

## STANDARD LIMITED GUARANTEE FOR PHOTOVOLTAIC MODULES

BISOL photovoltaic modules (hereinafter referred to as Products) manufactured by BISOL Production, Ltd. (hereinafter referred to as BISOL), are produced in accordance with the highest industry standards to offer the best value for the customer. BISOL's continued commitment to quality is reflected in every aspect of BISOL Products manufacturing leading to longer service-life and higher energy yields. BISOL assumes that use in accordance with this Standard Limited Guarantee will maintain the function of the Products (hereinafter referred to as Functional or respectively Product Capability) as well as maintain the electrical performance of the Products (hereinafter referred to as Electrical Performance). As a result of BISOL's strong focus on quality of its Products and comprehensive tests performed on the Products, BISOL grants to the end-user of the Products (i.e. legal or natural person who has legitimately purchased the Products and put them correctly into operation for the first time or legal or natural person who has legitimately purchased the Products from such an end-user without any modifications) a 15-year Limited Product Functional Capability Guarantee and a 25-year Limited Linear Electrical Performance Guarantee or respectively 25-year Supreme™ Guarantee, subject to the following conditions:

### I. 15-year Limited Product Functional Capability Guarantee (Product Guarantee)

1. BISOL guarantees Product Guarantee over a period of fifteen (15) years starting with the purchase date of the Products and guarantees that the Products:

- will not suffer from any mechanical adverse effects, which would reasonably limit the mechanical properties of the Products (this is under the condition that the Products are correctly installed and used in accordance with regulations and all relevant professional standards, as well as in accordance with the installation instructions enclosed to the Products or respectively published on BISOL's official website [www.bisol.com](http://www.bisol.com);
- with cables and connector plugs will remain safe and operational, unless they are installed unprofessionally and/or are permanently positioned in water or in high moisture environment. However, damage to the cables and connectors, which is caused by abrasion on a rough surface owing to insufficient fixing or owing to

unprotected laying of the cables over sharp edges, is excluded from this guarantee. Any damage caused by animals (e.g., rodent bites, birds and insects) or which occurs due to expiry of consumable components (e.g., diodes) is exempted as well.

The visual appearance of the Products as well as any scratches, stains, mechanical wear, rust, mould, optical deterioration, discoloration, naturally occurring oxidation and other changes do not represent defects, insofar as the change in visual appearance does not lead to deterioration in the Functional or respectively Product Capability of the Products. A claim in the event of glass breakage arises only to the extent that there was no external influence on the glass, including all influences on the Products' frame (e.g., improper installation, hitting or dropping the Product on the frame etc.).

2. If during the guarantee period the Products exhibit one of the above-mentioned defects and this has an effect on the Functional or respectively Product Capability of the Products, BISOL will, at its own discretion, repair the defective Products, supply replacement Products or compensate the end-user with compensation in the amount of non-amortized value of the Products in guarantee period.

### II. 25-year Limited Linear Electrical Performance Guarantee (Electrical Performance Guarantee)

1. BISOL guarantees Electrical Performance Guarantee that during the initial year from the date of purchase, the Measured Output of the Products will amount to at least 97% of the Effective Output. The Effective Output is defined as the lowest power output of the specific nominal power class of the Products determined in accordance with the Product specification. Over the following 24 years, starting with the beginning of each year from the date of purchase, the annual decrease in the Measured Output of the Products will be no higher than 0.50%. By the end of the 25<sup>th</sup> year from the purchase of the Product, the Measured Output of at least 85% of the Effective Output is guaranteed. For Products installed in the desert, marine, tropical or equatorial environments, BISOL guarantees that during the initial year from the date of purchase, the Measured Output of the Products will amount to at least 97% of the Effective Output, while over the following 14 years, starting with the beginning of each year from the date of purchase, the

annual decrease in the Measured Output of the Products will be no higher than 0.857%. By the end of the 15<sup>th</sup> year from the purchase of the Product, the Measured Output of at least 85% of the Effective Output is guaranteed.

2. In the event of a negative deviation of the Measured Output from the guaranteed Effective Output determined above, BISOL will, at its own discretion, either supply replacement or additional Products to compensate for the total loss of power, or carry out the necessary repair measures, or grant a financial compensation in the amount of non-amortized value of the Products in guarantee period. No compensation is owed or given for loss of income, profits or any other potential losses.

3. BISOL may supply used or repaired Products as replacements. There is no entitlement for the receipt of new Products, however they may be provided at BISOL's own discretion.

### III. 25-year Supreme™ Guarantee<sup>1</sup>

1. BISOL guarantees Functional or respectively Product Capability of the Products over a period of twenty-five (25) years starting with the purchase date of the Products and guarantees mutatis mutandis as determined in paragraph I.

2. BISOL guarantees Electrical Performance of the Products that during twenty-five (25) years from the date of purchase, the Measured Output of the Products will amount 100% of the Effective Output. The Effective Output is defined as the lowest power output of the specific nominal power class of the Products determined in accordance with the Product specification. In the event of a negative deviation of the Measured Output from the guaranteed Effective Output determined above, BISOL will proceed mutatis mutandis as determined in paragraph II.

### IV. Further conditions of entitlement

1. The period of the Product Guarantee and the Electrical Performance Guarantee or respectively the Supreme™ Guarantee is determined in paragraphs I., II. and III. and starts on the day of the initial purchase of the Products from BISOL. The guarantee period will not be extended under any circumstances, even in the event of repair or replacement of the Products, unless BISOL determines

differently in writing. Ownership of all replaced Products will pass on to BISOL automatically.

2. BISOL does not give guarantee for Products which have not been paid in full to BISOL. It is therefore a responsibility of the party claiming the guarantee to make sure that the Products have been fully paid for. If in doubt, the end user can ask BISOL upon payment of administrative costs to check and confirm the payment status.

3. In the event of the Electrical Performance Guarantee claim the Effective Output and Measured Output of the Products will be measured using standard test conditions specified in the IEC 60904 standard. The decisive measurement of power output must be carried out by BISOL in-house measurements or alternatively, by BISOL approved measuring laboratory (the assessment of measurement tolerances is undertaken in accordance with EN 50380 standard). Electrical Performance Guarantee claim can also be denied on the grounds of mechanical adverse effects on the Products.

4. Transport costs are not covered by any of the guarantees determined in paragraphs I., II. and III., or otherwise in particular, but are not limited to the return of the Products to the production facility or to any other measuring facility or to a new delivery of repaired or replacement Products. The return of the Products to BISOL is permitted strictly after a written consent has been obtained from BISOL. The guarantees do not cover any costs related to testing, removal or installation of the Products, as well as any other expenditures incurred by the seller, installer, end-user or any other person. Any other potential costs incurred in connection with the Products are also excluded from this guarantee.

5. This guarantee is effective from the date of the initial purchase of the Products from BISOL, insofar as they were produced and delivered after February 1, 2022.

6. BISOL reserves the right to adjust the guarantees described in this document (Standard Limited Guarantee) at any time. However, any product purchases which have been concluded prior to the modification of this document remain unaffected by this clause. The most recent version of the Standard Limited Guarantee is published on BISOL's official website [www.bisol.com](http://www.bisol.com).

<sup>1</sup> Apply exclusively to BISOL Supreme™ photovoltaic modules.

## V. Assertion of claims

The assertion of the services specified in paragraphs I., II. and III. requires the end-user (1) to inform the authorized seller of the Products of the alleged defect in writing, or (2) if the seller no longer exists (e.g., due to business termination), to send a written notification of claim directly to BISOL to the address mentioned in the latest version of the Standard Limited Guarantee.

Any notification of defects must be sent in a standard form provided by BISOL that came with Products or respectively is published on BISOL's official website [www.bisol.com](http://www.bisol.com), together with the original sales receipt proving the time of purchase, information about the serial numbers, high-resolution pictures of the defect and entire surface of the Product. The notification of alleged defect must be sent within 15 days from the moment when a defect in material and/or workmanship is first noticed. In any case the notification of the alleged defect must be sent within 45 days of its occurrence. The burden of proof of the occurrence of the alleged defect and its circumstances is in domain of the end-user. At the written request of BISOL, the end-user must submit the Products for inspection and analysis to BISOL in order to make the necessary measurements and to fully determine the actual status of the alleged defect on the Products. Otherwise, the guarantee does not apply.

## VI. Use in accordance with this Standard Limited Guarantee

1. The entitlements referred to in paragraphs I., II. and III. shall be granted only if the Products are used, operated, and installed in a proper way. BISOL is therefore not obliged to offer any of the above specified services, if the defects of the Products do not clearly and exclusively originate from the Products themselves; e.g., in the following cases: 1) errors, delays, and omissions on the part of the end-client or on the part of the installer in observing the assembly, operational, and maintenance instructions or information, if these lead to defects and/or loss of performance of the Products; 2) exchange, repair or modification of the Products, if these are not done in a proper and professional way; 3) incorrect use of the Products; 4) vandalism, destruction through external influences, and/or by persons or animals; 5) incorrect storage or inappropriate transport before installation, if these lead to defects and/or a reduction of performance of the Products; 6) damage to the end-user's solar system or incompatibility of the end-user's solar system equipment with the Products, if these lead to defects and/or a reduction in performance of the Products; 7) use

of the Products on movable property or mobile units such as vehicles or ships; 8) influences such as dirt or contamination on the face-plate, contamination or damage by smoke, extraordinary salt contamination, or other chemicals; 9) force majeure such as, but not limited to, flooding, fire, explosions, rock-falls, direct or indirect lightning strikes, or other extreme weather conditions such as hail, hurricanes, whirlwinds, sandstorms or any other circumstances outside the control of BISOL.

2. The entitlements referred to in paragraphs I., II. and III. will not be granted, if and as soon as the manufacturer's labels or serial numbers on the Products have been changed, deleted, peeled off or made unrecognizable.

## VII. Exclusion of guarantee

All stated guarantees under points I., II. and III. are valid under the condition that the Products are correctly installed and used in accordance with regulations and all relevant professional standards, as well as in accordance with the installation instructions enclosed to the Products or respectively published on BISOL's official website [www.bisol.com](http://www.bisol.com). Otherwise, the stated guarantees are not valid or respectively are excluded.

The remedies set forth in this Standard Limited Guarantee are the exclusive remedies available to the end-user of the Products, except remedies as set forth in applicable Slovenian legislation. BISOL is not liable for any damage, injury or loss arising out of or related to the Products, unless BISOL determines differently in writing.

## VIII. Contacts

To receive services under this Standard Limited Guarantee, please contact the authorized seller/dealer of the Products or contact BISOL directly at one of the following addresses: Latkova vas 59a, 3312 Prebold, Slovenia; e-mail: [guarantee@bisol.com](mailto:guarantee@bisol.com); phone: +386 (0)3 703 22 50; fax: +386 (0)3 703 22 63.

## IX. Choice of law

This Standard Limited Guarantee, including without limitation the rights and responsibilities granted hereunder, shall be governed and construed as they read and in accordance with the laws of the Republic of Slovenia, excluding the United Nations Convention on Contracts for the International Sale of Goods as well as the conflict of law rules on International Private Law.

In addition to the General Sales Terms and Conditions for Supply of Goods and Services (GSTC), which are published

on website [www.bisol.com](http://www.bisol.com), apply mutatis mutandis to all business scenarios and transactions.

Any and all disputes arising out of or in connection with this Standard Limited Guarantee shall be finally settled by Slovene courts, where Slovenian law applies.

#### **X. Validity**

This Standard Limited Guarantee applies for series and types of Products that refer to this Standard Limited Guarantee in Product specifications enclosed to Products or published on the official website ([www.bisol.com](http://www.bisol.com)).

#### **XI. Final provisions**

In case any provisions of this Standard Limited Guarantee are wholly or partly invalid or unenforceable, such provisions shall be modified to the minimum extent required for the rest of this Standard Limited Guarantee to continue in full force and effect.

Prebold, 1<sup>st</sup> February 2022

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