

UNDERTAKING TO THE CLEAN ENERGY REGULATOR

Variation to the Undertaking accepted by the Clean Energy Regulator on 7 May 2020, pursuant to sub-section 154Q(3) of the *Renewable Energy (Electricity) Act 2000*

by

Trina Solar (Australia) Pty Ltd (ACN 150 695 524)

1 Glossary

1.1 In this agreement, unless the contrary intention appears, the definitions in section 5 of the Act, regulation 3 of the Regulations, and this clause apply:

Act means the *Renewable Energy (Electricity) Act 2000*.

Acceptance Criteria are those described in **Annexure A**

CEC means Clean Energy Council.

Certificate means a renewable energy certificate as defined in the REE Act 2000 (also known as a small-scale technology certificate (STC)).

COVID-19 Pandemic means the global pandemic that began in late 2019 as a result of the spread of the coronavirus and in relation to which strict restrictions on movement and contact are in place.

Geotagged photographs means photographs with imbedded location metadata including latitude and longitude coordinates.

PV means photovoltaic.

PV Lab Australia means PV Lab Australia Pty Ltd (ABN 18 166 787 800).

Regulations means the Renewable Energy (Electricity) Regulations 2001.

Regulator means the Clean Energy Regulator.

Sites means solar PV system installations listed at **Annexure B** to this Undertaking

Solar PV system means small generation unit; including solar panels, solar array, isolator, inverter and wiring.

Trina means Trina Solar (Australia) Pty Ltd Pty Ltd (ACN 150 695 524).

Uncertified factory means a factory that is not recorded on a Compliance Certificate held by the Clean Energy Council as per the Clean Energy Council PV module terms and conditions.

Undertaking means the Enforceable Undertaking accepted by the Clean Energy Regulator from Trina Solar (Australia) Pty Ltd on 7 May 2020.

2 Background

- 2.1 The Regulator accepted an Undertaking from Trina on 7 May 2020.
- 2.2 The Undertaking was given by Trina and agreed by the Regulator on the basis that incorrect information may have been provided by Trina in relation to the eligibility of certain solar PV panels for certificates created under the Act. This has had the effect that solar PV panels have been installed and STCs have been created on an incorrect assumption that the panels were eligible for certificates and were on the CEC approved module list.
- 2.3 The intention of the Undertaking was to provide assurance to the Regulator that the improper creation of certificates does not occur based on information provided by Trina.
- 2.4 As a result of analysis since the acceptance of the original Undertaking on 7 May 2020, Trina and the Regulator have agreed to vary the Undertaking in accordance with section 154Q(3) of the Act (the **Variation**).
- 2.5 The Variation is to effect that Trina will undertake the Compliance Testing Program set out below. This will provide assurance to the Regulator as to the safety and quality of the panels that do not meet the CEC approved PV module listing requirements and have been supplied and installed.
- 2.6 In the event that the Regulator is satisfied that the Compliance Testing Program provides assurance that the relevant panels meet relevant safety and quality standards, the Regulator will confirm that the actions required by clause 2.2 of the Undertaking of 7 May 2020 are no longer required.
- 2.7 In the event that the Regulator is not satisfied in accordance with clause 2.6 of this Variation, Trina will be obliged to complete the Undertaking.

3 Compliance testing

Scope

- 3.1 In accordance with ISO 2859 the Regulator and Trina have agreed on the appropriate sampling lot size at **Annexure C**.
- 3.2 **Annexure B** records two tranches (**Tranche One** and **Tranche Two**) of sites that contain a representative sample of solar PV panel modules detailed in Annexure B.
- 3.3 **Annexure B** also details the specific PV module serial numbers recorded in the Renewable Energy Certificate Registry as being installed on each site.
- 3.4 Should the testing of Tranche One modules uncover a failure rate above the acceptance criteria described in **Annexure A**, the process for the testing of modules described in Tranche Two will commence at the request of the Regulator.

Replacement and testing of Panels

- 3.5 The Regulator will seek consent from owners of the sites detailed in **Annexure B** by sending the letter (or a reasonably alternative version) set out at **Annexure D**. In the first instance, the letter will be sent for systems

included in Tranche One. Letters will only be sent in relation to systems in Tranche Two if Tranche Two is activated via clause 3.4 of this Variation.

- 3.6 Within three weeks of being informed by the Regulator in writing that an owner has consented to the replacement of their systems, Trina will contact the relevant owner to arrange for a CEC-accredited installer (or installers), agreed with the Regulator, to remove all panels from the installation.
- 3.7 Within three months of being informed by the Regulator in accordance with clause 3.6 of this Variation, Trina will:
- (a) install new solar PV panels of equal or superior quality and performance where that's possible. The panels will be covered by Trina's manufacturer's warranty from the date of install;
 - (b) obtain and maintain:
 - i. geotagged photographs of each removed solar PV panel's under-glass located serial number. This photograph must be taken while the panel remains on site and also contain time and date metadata;
 - ii. geotagged photographs of each new installed solar PV panel's under-glass located serial number. This photograph must be taken while the panel is on site; and
 - iii. written installer declarations that reference the solar PV panel's removed and installed along with the installers attendance at the site, in a format agreed with the Regulator, for each site.
 - (c) arrange for the delivery of one solar PV panel identified in **Annexure B** for that particular site to PV Lab Australia;
 - (d) if more than one solar PV panel identified in **Annexure B** for a particular site is to be delivered to PV Lab Australia, Trina must obtain the Regulator's agreement;
 - (e) if a site has a solar PV panel or panels with serial numbers that are not recorded in **Annexure B**, Trina must obtain the Regulator's agreement before delivering any of those solar PV panels to PV Lab Australia;
 - (f) arrange for the lawful disposal of all removed solar PV panels, preferably by an accredited recycler.
- 3.8 Trina will also provide the Regulator, within 14 days of a written request, any of the photographs, information or documentation referred to in clause 3.7.

PV Lab Australia

- 3.9 It is agreed between Trina and the Regulator that the Regulator will instruct PV Lab Australia to:
- (a) perform power performance, insulation measurement, electroluminescence imaging and a visual inspection on each panel;
 - (b) record the under-glass serial number of each solar PV panel;

- (c) provide test reports for each solar PV panel to the Regulator and Trina; and
- (d) arrange for the lawful disposal of all removed solar PV panels, preferably by an accredited recycler.

that is delivered to it pursuant to this Variation.

4 Acknowledgements

4.1 Trina acknowledge that:

- (a) they bear all costs associated with their compliance with this Variation, including the replacement program and the assurance testing;
- (b) no person is entitled to create certificates with respect to any work commenced or completed at a Site in relation to this Variation;
- (c) they cannot create, or receive any payment for certificates in relation to any act commenced or completed in compliance with this Variation;
- (d) where an event or issue occurs that may prevent the fulfillment of this Variation, the Regulator will not consent to vary the dates specified in the clauses unless a request that outlines the event or issue and reasons why the variation is required is submitted in writing as soon as reasonably practicable after the event or issue occurs, but no later than fourteen calendar days prior to the specified date;
- (e) Trina may offer, and the Regulator may lawfully consent to, this Variation under sub-section 154Q(3);
- (f) the Regulator will make this Variation (excluding **Annexure B** as it contains third party information) publicly available, including its publication on the Regulator's website;
- (g) the Regulator and officers of the Regulator may, from time to time, make public reference to this Undertaking;
- (h) this Variation in no way derogates from the rights and remedies available to the Commonwealth and any other person arising from any conduct by Trina Solar.

4.2 The Regulator acknowledges that:

- (a) the COVID-19 Pandemic may prevent fulfilment of this Variation by the dates specified;
- (b) the dates specified in this Variation may need to be varied as a result of restrictions imposed during the COVID-19 Pandemic; and
- (c) Trina will provide details of the issues or events which require adjustment as a result of the COVID-19 Pandemic to the Regulator as soon as reasonably practicable for the Regulator's consideration and consent.

5 Commencement of Compliance Testing Program

- 5.1 This agreement comes into effect when:
- (a) the agreement is executed by Trina and its director, Ying Ding; and
 - (b) the Regulator accepts the agreement so executed.
- 5.2 This agreement ceases to have effect once the requirements of clause 3 have been completed.

Executed by

Ying Ding, being an authorised officer of Trina Solar (Australia) Pty Ltd (ACN 150 695 524), pursuant to section 127(1) of the *Corporations Act 2001*

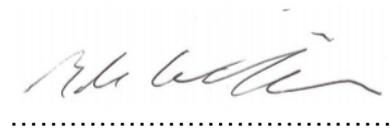


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Ying Ding
Director

This ..26th.. day ofNovember..... 2021

Accepted by the Regulator pursuant to section 154Q(3) of the *Renewable Energy (Electricity) Act 2000*



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Mark Williamson
Executive General Manager and Delegate of the Regulator

This 1st day of February 2022