

### PRODUCT AND PERFORMANCE WARRANTY

FUTURASUN S.R.L with the registered office in Cittadella (PD) Italy, Riva Pasubio N° 14, VAT number IT 04635940283, (hereinafter "FUTURASUN"), hereby warrants to the Purchaser that the

<b>FU XXX P / PV</b>	<b>FU XXX M ZEBRA</b>
<b>FU XXX M / MV</b>	<b>FU XXX M ZEBRA Pro</b>
<b>FU XXX M / MV Next</b>	<b>FU XXX M / MV Silk® Pro Duetto</b>
<b>FU XXX M / MV Next Pro</b>	<b>FU XXX MV Silk® Plus Duetto</b>
<b>FU XXX M / MV Silk® Pro</b>	<b>FU XXX MV Silk® Premium Max Duetto</b>
<b>FU XXX M / MV Silk® Plus</b>	<b>FU XXX MVzzz Velvet Pro</b>
<b>FU XXX M / MV Silk® Premium</b>	<b>FU XXX MVzzz Velvet Premium Max</b>
<b>FU XXX M / MV Silk® Premium Max</b>	

photovoltaic modules (hereinafter the "PV Modules") with its brand, are factory-new and have been made in compliance with the applicable technical specifications and regulations.

#### 1. PRODUCT WARRANTY

FUTURASUN warrants that the PV Modules shall be free in all material aspects from defects in materials and workmanship under normal use, as may be specified in applicable technical documentation or in statements supplied with the order confirmation.

The duration of this warranty is fifteen (15) years from the date of purchase and only the product series FU XXX M ZEBRA Pro is twenty-five (25) years from the date of purchase.

If there are any defect or fault affecting the functional use of the PV Modules, FUTURASUN, only after confirming such defect or fault, will, at its option, 1) either replace or 2) repair (partially and/or totally) the flawed Modules or 3) refund their price that will be equal to FUTURASUN's original sales price deducting the depreciation of the PV Modules. Such depreciation will be (i) equal to 9% / annum if the defect is confirmed within the first twelve (12) years (ii) equal to 4% annum, if the defect is confirmed after the first twelve (12) years (means a depreciation of 9% / annum for the first twelve (12) years and of 4% / annum for the following years up to fifteen (15) years or twenty five (25) years, as the case may be) All direct and indirect costs including but not limited to troubleshooting, transportation, removal, disposal and reinstallation of the PV Modules, will be covered by the Purchaser.

#### 2. PERFORMANCE WARRANTY

FUTURASUN warranties that the minimum power output of the PV Modules with its brand, is calculated by summing the linear power losses starting from the second year (the so called "Linear Warranty"), but not less than the values below:

Module series	Minimum guaranteed power during first (1 <sup>st</sup> ) year	Yearly Linear Warranty power loss starting from the second 2 <sup>nd</sup> year	Guaranteed power within the twentieth (20 <sup>th</sup> ) year	Guaranteed power within the twenty-fifth (25 <sup>th</sup> ) year
FU XXX P / PV	97%	0.5%	90%	87%
FU XXX M / MV				
FU XXX M / MV Next				
FU XXX M / MV Next Pro				

Module series	Minimum guaranteed power during first (1 <sup>st</sup> ) year	Yearly Linear Warranty power loss starting from the second 2 <sup>nd</sup> year	Guaranteed power within the twentieth (20 <sup>th</sup> ) year	Guaranteed power within the twenty-fifth (25 <sup>th</sup> ) year
FU XXX M / MV Silk® Pro	97%	0.5%	90%	87%
FU XXX M / MV Silk® Plus				
FU XXX M / MV Silk® Premium				



Module series	Minimum guaranteed power during first (1 <sup>st</sup> ) year	Yearly Linear Warranty power loss starting from the second 2 <sup>nd</sup> year	Guaranteed power within the twentieth (20 <sup>th</sup> ) year	Guaranteed power within the twenty-fifth (25 <sup>th</sup> ) year
FU XXX M ZEBRA	99%	0.4%	91%	89%
FU XXX M ZEBRA Pro	99%	0.25%	94%	93%

Module series	Minimum guaranteed power during first (1 <sup>st</sup> ) year	Yearly Linear Warranty power loss starting from the second 2 <sup>nd</sup> year	Guaranteed power within the twentieth (20 <sup>th</sup> ) year	Guaranteed power within the thirty (30 <sup>th</sup> ) year
FU XXX M/ MV Silk® Pro Duetto	97%	0.5%	90%	85%
FU XXX MV Silk® Plus Duetto				
FU XXX MV Silk® Premium Max Duetto				

Module series	Minimum guaranteed power during first (1 <sup>st</sup> ) year	Yearly Linear Warranty power loss starting from the second 2 <sup>nd</sup> year	Guaranteed power within the twentieth (20 <sup>th</sup> ) year	Guaranteed power within the thirty (30 <sup>th</sup> ) year
FU XXX MVzzz Velvet Pro	99%	0.4%	91%	88%
FU XXX MVzzz Velvet Premium Max				

The reference value is the nominal Pmax as specified by FUTURASUN in the datasheets, considering the stated measuring tolerance.

The nominal power output is determined, in compliance with the international requirements of IEC 60904, under Standard Test Conditions (STC): insolation of 1000 W/m<sup>2</sup>, cell temperature of 25 °C and AM of 1.5.

If within the applicable warranty period of twenty-five (25) years or thirty (30) years, as the case may be, the product should have the power output less than the minimum power specified above FUTURASUN, in case of confirmation of such power reduction, at its option will compensate by either:

- providing to the Purchaser additional PV Modules of power, type and dimensions available at the time of the claim, to make up the total wattage loss or the differences to the guaranteed power output.
- by repairing or replacing the defective PV Modules with the new ones, of power, type and dimensions available at the time of the claim
- or by providing monetary compensation to the Purchaser, that will be equal to FUTURASUN's original sales price deducting the depreciation of the PV Modules. Such depreciation will be calculated equal to 9%/annum, if the power reduction is confirmed within the first twelve (12) years, and equal to 4% annum if the power reduction is confirmed after the first twelve (12) years (means a depreciation of 9 % / annum for the first twelve (12) years and 4% / annum for the following years up to twenty-five (25) years or thirty (30) years, as the case may be).

Any repair or replacement of PV Modules shall not increase the duration of the Product and Performance warranty period.

In case of replacement of a PV Module, FUTURASUN will have the right to ask the Purchaser to return the replaced PV module to FUTURASUN and only upon such inquiry the module will become property of FUTURASUN. Any costs associated with transportation, removal and reinstallation of PV Modules, will be covered by the Purchaser.

### 3. EXCEPTIONS

The Product Warranty and/or Performance Warranty does not apply in the following cases:

- a) Negligence in use and/or abuse and/or wrong use and/or misuse and/or alteration of the PV Modules.
- b) Improper connection and/or installation and/or removal and/or maintenance of the PV Modules.
- c) Repair or modification of the PV Modules by someone else different from a servicer not approved in writing by FUTURASUN.
- d) If the defect or the reduced power is due to an event outside FUTURASUN control.
- e) If the PV Modules are not used according to their intended purpose or exhibit any sign of excessive wear and tear or external damage not reconcilable with normal use.
- f) The non-observance of the applicable regulations or instructions provided by FUTURASUN with regard to installation, use or maintenance of the PV Modules.
- g) Inappropriate packaging and/or transportation of the PV Modules, when the delivery is not performed by FUTURASUN.



- h) Spots, external scratches or aesthetic defects in appearance including chromatic variations in the photovoltaic cell and/or photovoltaic module.
- i) Expiration of the warranty, lack of evidence of the purchase or delivery.
- j) Events relative to weather, environment and human actions, outside the normal operating conditions of the PV Modules.
- k) Alteration of serial numbers and identification labels of the applicable PV Modules.
- l) Exposure to fumes, chemical agents or environment, detergents or any products or materials that could reduce the functioning or the guaranteed power output of the PV Modules.
- m) Any power loss or damage caused by components not supplied by FUTURASUN.
- n) If FUTURASUN is not allowed to verify the claimed decrease of power output with the help of its measuring devices, under standard test conditions (STC), used in the PV industry and/or if FUTURASUN is not given access to the installed monitoring system portal of the plant the claimed modules are installed into, if available
- o) If the PV Modules have been removed, transferred or reinstalled, except for the repair.
- p) If the data submitted to FUTURASUN supporting the claim is inaccurate, unrelated to the specific claimed event or forged.
- q) If the Purchaser is in breach of any contract stipulated with FUTURASUN.

#### **4. CLAIM VERIFICATION AND REMEDIATION PROCESS**

The warranties set forth herein apply under the following conditions:

- a) Any claims must be submitted, on risk of forfeiture, in writing to FUTURASUN within fifteen (15) days from the date when a defect or non-conformity was discovered, or within and not later than five (5) days from the expiration of the Product warranty or the Performance warranty.
- b) The date of purchase of the original PV Modules establishes the starting point of the applicable warranty period, also in case FUTURASUN has repaired, replaced, or supplied PV Modules in addition to those originally purchased.
- c) Any claims must be submitted through recorded delivery and include the original invoice, the delivery note proving the date of purchase of the PV Modules and the series number of every PV Module.
- d) The warranty claim will only be examined (and in case of acceptance, confirmed) if the customer provides sufficient documentary evidence to fully demonstrate that the only cause of the fault or non-conformity in the modules is a breach of the Product Warranty and/or the Performance Warranty.

The Purchaser will refund to FUTURASUN the expenses incurred during the verification of the existence of the claimed defects on PV Modules, including expenses for the work of technical experts, unless the claim under the warranty has been accepted. The return of PV Modules will not be accepted unless prior written authorization has been given by FUTURASUN.

#### **5. FORCE MAJEURE**

FUTURASUN shall not be responsible or liable in any way to the Purchaser or any third-party arising from any non-performance or delay in performance of any terms and conditions of the Product Warranty and of the Performance Warranty due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of FUTURASUN.

In such cases, performance (but not duration) by FUTURASUN of the Product Warranty and of the Performance Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

#### **6. SOLE REMEDY AND LIMITATION OF WARRANTY**

The obligations of FUTURASUN regulated by this Product and Performance Warranty conditions are the sole and exclusive remedies of the Purchaser in case of PV Module's defects or power reduction. These Product and Performance Warranty conditions are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of FUTURASUN.

FUTURASUN shall have no responsibility or liability whatsoever for damage or injury to persons or property or for other loss or injury resulting from any cause whatsoever arising out of or related to the PV Modules, including, without limitation, any defects in the PV Modules or from use or installation.



Under no circumstances FUTURASUN shall be liable for incidental, consequential or special damages, howsoever caused. Stop of the machinery, of the plant or of the production premises, loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded.

In case the claim under the Product Warranty or the Performance Warranty above has been accepted, the Purchaser acknowledges that FUTURASUN's liability shall not exceed the purchase price paid for the PV Modules that gave rise to the claim.

The repair or replacement of the PV Modules or the supply of additional PV Modules or any monetary compensation paid will not cause the beginning of new warranty terms.

## **7. GENERAL PROVISIONS**

The present Product and Performance Warranty is governed by the Italian law with the express exclusion of the UN Convention on contracts of international sales of goods (Vienna, 1980).

Any dispute concerning the said sales agreement, its execution and its interpretation, will be submitted to the exclusive jurisdiction of the Court of Padua (Italy).

If a part, provision or clause of this Product Warranty and Performance Warranty is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses and to this end such other parts, provisions, clauses or applications shall be treated as severable.

The present Product and Performance Warranty is written in Italian and English. In case of discrepancy in the translation, the Italian version will prevail.

FuturaSun S.r.l.

