

WARRANTY TERMS FOR ALL

e.Classic M HC xxx / e.Classic M HC black xxx

e.Giant M HC xxx / e.Giant M HC black xxx SOLAR MODULES FROM ENERGETICA

ENERGETICA INDUSTRIES GMBH, Energieplatz 1, A-9556 Liebenfels, AUSTRIA, phone: +43 / 4215 / 93 0 56, fax: +43 / 4215 / 93 0 56 222, email: office@energetica-pv.com (referred to hereinafter as “ENERGETICA”) hereby grants a limited warranty (“*Limited Warranty*”) subject to the following terms:

The Limited Warranty applies to all “e.Classic M HC xxx”, “e.Classic M HC black xxx”, “e.Giant M HC xxx” and “e.Giant M HC black xxx” solar modules manufactured by ENERGETICA (“*Modules*”) and will be granted exclusively to the customer to whom the Module was sold by ENERGETICA for the first time (all such persons shall be referred to hereinafter as “*Customers*”). The start date of this warranty (“*Warranty Start Date*”) shall be the delivery date.

1. 17-year Limited Warranty on all ENERGETICA

e.Classic M HC xxx / e.Classic M HC black xxx / e.Giant M HC xxx / e.Giant M HC black xxx Modules (Product Warranty)

ENERGETICA hereby warrants to the Customer, subject to the terms of this Limited Warranty, for a period of 17 years after the Warranty Start Date, that the Modules will have no defects of materials or workmanship that may influence the performance of the Modules – provided that the Modules are utilised, installed and serviced properly and under normal conditions and use takes place under normal conditions. If a warranty event occurs, ENERGETICA shall – at its sole and absolute discretion – repair, replace (exchange), supplement or grant a price discount; this will occur during the period indicated in section 3 below (“*Period of this Limited Warranty*”).

2. 25-year Limited Warranty for the performance level for all ENERGETICA e.Classic M HC xxx / e.Classic M HC black xxx / e.Giant M HC xxx / e.Giant M HC black xxx Modules (Performance Guarantee)

Under the terms of this Limited Warranty, ENERGETICA guarantees the customer

- an actual performance level of the Module of no less than 97% of the minimum performance level in the first year after the Warranty Start Date specified on the rating plate of the Module;
- a reduction in the actual performance level of the Module, as an annual average, starting from the second year for the remaining 24 years of no more than 0.25% annually, so that at the end of the 25th year an actual performance level of at least 91% of the minimum performance level specified on the rating plate of the Module is achieved.

If the Module does not achieve the above-referenced guaranteed performance level with a tolerance of $\pm 3\%$ based on a measurement taken according to the standard EN 50380:2018 by ENERGETICA or by an independent accredited laboratory approved by ENERGETICA prior to the measurement under Standard Test Conditions (“*STCs*” according to EN 60904-3 with a light spectrum of AM 1.5; incident light radiation of 1000 W/m², an incident light radiation exposure per flash of at least 200 ms, a minimum wavelength of 200nm – 1300nm and a solar cell temperature of 25°C in the case of vertical incident light radiation), ENERGETICA will, at its sole and absolute discretion, either (i) repair the Module; or (ii) supplement the insufficient performance, either: (a) by providing the Customer with an additional Module or (b) by exchanging the Module; or (iii) reimburse the difference between the guaranteed minimum performance and the actual performance, measured by ENERGETICA under Standard Test Conditions, multiplied by the market price of the Module or a comparable module at the time of the Customer’s claim.

The performances mentioned in this section 2 (“25-Year Limited Performance Warranty”) are subject to the applicable scope (“Period of this Limited Warranty”) as discussed in section 3 hereof. The values of performance levels are measured as follows under ENERGETICA’s Standard Test Conditions (STC): (a) light spectrum of AM 1.5; (b) incident light radiation of 1000 W/m²; (c) solar cell temperature of 25°C with orthogonal incident light radiation; and (d) incident light radiation exposure per flash of at least 200 ms; (e) a wavelength of the flashlight of minimum 200nm – 1300nm; (f) directly at the contacts within the junction box of the module. ENERGETICA reserves the right at its sole option to final interpretation of the test results.

3. Scope of the Limited Warranty

An extension of the warranty period is prohibited regardless of the legal grounds. Repaired or exchanged Modules shall be covered exclusively by the residual period of the original warranty period.

Repair or replacement takes place by a new or refurbished Module or new or refurbished parts, and the replaced Module or exchanged parts shall become the property of ENERGETICA. If the Module is no longer available, ENERGETICA, at its sole discretion, reserves the right to deliver a new or refurbished Module that may have a different size, colour, form, model number and/or performance level.

This Limited Warranty covers the costs of reshipment of a repaired or exchanged Module to the premises of the Customer; however, it does **NOT COVER the shipment costs and shipment risks, including loss or damage during return transport of the Module to ENERGETICA or to one of ENERGETICA’s approved agents, or other costs for the installation, dismantling, removal or reinstallation of the Module.** If a Module returned to ENERGETICA is found not to be defective or if this Limited Warranty is found to be inapplicable for other reasons, the Customer shall bear the costs of return shipment to the Customer.

This Limited Warranty shall not give rise to any claims other than those specified herein. In particular, any claims for compensation of indirect and/or consequential damage (e.g. interest expense, lost income or rebates from feed-in of electricity, loss of utilisation or production, damage as a consequence of business interruptions, costs of procurement of substitute electricity, etc.) or such loss or damage as does not originate in the Modules themselves, shall be excluded unless the claim is based on intentional or negligent misconduct on the part of ENERGETICA or an injury to life, limb or health, without prejudice to compelling statutory provisions and product liability.

Besides the rights under this Limited Warranty, the Customer is entitled to any applicable statutory warranty rights. The Limited Warranty does not limit such statutory claims for material defects and, in case of performance of warranty work, shall not constitute any acknowledgement of material defects.

4. Exclusions of Warranty

4.1. This Limited Warranty shall NOT apply to Modules:

- (a) that were sold and/or installed outside the EU (European Union – the countries of the European Union, Norway, Iceland and Liechtenstein) or outside Switzerland;
- (b) that were sold “AS SEEN” or “WITH ALL DEFECTS” or as “B goods”, and to expendable items; or
- (c) whose serial numbers or any portion thereof has been modified, rendered illegible or removed.
- (d) Slight colour differences between individual cells of a Module or between individual Modules do not constitute grounds for complaints under the warranty.

4.2. Moreover, this Limited Warranty shall NOT apply to Modules having damage and/or malfunctions due to:

- (a) utilisation of a vehicle or mobile unit, such as motor vehicles, ships, etc.;
- (b) an excessive or insufficient energy supply (over- or undervoltage, as well as undercurrent);
- (c) voltage jumps and / or impermissibly high harmonics;
- (d) product changes such as installation, remodelling, insertions or additions;
- (e) non-compliance with national or local regulations;
- (f) insufficient systems planning, configuration or assembly;
- (g) non-compliance with state of the art;
- (h) installations that are not in keeping with the specifications, installation instructions and operating instructions of the Modules or with the labels affixed to the Modules;
- (i) improper cabling, installation, holder design, fastening elements or mishandling;
- (j) devices and/or parts other than the Modules or caused by the assembly methods of such devices and/or parts;
- (k) damage and/or malfunctions due to improper or incorrectly performed servicing, operating or changes;
- (l) damage and/or malfunctions based on removal from the original place of installation;
- (m) repairs that deviate from ENERGETICA's instructions;
- (n) mishandling during storage, packing or transport;
- (o) external impacts or effects of solid bodies such as flying objects or because of external loads;
- (p) environmental pollution such as rust, acid rain or the chemicals industry;
- (q) direct impact of saltwater or limestone-containing underground water or petrochemicals;
- (r) natural forces (earthquakes, tornados, floods, thunderstorms, hurricanes, heavy snowfall, etc.) and due to fires, power outages, current overloads and other unforeseeable circumstances beyond the control of ENERGETICA;
- (s) terrorist attacks, revolts, war or vandalism;
- (t) outer stains and scratches that have no effect on performance;
- (u) noise, vibration, rust, scratches or discoloration that are the result of natural wear and tear, ageing and constant use; or
- (v) Modules installed at a location outside the recommended operating conditions.
- (w) fire or flood or other occurrence.

5. Assertion of claims

In order to assert claims under this Limited Warranty, the Customer must send written notification to ENERGETICA, accompanied by the original sales documents (as proof of purchase and the purchase date) and the delivery note (delivery date), along with a description of the defect/loss in efficiency within thirty (30) days after the Customer identified or should have identified the defect/loss in efficiency, and at the latest by the expiry date of the applicable warranty period, to the address indicated below:

ENERGETICA Industries GmbH
Energieplatz 1
A-9556 Liebenfels
Austria

Email: office@energetica-pv.com

Customers may also contact ENERGETICA via www.energetica-pv.com.

If ENERGETICA, as a gesture of good will, acknowledges the warranty claims without the Customer presenting the original sales documents and/or delivery notes, the date of manufacture of the Module or Modules shall be deemed to be the commencement of the warranty ("*Warranty Start Date*"). Late complaints or claims that are asserted or originate outside the warranty period are unenforceable. The return of the Module is possible only following prior written approval of ENERGETICA.

6. Force majeure

Any liability of ENERGETICA towards the Customer or any third party for non-performance or late performance of obligations, including under this Limited Warranty, shall be excluded insofar as such non-performance or delay is due to circumstances beyond ENERGETICA's control, such as acts of war, strikes, revolts, epidemics, unavailability of sufficient qualified workers, materials, capacities, technical failures and loss of income or any other unforeseeable event outside ENERGETICA's control ("*force majeure event*"), including but not limited to, technical and physical events or conditions that were not sufficiently known or understood at the time of sale of the Module or at the time of the claim.

7. Jurisdiction

The courts of law at Klagenfurt, Austria, shall have exclusive jurisdiction over all legal disputes concerning claims arising out of this Limited Warranty.

8. Applicable law

Austrian law shall apply exclusively, to the exclusion of its conflict-of-law rules and the UN Convention on the International Sale of Goods ("*CISG*"), even if the Customer is domiciled abroad.

ENERGETICA reserves the right to change the provisions, paragraphs and applications of this Limited Warranty, including without prior notice; however, such changes shall not apply retroactively.

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