SOLITEK SOLID PHOTOVOLTAIC MODULE LIMITED WARRANTY TERMS

Last updated 2024-09-11

1. Definitions

Manufacturer - Soli Tek Cells UAB, a company organized and existing under the laws of the Republic of Lithuania, with its head office located at Mokslininkų str. 6A, Vilnius, LT-08412, Lithuania, company code 302427915, telephone no.:+370 5 263 8774, e-mail: info@solitek.eu;

Sales representative – authorized Partner, Distributor appointed by Manufacturer and/or the authorized Seller having the right to sell the Product and appointed by Distributor;

Product – SoliTek SOLID series Photovoltaics PV module (s) Manufactured and sold directly or through Sales representatives;

Customer – natural or legal person who have purchased the Products directly from Manufacturer or from the authorized Sales representative of Manufacturer.

2. General

This warranty is provided by Manufacturer to the final Customer. Warranties are granted only to the final Customer. Warranties do not apply to Sales representatives, and installation companies or second-hand purchasers of the Product. Warranties can be applied to Sales representatives in the case they act as the final Consumer that puts the Product into use. The warranties are valid within the European countries.

3. 30 years product warranty

Manufacturer warrants to the Customer that the Product shall be free from defects in materials and workmanship under normal application, use and service conditions during the period beginning on the earlier of the date the Product was purchased by the Customer, but not later

than 12 (twelve) months after the date of manufacture (the "Warranty Start Date") and ending 30 (thirty) years after such Warranty Start Date. If Product fails to conform to this Limited Product Warranty during this thirty-year period under normal application, installation, use and service conditions, Manufacturer will, at its reasonable option, either (a) repair or replace the defective Product to the Customer for replacement Product or parts, or (b) provide the Customer with a refund equal to the current market price of a comparable Product at the time of the Customer's claim. Defects do not include changes in appearance or normal wear and tear of the Product after the Product is installed. This "30-year Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under Section 4 hereinafter ("30-year Linear Performance Warranty").

4. 30 years linear performance warranty

Manufacturer warrants that for a warranty period of 30 years the actual power output of the Product will be no less than:

- For mono-crystalline silicon modules - 98% of the name plate power during 1st year. The maximum annual power degradation can be up to 0.379% in each of the remaining 29 years, so that during 30th year at least 87% of the nameplate power as specified on the Product will be achieved.
- For bifacial P-type mono-crystalline silicon modules - 98% of the name plate power during 1st year. The maximum annual power degradation can be up to 0.379% in each of the remaining 29 years, so that during 30th year at least 87% of the nameplate power as specified on the Product will be achieved.
- For bifacial N-type monocrystalline silicon modules - 99% of the name plate power during 1st year. The maximum annual power degradation can be up to 0.31% in each of the remaining 29 years, so that during 30th year at least 90% of the nameplate power as specified on the Product will be achieved.

The power output values shall be those measured under standard test conditions as follows: (a) light spectrum of AM 1.5; (b) an irradiation of 1000 W per m² and; (c) a cell temperature of 25 degrees centigrade. If Product does not meet the warranted power output levels set out above when measured by Manufacturer or by a Manufacturer recognized and approved third-party testing institutes under standard test conditions (IEC 61215) taking into account minus tolerance range of 5%, Manufacturer will, at its sole and absolute discretion, either (i) repair the Product; (ii) supplement such deficiency in power by either: (a) providing additional Product to the Customer, or (b) replacing Product; or (iii) refund the difference between guaranteed

minimal power output and actual power output (measured under Standard Test Conditions) multiplied by the current market price of Product or a comparable model at the time of the Customer's claim.

5. Assertion of claims

The assertion of claims under this Limited Warranty presupposes that the Customer has (i) informed Sales representative of the Product in writing of the alleged claim, or that; (ii) this written notification has been sent directly to address listed in Clause 1 in the event that Sales representative no longer exists (e.g. due to discontinuance of business or bankruptcy).

The law of the Republic of Lithuania is applied to this Warranty.

6. Performance of the warranty services

In all cases Manufacturer shall have the choice as to how warranty claims are settled. Manufacturer may use the services of a customer service unit or a service partner for this purpose. The Manufacturer is entitled to decide whether to send a representative to investigate the alleged claims on site. In the event that the Manufacturer decides to send a representative to the product installation site for verification, the Customer shall actively cooperate for such investigation. If the Customer refuses the Manufacturer to enter the site for investigation without a proper and appropriate reason, the Manufacturer has the right to extend the claim process until necessary evidence is provided;

Manufacturer shall only accept liability under the Performance Warranty if the performance parameters measured in the STCs (Standard Test Conditions) are not achieved.

Manufacturer will review and evaluate alleged claims after receipt of the claim and full information as stipulated herein. If the Manufacturer at its sole discretion considers it necessary, the Manufacturer can request the Product be shipped back to the Manufacturer for testing, in which case, the Manufacturer will provide the Customer with a Return Merchandise Authorization ("RMA") form and process. In the absence of such RMA, any returned Product will not be accepted by the Manufacturer. In the event the Customer returns the Product without written agreement of the Manufacturer, the risks (including but not limited to damage and loss of the Product) and expenses related to the Product shall be borne by the Customer. Subject to the approval of the Manufacturer's technical service department, the necessary and

documented shipping costs related to the Limited Product Warranty will be compensated by the Manufacturer to the Customer. If during the warranty a replacement takes place, the ownership of the Product passes to Manufacturer.

If the Customer requires the concerned Product to be sent to an independent third-party testing agency for test (the lab must be approved by both parties), the Customer will pay for the reasonable costs incurred by such test in advance. If the test results from the third-party testing agency determines that the existence of a Product failure and the cause of such failure lies with the Manufacturer, then the reasonable and direct and documented costs incurred due to such test can be passed on to the Manufacturer, including shipping freight, transportation insurance, and laboratory testing costs, etc.

If Manufacturer supplies replacement or additional Product on the basis of these warranty terms and conditions, the replacement or additional Product may be of a similar or equivalent type from the Product range available at the time of the claim as long as they are suitable for the intended purpose and if the original Product type is no longer available. In the event of glass breakage a static calculation to verify the substructure is an additional prerequisite for exercising a claim under the warranty.

For newly supplied or repaired Product, only the remaining time of the original warranty period shall apply.

7. Exclusion of the product and performance warranty

Irrespective of contributory root causes, this warranty does not cover the following cases:

- incorrect usage, modifications of the Product, transportation or incorrect handling (cf. information set out in the relevant added Product information installation instructions);
- errors relating installation, use, e. g. through breach of installation, operating manual or local regulations incorrect static, etc.;
- incorrect system configuration, e. g. installation of mutually incompatible Products as well as inadequate system design, particularly incompatible inverter;
- incorrect or inadequate servicing or maintenance work (cf. information set out in the relevant added Product information);
- damages caused by environmental sources, such as pollution of any kind as well as fire, explosion, smoke or charring;

- cracking of the glass surface due to external shock from flying objects or external stress.
- damages caused by acts of nature (which are outside the normal operating conditions of the PV modules), especially lightning, hail, frost, snow, storms etc. or damages caused by acts of violence, vandalism, misuse, abuse, accident, etc.;
- damages to the photovoltaic system in which Product is installed, or caused by factors such as voltage fluctuations, power peaks, excess voltage, power failure etc.;
- scratches, marks, mechanical wear, rust, mould, degradation, discoloration and other changes which occur after the delivery of Product but which do not result in any adverse effect on the mechanical stability of the product or a reduction of performance which exceeds the levels set out in the performance warranty;
- The serial number or Product label has been removed, changed, deleted or made unrecognizable or if it is no longer clearly distinguishable for other reasons beyond Manufacturer's control and therefore it is not possible to conclusively identify the Product;
- The warranty does not apply when Product have been installed on unqualified building (-s) (including but not limited to - unauthorized construction, illegal contract, building works, construction works carried out by unqualified individuals, work done in violation of safety and other laws, etc.);
- This warranty does not apply for Product which is used on mobile carriers such as motor vehicles or ships. The same applies to the usage of Product in high snow loads where the conditions of use exceed the specifications set out in the relevant Product information.

8. OTHER LIMITATIONS AND CONDITIONS

The remedies set forth in this Limited Warranty shall be the sole and exclusive remedies provided under the standard warranty, unless otherwise agreed by Manufacturer in writing.

The Products must be installed according to the Product's mounting instructions, otherwise this warranty will be void. The Limited Warranty set forth herein do not apply to any Product which in Manufacturer's sole judgment has been subjected to cases listed in Section 7. Cosmetic defects stemming from normal wear and tear of Products are not covered by the Limited Warranty.

Manufacturer shall have no responsibility or liability whatsoever for loss of profit or revenue, loss of data, cost of capital, down-time costs, costs of substitute goods, 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 Products, including, without limitation, any defects in the Product, or from use or installation.

Please note that this Limited Warranty does not cover, nor will the Warrantor reimburse, any on-site labor or other costs incurred in connection with the de-installation or removal of defective Products, transport or the re-installation of replaced or repaired Products or any components.

9. Severability

If a part, provision or section of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of the Limited Warranty shall be treated as severable.

10. Applicable law and dispute settlement

This Limited Warranty shall be governed by and interpreted under the laws of Republic of Lithuania.

All disputes arising out of or in connection with this Limited Warranty, unless amicably settled between the parties, shall be settled by the competent courts of Lithuania, to which the Parties hereby grant with an exclusive jurisdiction. Provided that there is any inconsistency between the sale's contracts to which this Limited Warranty is attached and this article, the terms and conditions of the sales contract shall prevail.

This document constitutes part of the General Terms and Conditions and/or the signed contract.

11. Validity

These Limited Warranty terms are valid from September 11th, 2024 and shall apply to all PV Module(s) sold to a Customer on or after this date.

This Warranty becomes valid immediately after PV panels provision to the customer.