

Warranty



SOLARDAY PHOTOVOLTAIC PANELS WARRANTY

Business Partner Srl (Infra "BP") produces and sells the SOLARDAY photovoltaic panels (the "Panels") of which it owns the trademark, providing the following:

DEFECT WARRANTY: BP warrants the Panels against material and manufacturing defects under the conditions contained in this warranty. The warranty is valid for a period of 20 years starting from the date of delivery of the Panels to the carrier/transporter responsible for delivery to the first client who purchased the Panels following the provisions of Article 11 of Legislative Decree 206 / 05 (the "Effective Date").

The buyer must notify BP in writing of any aesthetic defects within eight (8) days after having received the Panels. Any defects that have arisen must be immediately communicated to BP, which reserves the right to evaluate them at its discretion by verifying the exclusions referred to in this document.

Complaints due to the breakage of the glass of the Panels will be accepted solely if they are not caused by external causes but by the malfunctioning of components of the Panels.

WARRANTY FOR MINIMUM POWER SUPPLIED: Thanks to the climatic chamber tests carried out for sector certification, BP is in a position to guarantee for a period of up to 25 years from the Effective Date the percentage of minimum power supplied by the Panels compared to the minimum declared at the time of purchase.

For monocrystalline modules the linear guarantee is understood as explicit: given by definition a 3.5% decrease in the first year and subsequently 0.567% for each calendar year from the date of purchase of the Panels up to a minimum guaranteed performance level of 82.89% at end of the 25-year warranty.

For polycrystalline modules the linear guarantee is understood as explicit: given by definition a 2.5% decrease in the first year and subsequently 0.603% for each calendar year from the date of purchase of the Panels, up to a minimum guaranteed performance level of 83.02% at end of the 25-year warranty.

PARTNER PROGRAM: As part of the loyalty of its customers, Business Partner has studied a partner program that allows customers to receive a certificate called CUSTOMER PLUS according to the methods specified annually by the commercial area.

The "Partner Program" allows BP to guarantee the Panels against material and manufacturing defects for a period of 25 years starting from the date of delivery of the Panels to the carrier/transporter responsible for delivery to the first customer who purchased the Panels according to the provisions of Article 11 of Legislative Decree 206/05 (the "Effective Date").

For monocrystalline modules, the linear guarantee is understood as explicit: given by definition a 3.5% decrease in the first year and subsequently 0.567% for each calendar year from the purchase date of the Panels up to a minimum guaranteed performance level of 80.06% at the end 30-year warranty.

For polycrystalline modules the linear guarantee is understood as explicit: given by definition a 2.5% decrease in the first year and subsequently 0.603% for each calendar year from the date of purchase of the Panels, up to a minimum guaranteed performance level of 80.01% at end of the 30-year warranty.

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APPLICATION OF THE WARRANTY

BP, at its sole discretion, and limited to the Panels found to be defective, subject to the exclusions provided for in this document, may: reimburse the purchase price of the Panels; repair the defective Product free of charge; replace the defective Product or part of it free of charge with a newly manufactured product or an equivalent.

All costs of uninstallation, installation, and transport arising from said intervention will be borne by the purchaser. Removed Panels and replacement parts will become the property of BP upon replacement or removal.

The Warranty period as defined in this Document is neither extended nor renewed upon repair or replacement of the defective Product by BP. The duration of the warranty of the repaired or replaced Panels will be equivalent to the warranty period not yet used.

Under the terms of this Warranty, BP shall not be held liable for any special and/or incidental and/or consequential and/or indirect damage and/or damage to third parties (including loss of profits, damage to reputation and/or image and/or damage caused by delays and/or to third parties), regardless of whether the claim is based on contract or warranty, negligence or unconditional liability and/or result achieved or achievable. This exclusion applies to the extent permitted by law and even if the remedies provided for herein are deemed not to have been satisfactory for the Customer.

Any dispute on technical factors relating to complaints forwarded to BP for Guarantee of Defects will be resolved by an expert decision that were not resolvable with technical evidence. BP and the Buyer will appoint, at Buyer's expense, a licensed technician and/or accredited bodies as an independent appraiser and specialist. The findings of this Technical Expert will be final, mandatory, and enforceable in any procedure raised pursuant to this act. The Technical Expert acting as a specialist will give the parties a reasonable opportunity to present their claims and to respond to the claims of others to take into account those claims and counter-claims. The final opinion must be motivated in such a way as to leave a trace to both parties of the decision taken.

The validity of this Warranty, the interpretation of its terms and conditions, and the application of the Purchaser's and BP's rights and obligations are governed by Italian law, and the competent court is exclusively that of Milan (Italy).

WARRANTY EXCLUSIONS

This warranty, effective from deliveries after the date shown below, will be invalid and ineffective in the event of:

- 1) Improper use, accidental damage, normal deterioration, incorrect installation - conservation - maintenance - repair or alteration, or incorrect connection - commissioning of the Panels;
- 2) Failure to comply with the installation and assembly instructions such as, for example, the installation, use, and management manuals (to ensure the correct use and handling of the Panels, the buyer must consult the instructions, the catalog, and the brochure);
- 3) Installation and/or maintenance service by specialized technicians who are not qualified according to the instructions.

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- ding to the current legislation and/or the regulations applicable in the installation area;
- 4) Alteration or modification of the Panels or their main components, without the written authorization of BP (opening junction boxes, cutting cables and connectors, drilling the frame...);
 - 5) Failure to comply with BP maintenance recommendations and usage procedures;
 - 6) Removal, alteration, cancellation, or unrecognition of the serial number or label of the Panels;
 - 7) Installation of the Panels on mobile units, such as vehicles, ships, or off-shore structures;
 - 8) Lost revenues;
 - 9) Exposure to voltage levels above the maximum system voltage or voltage fluctuations;
 - 10) Discoloration or similar aesthetic effects;
 - 11) Events beyond BP's control such as force majeure events. Force majeure events include natural events, fire, accidental events, floods, war, terrorism, sabotage, or any other event, circumstance, or condition beyond BP's control;
 - 12) The guarantees indicated do not apply in the event of aesthetic defects that do not compromise the correct functioning of the Panels.

This document supersedes all other warranties, whether implicit or expressly granted by means of a declaration, promise, description, draft, sample, or otherwise.

Holder of the guarantee Any requests relating to the application of the guarantees must be sent to Business Partner Srl Via Antonio Meucci 67 20128 Milano (MI)

Signature and stamp

A blue ink handwritten signature is written over a blue ink stamp. The stamp contains the following text: "Business Partner Srl", "Via Antonio Meucci n. 67", "20128 Milano", and "C.F. e P. IVA 021583540180".