

STANDARD WARRANTY STATEMENT



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INGECON SUN STANDARD PRODUCTS

Ingeteam S.r.l. subsidiary of Ingeteam Power Technology S.A. (Hereinafter INGETEAM), a company that manufactures power & control electronics for renewable energy generation systems, with registered office for this purpose at Avenida Ciudad de la Innovación, 13, 31621 Sarriena, Navarra (Spain), warrants that the INGECON® SUN and INGECON® SUN STORAGE products do comply with the applicable technical requirements and quality standards and that those products are new. INGETEAM warrants the quality and performance of its INGECON® SUN and INGECON® SUN STORAGE standard products under the following terms and conditions:

PRODUCT WARRANTY

WARRANTY TERMS AND CONDITIONS

1) Warranty against workmanship or materials

INGETEAM guarantees for a period since the product is shipped from factory (Ex-Works INGETEAM) or for the products indicated with * in the following table starting from the manufacturing date shown in the serial number of the product itself, that the products are free from any defects related to the components or the manufacturing process, which may prevent the normal operation under proper conditions of use, installation and maintenance.

Warranty periods:

INGECON SUN PRODUCT	STANDARD WARRANTY PERIOD [No. of years]
INGECON SUN 1Play	5
INGECON SUN 3Play	5
INGECON SUN Power M/X/B	5
INGECON SUN 3Power C	5
INGECON SUN StringControl	5
INGECON SUN STORAGE 1Play	5
INGECON SUN STORAGE 3Play from 10 to 30TL	10
INGECON SUN STORAGE 3Play 350TL	5
INGECON SUN STORAGE Power B	5
INGECON SUN STORAGE 3Power C	5
INGECON SUN STORAGE Power DC-DC	5
INGECON SUN Plant Controller (PPC)	3
INGECON SUN SCADA	3
INGECON SUN STORAGE ALL-IN-ONE *	10
INGECON SUN BATTERY MODULE/HV BOX ISSB 72HV *	10
INGECON SUN BATTERY MODULE/HV BOX ISSB 110HV *	5
INGECON SUN STORAGE BATTERY 314 HV RACK *	10

OTHER COMPONENTS	STANDARD WARRANTY PERIOD [No. of years]
MV Transformer	2
MV Switchgear	2
LV Transformer	2
LV Auxiliary Panel	2
Air Conditioning Unit	2
UPS	2
UPS batteries	1
Other accessories (communication cards)	1
Spare Parts	1

Should the purchased product fails to operate properly by the time the present Warranty is in force, due to the arising of defects on its workmanship or materials, INGETEAM will be obliged, depending on the arisen defect, to repair or to replace the defective Product. The decision whether to repair or to replace the defective equipment will be held in every case only by INGETEAM.

The above-mentioned warranty is offered by INGETEAM as standard Warranty for all its standard range of INGECON® SUN and INGECON® SUN STORAGE standard products. INGETEAM reserves the right to offer extended Warranty

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conditions in different countries, according to their different technical and commercial conditions. In that case, these special conditions will be stated in a separate document.

The Warranty terms of this document are given by INGETEAM according to the following terms and conditions:

2) Warranty Exclusions

- a) Out of the scope of the present Warranty will be any damages and malfunctions of the Products which have their origin in:
 1. Accidents.
 2. Negligent, improper or inadequate use.
 3. Not respecting the good practices of the sector or the installation, use, maintenance or other instructions established in the Installation and Operation Manuals, or other documents defined by INGETEAM and that apply to the model object of the claim, with special mention to:
 - Incorrect sealing on DC inputs
 - Insufficient cleaning of air filters
 - Insufficient cleaning of DC inputs
 - Incorrect closing of doors and lids
 4. Modifications, changes, or attempted repairs not authorized by INGETEAM after-sales department.
 5. Damages due to surge, floods, fires, plagues, earthquakes, third parties actions, or any other reasons different to the standard use conditions of the products and that are out of the control of INGETEAM.
 6. Damages due to over voltages coming from the DC side of the solar modules or batteries whether from the AC side of the public utility grid.
 7. Insufficient ventilation of the equipment.
 8. Inadequate transport conditions, when it is beyond the responsibility of Ingeteam.
 9. Damage due to marine corrosion or from salty air within the environment.
 10. Not compliance of the current mandatory installation standards.
 11. Consumables or materials subject to wear and tear such as fuses, surge arresters, relays, micro batteries, micro contactors, micro switches, handles, buttons and pilot lights, any other insignificant value components, etc.
 12. Damages due to erroneous operations during the removing/installation of a part/component if not carried out by INGETEAM's personnel or not authorized by INGETEAM after-sales department.
 13. Damages due to external insulation failures coming from the DC side of the solar modules or batteries whether from the AC side of the public utility grid.
 14. Products updates due to regulation changes.
- b) It will be also out of the scope of this Warranty any product with a serial number that has been manipulated or it is unreadable.
- c) All complaints concerning aesthetics or minor defects will not be considered unless they mean a malfunction or a difference in performance compared to the one announced on the technical and commercial brochures of INGETEAM.
- d) The Warranty rights established on this document do not cover the shipping costs of the damaged products or parts when sending them to the factory to be repaired, neither when receiving them back. Neither more, labor costs due to dismantling of the damaged products and reinstallation of the repaired ones are not covered by INGETEAM.

In the event of products purchased to be installed within the European Union territory, the European Community Directive 2019/771/CE of 20th May will be applied according to the respective applicable transposition.

- e) Any other Warranty right not explicitly described on this document is out of the scope of this Warranty.
- f) Warranty rights shall be suspended and may not be claimed in any way if the Customer fails to pay all or part of the product and/or component for which a warranty service has been requested.

3) Claiming of the Warranty Rights

Warranty rights can be claimed during the established period of validity the present Warranty is in force and immediately after the failure detection, except in case of visible defects, in which case the claim will be submitted within a maximum of 7 days after the delivery date and always prior to its installation.

Any customer or end user of the INGECON® SUN and INGECON® SUN STORAGE products, that considers himself with enough good reasons to claim for the Warranty rights declared in this document, must proceed as follows:

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- a) Immediately notify in writing to the supplier of the products, or to the authorized dealer, or to the after-sales department of INGETEAM. For that purpose, INGETEAM Warranty Complaint Form (Annex 'L' and ANNEX 'E'), must be fulfilled and attached with a copy of the purchase invoice and the delivery note of the product, showing the date of acquisition and the serial number of the product. The Warranty Complaint Form will be published on INGETEAM's web site (<https://www.ingetteam.com/it/en-us/technicalsupportitaly.aspx>).
- b) Once the complaint form is received by INGETEAM, the after-sales photovoltaic Department will analyze it in accordance with the Warranty scope, and will inform the customer about the steps to be followed.
- c) Prior written authorization from the after-sales department of INGETEAM will be necessary in case the products should be sent back to the factory. Returning of the product must be made using the original package or similar. Should this be not possible, INGETEAM might send a new one and charge it to the customer. Damages due to bad transport conditions will not be covered by this Warranty.
- d) INGETEAM will try to repair its products within a reasonable period.
- e) INGETEAM reserves the right to supply a different model of product to cover the Warranty rights, or for any substitution or extension, in case that the original model of product is not manufactured anymore. All the products replaced in case of substitution will be property of INGETEAM.
- f) If on arrival at the factory the product and/or component returned for repair is deemed to be in perfect operating conditions, INGETEAM shall communicate to the customer any costs arising from the analysis and testing procedures.
- g) In case the defect of the product and/or component returned for repair is deemed not to be covered by the warranty, INGETEAM will carry out the needed repairs, only after having informed the Customer by sending a quotation for the repair costs and having received the Customer's formal acceptance of such quotation.
- h) In order to benefit from the Warranty, the Customer must comply with the maintenance operations specified in the specific product manual, carried out by technicians trained at level 2 by INGETEAM (consult INGETEAM for more information about the different levels of training), and must make available to the After-sales department of INGETEAM, when required, the filled-in maintenance checklist document (Maintenance checklist), corresponding to the specific product, included in the corresponding manual. In addition, the Customer must install a monitoring system compatible with the INGETEAM software, to allow INGETEAM After-sales department to connect to the plant in case of malfunctioning and remotely verify the problems and possibly solve them. The choice of data connections modality and respective network coverage, as well as the correct functioning, will be exclusively the responsibility of the Customer. Any breach of the obligations contained in this document by the Client, will automatically cancel the Warranty.
- i) In any case, INGETEAM reserves the right to schedule an audit to verify the status of the products. The performance of the audit by INGETEAM should not be understood in any case as an acceptance by INGETEAM that the products have been maintained and operated in accordance with the corresponding installation and operation manuals.
- j) In order to benefit from the Warranty the Customer must have paid the Product price in full. In the event that a warranty claim from is submitted before full payment is received, INGETEAM shall have the right to reject the claim and/or request prior payment of the part unpaid portion of the Product price. Failure by the Customer to fulfill its payment obligations in accordance with the contract shall entitle INGETEAM to declare this Warranty void and unenforceable.

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4) Limitations of the manufacturer's liability

- a) INGETEAM shall not be liable to the Customer, whether directly or indirectly, in the event of failure to or delay in complying with the warranty obligations due to causes of force majeure or any other unforeseen event and beyond the control of INGETEAM.
- b) The responsibility of INGETEAM arising under these warranty terms shall be limited to the obligations stated above and to the amount paid for that specific product in the purchase order by the customer. There exists no liability of any kind of INGETEAM for indirect, special or consequential damage or loss, including but not limited to loss of profits or revenues (*lucrum cessans*), loss of use of the Equipment, loss of production, cost of substitute equipment, facilities or services, downtime costs, third parties claims, cost of capital, or any other kind of financial loss.
- c) Repairs or replacements as provided under the warranty are the exclusive remedy of the Customer. Except to the extent prohibited by law, the warranty is exclusive and in lieu of all other express and implied warranties whatsoever, including but not limited to the warranty of merchantability and fitness for a practical purpose.
- d) The Warranty limitations mentioned here above will be applicable unless they are against legal prescriptions currently running on each country in reference with product liability. In the event of conflict with any of those prescriptions, the nullity will affect only to that clause in particular, remaining valid the rest. Specifically, any

clause included in this warranty contravening the European Community Directive 2019/771/CE of 20th May of the European Parliament or not according to what stated in the respective applicable transposition concerning products and/or components purchased to be used inside the European Union (EU) territory will be excluded.

5) Rates for the Provision of Services

Any work, whether this be repair or replacement work, not cover under the scope of the present warranty, shall be for the customer's account in accordance with the applicable 'Service Rates'.

6) Industrial and Intellectual Property

All the technology, planning, invention, work, design, process, know-how, software, calculation, as well as the manual, method, solution, idea, improvement, modification, contribution and in general, all information or associated documentation developed or supplied by INGETEAM related to the offer, execution of the contract or incorporated in the design or functioning of the supply that implies industrial or intellectual property will always be the exclusive property of INGETEAM, since the Customer cannot avail himself of the same in his own favor or in that of third parties without the prior written consent of INGETEAM for aims other than the fulfilment of the contract, as with the functioning and maintenance of the supply.

7) Date of validity of this document

This Warranty document is valid from the date of its edition and will be applicable to all the INGECON® SUN and INGECON® SUN STORAGE standard Products, manufactured from that date and until the date of a new edition, which will be published opportunely on INGETEAM's web page (<https://www.ingetteam.com/it/en-us/technicalsupportitaly.aspx>).

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