

SOLARDAY PHOTOVOLTAIC MODULES WARRANTY

Business Partner Srl (Infra "BP"), manufactures and markets the SolarDay photovoltaic modules (the "Modules") of which Business Partner is owner, offering the follow:

- ✓ **WARRANTY FOR DEFECTS:** BP guarantees Modules from material and manufacturing defects to the conditions stated in this warranty. The warranty is valid for a period of 25 years starting from Modules delivery date to vector / carrier responsible for delivery to the first client that bought the Modules in accordance with art.11 of D.Lgs 206/05 (the "Effective Date").

The buyer will have to notify in writing to BP any aesthetic defects within ten (10) days from Modules delivery. Any ulterior defects will have to be immediately forwarded to BP, which reserves the rights to examine them discretionally verifying exclusions referred to herein document.

Complaints due to broken glasses of the Modules will be accepted only if not caused by external causes but by components malfunctioning of Modules.

- ✓ **WARRANTY FOR MINIMUM SUPPLY POWER:** BP, thanks to climatic chamber tests done for sector certifications, it is in the positions to guarantee the percentage of minimum supply power provided by Modules compared to the minimum one declared at the time of purchase for a period of 30 years from effective date.

For monocrystalline modules the linear warranty is intended as follow: Given for defined a decrease of 2,5% in the first year and subsequently 0,50% for every calendar year from purchase date of Modules, until a level of minimum guaranteed performances of 79,98% at the end of 30 years warranty.

For polycrystalline modules the linear warranty is intended as follow: Given for defined a decrease of 2,5% in the first year and subsequently 0,50% for every calendar year from purchase date of Modules, until a level of minimum guaranteed performances of 80,1% at the end of 30 years warranty.

APPLICATION OF THE WARRANTY

BP, to its sole discretion, and limited to defected Modules, without prejudice to exclusion subject to this document, will be able to:

- ✓ Refund purchase price of Modules;
- ✓ Repair for free the defective product;
- ✓ Replace for free the defective product or part of it with a product of new production or equivalent.

All costs of uninstalling, installing and transportation resulting from this intervention will be charged to buyer. The Modules and replacement parts removed will become property of BP at the substitution or removal moment.

The warranty period as defined in the present Document is not intended, neither extended or renewed at the moment of repair or replace of the defective Product from BP. The length of warranty of repaired or replaced Modules will be equivalent to the warranty period not taken yet.

The warranty period as defined in the present Document is not intended as extended nor renewed at the moment of repairing or substituting the defective product from BP. The warranty length of repaired or substituted Modules will be equivalent to the warranty period not taken yet.

Under this present Warranty, BP will not be held responsible for particular, fortuitous or consequent damages (including loss of profits, reputation damages and damages caused by delays), regardless of that the request is based on the contract or warranty, on negligence or strict liability. Such exclusion is applied in the extent allowed by law, and even if it is believed that remedies provided for the present document are not satisfactory for the Customer.

Any dispute about technical factors related to claims forwarded to BP for Warranty for Defects will be resolved with a decision of an expert where not possible to solve with technical evidences. BP and Buyer will nominate, borne by Buyer, a qualified technician and/or accredited institutions as assessor and independent expert. Findings of the technical expert will be definitive, compulsory and executory in any procedure raised under this act.

The technical expert, acting as an expert, will grant the parties a reasonable opportunity to present its allegations and to answer to others allegations in order to take in considerations such statements and versus-statements. The final opinion will need to be motivated in order to leave trail of the taken decision to both parties.

The validity of the present Warranty, interpretation of its terms and conditions, and application of rights and duties of Buyer and BP, are regulated by Italian law, and the competent court is exclusively the Milan (Italy) one.

WARRANTY EXCLUSIONS

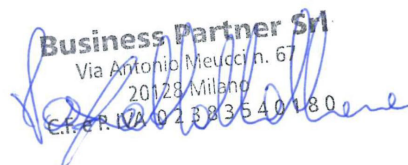
The present warranty, active from deliveries following date on the bottom, will be invalid and ineffective in case of:

- 1) Improper use, accidental damage, normal deterioration, wrong installation – storage – maintenance – repair or rather alteration, or wrong connection – Modules commissioning;
- 2) Failure to comply with installation and mounting instructions, for example, instruction manual, use and management (in order to assure Modules proper use and handling the buyer will have to consult instructions, catalogue and brochure).
- 3) Installation service and/or maintenance by technical specialist that are not qualified for current laws and/or laws applicable in the installation area.
- 4) Alteration or modification of Modules or its main components, without written authorization by BP (Junction Box opening, cables and connectors cutting, frame puncture..)
- 5) Non observance of maintenance recommendations and use procedure by BP.
- 6) Removal, alteration, cancellation or provoked a not-recognizability of serial number or Modules label;
- 7) Modules installation on mobile units, like vehicles, ships or off-shore structures
- 8) Exposition to voltage levels higher than system maximum tension or power surges.
- 9) Discoloration or similar aesthetic effects
- 10) Events out of BP control as, for example, events force majeure. The events of force majeure include natural events, fire, accidental events, floods, war, terrorism, sabotage or any other event, circumstances or conditions out of BP control. The indicated warranties are not available in case of aesthetic defects that won't compromise the correct Modules operation.

The present document substitutes every other warranty, whether implicit or specifically granted by declaration, promise, description, draft, sample or in any other method.

Warranty Holder Any requests related to the application of the guarantees must be sent to : Business Partner S.r.l. Via Antonio Meucci 67 20128 Milano (MI)

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