitration administered by the International Chamber of Commerce ("ICC") in accordance with the ICC Rules of Arbitration in force at the date of commencement of the arbitration.

The arbitration shall be conducted as follows:

(a) **Seat:** Singapore.

(b) **Language:** English.

(c) **Arbitrators:** The tribunal shall consist of one (1) arbitrator, unless the ICC Court determines that three (3) arbitrators are appropriate having regard to the complexity or value of the Dispute.

(d) **Governing law:** This Warranty and any Dispute shall be governed by and construed in accordance with the laws of Western Australia.

(e) **Confidentiality**: The arbitration proceedings, all materials submitted or created for the purposes of the arbitration, and any award shall be kept confidential by the parties, except to the extent disclosure is required by law, regulation or the rules of any applicable stock exchange (including the ASX Listing Rules).

(f) **Award:** The arbitral award shall be final and binding on the parties. Judgment on the award may be entered in any court of competent jurisdiction.

3. Interim Relief

Nothing in this clause prevents a party from seeking urgent interlocutory or injunctive relief from any court of competent jurisdiction where such relief is necessary to protect that party's rights pending the outcome of arbitration.

4. Continued Performance

The parties shall continue to perform their respective obligations under this Warranty during the resolution of any Dispute, to the extent reasonably practicable, unless this Warranty has been validly terminated.

12 SOLAR DATA ACCESS

The Customer acknowledges that Augenium requires ongoing access to solar generation performance data in accordance with clause 18 of the Standard Terms and Conditions. Failure to provide or maintain solar data access may affect Augenium's ability to validate warranty claims and may limit Augenium's obligations under this Warranty to the extent that the absence of such data prevents Augenium from verifying compliance with warranted performance thresholds.

13 INTEGRATION CLAUSE

This Warranty, together with the Standard Terms and Conditions of sale and any applicable Proposal or Quotation, constitutes the entire agreement between the Parties with respect to warranty matters and supersedes all prior or contemporaneous oral or written discussions, understandings, and agreements relating hereto.

14 SEVERABILITY

If one or more clauses of this Warranty are unenforceable under the governing law, the Parties agree to negotiate in good faith regarding such clauses. If the Parties fail to reach an agreement, then (a) such clauses shall be severed from this Warranty; and (b) the enforceability of the remaining clauses shall not be affected and shall be performed in accordance with their original terms.

15 OTHER PROVISIONS

This Warranty forms part of, and is governed by, the Agreement between Augenium and the Customer. The Parties may amend this Warranty by written agreement in accordance with clause 6.3 of the Standard Terms and Conditions.

16 MODULES COVERED

This warranty applies specifically to AURE x Helios co-branded solar panels with the product name as below:

`AURE-RF-144-590N`

`AURE-RF-144-595N`

`AURE-RF-144-600N`

Please note: Augenium 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 Augenium, that are included in the list at time of sale.

17 SOLE IMPORTER INFORMATION

Augenium (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 trading as Augenium

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.augenium.com

Email: hello@augenium.com