

WARRANTY PANELS SUNERG PHOTOVOLTAICS SERIES X-SMART / X-SMART XL STANDARD VERSIONS 25 YEARS - REV.1-2021 (This warranty consists of 3 original pages)

Photovoltaic panels Products from SUNERG SOLAR S.R.L. indicated above are built in compliance with the IEC standards in force and tested during the final inspection. If the photovoltaic panel shows a construction or material defect that causes a loss of power, or a loss during the warranty period, in addition to the rights established by the current regulations as buyer and in accordance with the following conditions offered by Sunerg Solar s.r.l., it is possible to request from the Production Company the application of the product warrant (A) or the power warranty (B1 or C1).

A. PRODUCT WARRANTY - Content and duration.

A1. Purpose of the product warranty.

If a manufacturing or material defect (such as to compromise the normal operation of the module, and with the exclusion of the merely aesthetic defect), occurs within **25** years of the production date specified below, the application of this product warranty may be required. The product warranty is limited to the following parts: frame, cells, cables, connection pins, junction box and rear film, on which defects occur, such as to compromise the normal operation of the module.

This warranty, by way of example and not limited to, does not cover defects caused by: transport, improper use and treatment, errors in use, incorrect installation, installation that does not comply with the law and does not comply with the installation manual or interventions by third parties as better specified in the paragraph Exclusions (C).

A2. Sunerg Solar s.r.l. guarantees, for every single panel that presents manufacturing or material defects, such as to compromise the normal operation of the photovoltaic module, the replacement, repair or refund, on condition that they occur for the first time in the **25** years, starting from day of the first purchase of the solar panel from Sunerg Solar srl In any case, this warranty period cannot exceed 25 years and 6 months from the date of production of the photovoltaic solar module.

A3. The choice between replacement, repair or refund is at the sole discretion of Sunerg Solar s.r.l ..

A4. The implementation of the services performed under this warranty does not involve the extension of the original warranty period.

A5. In the event that Sunerg Solar s.r.l., chooses to reimburse the price of the solar panel, this will be considered at the market price, reducing an annual depreciation of 5% on the purchase price.

A6. Warranty Services

Sunerg Solar s.r.l. may fulfill its obligations, at its option, between the free repair of the defective panel or its replacement with a panel having the same characteristics or similar, free of defects. If the type of panel for which the guarantee is requested is no longer in production, a current and technically compatible module will be sent in replacement.

B. LINEAR WARRANTY OF OUTPUT POWER

The following power warranty applies only for output losses of the solar module (e.g. cell degradation that causes loss of output power) and not for any other panel defect.

B1. Purpose of the output power warranty

B1.1. Sunerg Solar s.r.l. guarantees that the actual power of the product in the **first year** will be at least 97% of the nominal power and that, starting from the second year of use, for a period of **29** years, annually the rated power will not decrease above **0.7%**. Therefore at the end of the 25th year of operation Sunerg Solar s.r.l. guarantees that the module will have an effective power of at least 80.2% of the initial plate power. In case of

negative divergence of the effective panel power from the indicated threshold values, where Sunerg Solar s.r.l. establish that this performance loss is due to degradation of the cells or the module, and not to product defects (and in which case only the product warranty according to the letter A1), Sunerg Solar s.r.l. at its discretion, it will compensate for the loss of power by alternatively opting for the supply of additional modules to compensate for the loss of power, or for the repair or replacement of the defective panel with an equivalent panel or reimbursement of part of the price of the panel market taking into account an annual depreciation of 5% on the original purchase price.

B1.2 In the case of replacement or supplementary products, there is no right for the customer to use new or innovative products; there is also the right of Sunerg Solar s.r.l., to use repaired or used products or models other than those purchased.

B1.3 The choice between replacement, repair, supply of new modules or reimbursement according to the aforementioned procedures, is exclusively referred to Sunerg Solar s.r.l.

B1.4 The warranty period of 30 years starts from the day of the first purchase of the panel from Sunerg Solar s.r.l. In any case, this warranty period may not exceed 30 years and 6 months, from the date of production of the solar module.

B1.5 The panel power will be examined by Sunerg Solar srl in accordance with the following conditions: cell temperature 25 degrees Celsius, 1000 W/m² radiation with an spectrum AM-1.5 using a system calibrated by Sunerg Solar s.r.l. (according to IEC standards 60904) with a flat-rate reduction of 5% for instrument tolerance.

B2. Product and Power warranty limitation.

The warranty of the product and output power does not cover damage caused by improper handling, errors in use or interventions by third parties, or installations that do not comply with the instructions in the assembly manual and/or good technical rules, or incorrect or omitted maintenance. Sunerg Solar s.r.l. never charges the costs of disassembly/reassembly/transport, or expenses for control by the customer, just as it will not support/reimburse any other direct or indirect cost or non-performance and/or failure to produce energy.

C. EXCLUSIONS OF WARRANTIES

C1. This warranty (product and output power) does not cover output power losses and/or other defects in the following cases:

- a) defective parts of the installation: load-bearing constructions including fasteners, system components such as the inverter, connection cables and by-pass diodes;
- b) incorrect installation as performed by untrained or unqualified personnel;
- c) connection of Sunerg Solar panels s.r.l. with types of panels that are not compatible and/or built by third parties;
- d) incorrect system design, fastening, configuration and type of installation that do not comply with current installation standards;
- e) incorrect connection/installation and incorrect handling during such works;
- f) failure to follow the assembly instructions included in the form or published on our website and the rules applicable to the installation of the modules, or to the rules of good practice.
- g) operation of the system in inadequate environmental conditions or inadequate methods diverging from the product specifications, the instructions for use or the information shown on the plate;
- h) improper maintenance and improper tests, module trampling, glass breakage due to external factors, such as thrown objects, or caused by acts of vandalism or theft;
- i) damage caused by external factors such as dirt on the front glass, impurities or damage from smoke, salt, chemicals or other pollutants and similar;
- j) paints or detergents applied on the panel;
- k) the use of the panels on mobile units such as vehicles and boats;
- l) events beyond our reasonable control, including, without limitation, fires, terrorist attacks or natural forces (such as earthquakes, hurricanes, cyclones, volcanic eruptions, floods, lightning, indirect lightning,

snow damage, avalanches, frosts, landslides, plagues of insects and/or other animals) or other unforeseeable circumstances;

- m) improper use;
- n) negligence in use and maintenance;
- o) tampering with the serial numbers of the individual panels or labels.
- p) opening of the seals of the junction box.
- q) visual defects (by way of example but not limited to: small bubbles, slight misalignments of the ribbon or cells, small micro-cracks), color variations of the components and any other small imperfections, which does not compromise the functionality of the photovoltaic module.
- r) non-payment of the amount of the product.

C2. It excludes any compensation for damage caused directly or indirectly by:

- a) defects complained;
- b) non-use of the module or the system in which it is inserted;
- c) personal injuries attributable to voluntary or negligent conduct with respect to the rules and rules of safety of electricity and construction.

D. APPLICATION OF THE PRODUCT AND/OR THE OUTPUT POWER WARRANTY

D1. In order to request the application of the product or the output power warranty, the customer must send a written request within 60 days of discovery, with the description of the defect, attaching the invoice and the date of purchase, the model of the panel and the serial number indicated on the nameplate, photos and details of the faults reported. The request must be sent to:

Sunerg Solar srl - Via D. Donini, 51 - 06012 loc. Cinquemiglia - Città di Castello - PG (Italy).

D2. Sunerg Solar s.r.l. will not accept the return of any panel without the prior written request and its relative written authorization.

D3. The provision of warranty services is subject to the possession and exhibition by the original purchaser of an appropriate document certifying the date of purchase, payment, number and series of the module (see label). Failure to pay the sales invoices to Sunerg Solar s.r.l. relating to solar modules, for which the activation of the guarantee is required, will result in the cancellation of this warranty.

D4. Product and power warranty requests, in compliance with the conditions set out in points D1, D2, D3, submitted more than 60 days from the date of discovery of the defect or power losses, will not be accepted.

E. WARRANTY

This warranty is granted by Sunerg Solar srl, Via D. Donini, 06012 loc. Cinquemiglia, Città di Castello – PG (Italia).

F. The applicable law for any dispute concerning the interpretation, exclusion or failure to comply with one or more clauses of this warranty contract is the Italian one.

G. For disputes better specified in point F, the jurisdiction is Perugia.