

WARRANTY FOR PHOTOVOLTAIC MODULE

1. PRODUCT QUALITY

GRUPPOSTG FABBRICA SRL -based in Via Paleocapa 19 - 24122 BG, register in the Register of Companies as no. and tax code 04143210161, - **ensures** that its photovoltaic modules as a whole, along with each of their components, also supplied by them, are manufactured in a workmanlike manner.

2. EFFECTS

Should “GRUPPOSTG FABBRICA SRL” ascertain that the photovoltaic modules as a whole, or any of its components, have faults or defects for reasons attributable to “GRUPPOSTG FABBRICA SRL,” the latter commits itself as of now, and limited to the warranty period mentioned below, to repair faulty modules or their components free of charge.

If no repair is possible, or “GRUPPOSTG FABBRICA SRL” considers it economically disadvantageous to make repairs, “GRUPPOSTG FABBRICA SRL” will replace the defective modules or their components for free. In this regard, “GRUPPOSTG FABBRICA SRL” reserves the right to provide modules or components other than the original and defective ones, if the original model is not available, while ensuring a quality similar to that guaranteed for the original model replaced. The replaced module or component will be guaranteed until the expiry date originally scheduled for the entire system supplied.

In any case, “GRUPPOSTG FABBRICA SRL” is entitled to reimburse the end user (to be understood as the person using the photovoltaic system consisting of the modules subject to warranty) the purchase price of the defective module or its component with a ten percent (10%) depreciation per year.

Until the alleged malfunction of the product has been checked by the technical staff of “GRUPPOSTG FABBRICA SRL,” the latter is expressly relieved from sending the final user substitute products even on a temporary basis.

3. WARRANTY PERIOD

The end user shall report any defects in the Forms (i) within 10 (ten) days of delivery in case of obvious defects and (ii) within 8 (eight) days of discovery in case of hidden defects.

For the purpose of prompt reporting, the date of the registered, return-receipt letter sent by the end user to “GRUPPOSTG FABBRICA SRL” is considered relevant.

In case of timely reporting of defects pursuant to this paragraph, the end user shall allow “GRUPPOSTG FABBRICA SRL.” to:

- A. check whether faults/defects really exist;
- B. ascertain the cause thereof;
- C. remedy any faults/defects that can be attributed to “GRUPPOSTG FABBRICA SRL.” within the limits of this warranty;
- D. make repairs or replacements, within the time frame and in the manner that “GRUPPOSTG FABBRICA SRL.” will consider more appropriate.

The warranty for faults and defects is prescribed - in each case - with the expiry of the twenty (**20**) year term from the delivery date of the forms, as resulting from the related delivery note or invoice.

The performance guarantee with linear power decay at 82.5% of the maximum sales power is set for thirty (30) years. This warranty is valid if the photovoltaic modules are used and installed according to the technical and operating instructions in the manual.

4. WARRANTY TERMS AND CONDITIONS

Any warranty work carried out by “GRUPPOSTG FABBRICA SRL” is subject to full compliance by the end user with any obligations that may be incurred by “GRUPPOSTG FABBRICA SRL” pursuant to the Supply Contract, inclusive of full payment of the supply received.

The work relating to any repairs or replacements under warranty shall be performed at the premises of “GRUPPOSTG FABBRICA SRL.” or authorised centres or third parties designated by the latter. To this end, the costs associated with the disassembly/assembly and shipment of any goods requiring warranty work at said parties’ workshops will be fully borne by the end user.

If the end user requests in writing that a repair/replacement is made at the end user’s premises or at those of third parties designated by the latter (as long as within the Italian territory), all out-of-pocket expenses incurred by “GRUPPOSTG FABBRICA SRL.” such as, but not limited to, travel, boarding, lodging, travel time and materials transport costs, with the only exclusion of the hours spent for warranty work, will be charged to the end user.

For the work to be performed at the end user’s premises or at those of third parties designated by the end user, the latter shall

provide “GRUPPOSTG FABBRICA SRL,” at its own expense, with all equipment, materials and auxiliary personnel required for said work, in addition to all electrical systems, masonry or in any case any other systems and materials necessary to perform repairs and/or replacements under warranty. “GRUPPOSTG FABBRICA SRL.” will not provide “on-site” warranty services outside the Italian territory.

Except in the case of wilful misconduct or gross negligence by “GRUPPOSTG FABBRICA SRL,” nothing will be owed to the end user for the time during which the system or equipment will remain idle, nor may the end user claim any compensation or indemnity for expenses, claims, direct and consequential damages, also with reference to the aforementioned repairs or replacements.

The replaced parts will remain the property of “GRUPPOSTG FABBRICA SRL.” and shall be returned to them carriage paid.

In default of delivery, the warranty will expire and “GRUPPOSTG FABBRICA SRL.” will issue invoice for the work performed to the end user.

All transport related to the operations performed under warranty shall be at the expense, risk and danger of the end user.

If the end user is a consumer, the applicable industry regulations shall apply, where provided for mandatorily, or otherwise under penalty of nullity, in case of failure of previous individual negotiations.

5. LIABILITY LIMITATIONS

Without prejudice to the assumptions of wilful misconduct or gross negligence by “GRUPPOSTG FABBRICA SRL,” it is understood from now on that, if the responsibility of “GRUPPOSTG FABBRICA SRL.” is ascertained in any way in relation to the end user, including the case of total or partial non-performance of the obligations incurred by “GRUPPOSTG FABBRICA SRL” in relation to the end user due to the execution of an order, the responsibility of “GRUPPOSTG FABBRICA SRL.” cannot be higher than the contractual amount of the Modules purchased by the end user and for which there is a dispute.

In no case will “GRUPPOSTG FABBRICA SRL” be liable to the end user or third parties for indirect or consequential damages or for loss of income or profit, resulting in whatever capacity from the supply contract. If the end user is a consumer, the applicable industry regulations shall apply, where provided for mandatorily, or otherwise under penalty of nullity, in case of failure of previous individual negotiations.

6. EXCLUSIONS

No warranty shall apply for faults and defects where they, even if promptly reported, are attributable to one or more of the following causes:

- A. wear and tear due to use;
- B. damage caused during the transport of the modules, if the transport is carried out by the customer or by a courier appointed by him;
- C. damages caused during the transport of the modules, in the event that the customer has not complied with the instructions received relating to the controls on the goods, at the time of acceptance of the same;
- D. faults caused by the end user or installer’s inexperience, imprudence or negligence;
- E. improper installation of the photovoltaic modules and/or of the related electrical connection;
- F. use of the photovoltaic system - in general, or of the modules or single components - not in accordance with the instructions provided by “GRUPPOSTG FABBRICA SRL”;
- G. work - on the photovoltaic system in general, or on any part of it - not authorised by “GRUPPOSTG FABBRICA SRL” and in any case not performed by specialised technicians;
- H. tampering with the system or any part of it, directly by the end user or with its approval;
- I. improper storage;
- J. natural events, such as - listed by way of example and by no way of limitation - electrical discharges, atmospheric discharges, floods, epidemics;
- K. natural events, such as - listed by way of example and by no way of limitation - strikes, wars, riots;
- L. order or provision of the Public Authority;
- M. unforeseeable circumstances or force majeure. Force majeure means any event outside the reasonable control of “GRUPPOSTG FABBRICA SRL.” and preventing “GRUPPOSTG FABBRICA SRL” from fulfilling a part or all the obligations provided for in the supply contract for photovoltaic modules.

In any case, the warranty is excluded if the serial number of the photovoltaic modules or its components has been tampered with or cannot be clearly identified, due to reasons not attributable to “GRUPPOSTG FABBRICA SRL.”

The exterior and aesthetic appearance of photovoltaic modules - provided it does not jeopardise the proper operation of photovoltaic modules, as indicated in the data sheets provided by “GRUPPOSTG FABBRICA SRL” - is not covered by this warranty.

GRUPPOSTG FABBRICA SRL

