

ANNEX “A+B” - MANUFACTURER’S WARRANTY - INGECON® SERIES PRODUCTS & THIRD-PARTY PRODUCTS STANDARD WARRANTY

Ingeteam Power Technology S.A. and its subsidiaries (from now on, ‘INGETEAM’), guarantee that their products are new products and comply with both technical specifications and applicable quality standards. INGETEAM guarantees the quality and performance of its products under the following terms and conditions. These Warranty conditions prevail over those indicated in chapter 10 of the INGETEAM General Sales Conditions.

WARRANTY AGAINST DEFECTS IN COMPONENTS OR WORKMANSHIP

INGETEAM guarantees ex works 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:

PRODUCT	STANDARD WARRANTY PERIOD [No. of years]
INGECON SUN 1Play	5
INGECON SUN Lite	5
INGECON SUN 3Play	5
INGECON SUN Power	5
INGECON SUN Power M/X/B series	5
INGECON SUN 3Power C series	5
INGECON SUN StringControl	5
INGECON SUN StringBox	2
INGECON SUN STORAGE 1Play	5
INGECON SUN STORAGE Power	5
INGECON SUN STORAGE Power X/B series	5
INGECON SUN STORAGE 3Power C series	5
INGECON μ Wind	5
INGECON μ Wind Interface	5
INGECON SUN EMS Manager	5
INGECON SUN EMS Plant Controller	5
INGECON SUN ComBox	5
INGECON SUN WeatherBox	5
INGECON SUN PowerStation (Enclosure)	5
MV Transformer	2
MV Switchgear	2
LV Transformer	2
LV Auxiliary Panel	2
Air Conditioning Unit	2
UPS	2
INGEREV	2
Other accessories (communication cards, monitoring software and monitoring tools, etc.)	1
Spare Parts	1
The service activities that do not require any material	0.5

Table 1

Ingeteam S.r.l.

However, the effective warranty periods agreed with the Customer is stated in the Order Confirmation. If not otherwise stated in the Order Confirmation, the warranty period is 1 year.

The warranty is valid for the years written in Table 1 (or in the Order Confirmation, if different), starting from the date of commissioning of the product, with a maximum coverage period equal to the number of years written in Table 1 (or in the Order Confirmation) plus 3 months from the date of shipping of the product by INGETEAM. The shipping date is stated in the transport document accompanying the product, along with the serial number that identifies that specific product.

In any case, for Spare Parts equipped with operating counter, the warranty period is at least 3600 hours of operation.

INGETEAM offers this warranty for all the products regardless of their geographic installation. INGETEAM reserves the right to offer extended warranties, adjusting to the characteristics of the different markets or countries where the equipment is installed. In these cases, such extended warranties shall be stipulated separately.

WARRANTY TERMS AND CONDITIONS

1) WARRANTY CONDITIONS

- a) If, at any time during the validity period of this warranty, the purchased product should not operate correctly due to component or manufacturing defects, INGETEAM undertakes to repair the product or component at the manufacturer's premises. The Manufacturer shall carry out the repair of the defective product and/or component according to the modalities described in chapter No. 3.
- b) If, at any time during the validity period of this warranty, the purchased product should not operate correctly due to component or manufacturing defects, on customer request and at the conditions described in chapters No. 3 and 5, the Manufacturer shall provide on-site technical assistance to carry out the repair of the defective product and/or component.

The decision to carry out on-site assistance shall be made exclusively by INGETEAM.

2) WARRANTY EXCLUSIONS

- a) The warranty rights established herein shall exclude any damage and malfunction or failure of the products and/or components due to the following circumstances:
 - Accidental damages.
 - Improper use or misuse of the device.
 - Failure to comply with the installation, operating, and maintenance instructions, as described in the Installation and User and Maintenance Manuals.
 - Modifications, changes or attempted repairs not authorized by INGETEAM after-sales department.
 - Damages due to erroneous operations during the removing/installation of a part/component if not carried out by INGETEAM's personnel.
 - Faults caused by lightning, flood, fire, earthquake, war, acts of terrorism or other force majeure causes, third-party actions or any other faults differing from the standard operating conditions of the device and out of INGETEAM's control.
 - Faults caused by surges arising from the DC side of the solar generator or from the AC side of the grid.
 - Consumables or materials subject to wear and tear such as fuses, over-voltage surge arrestors, batteries, relays, micro contactors, micro switches, handles, buttons and pilot lights, or any other insignificant value components.
 - Insufficient ventilation of the devices.
 - Damage due to marine corrosion or from salty air within the environment.
 - Damage during the transportation of the device if not carried out under INGETEAM's responsibility.

Ingeteam S.r.l.

- Any shipping damages attributable to improper packaging made by the Customer shall not be covered by the warranty.
- Failure to comply with the applicable regulations.
- b) The warranty shall not cover any products whose serial number has been altered or is not clearly identifiable.
- c) Any issues relating to the aesthetic aspects of the product, unless they negatively affect its performance, as specified in the technical or commercial documentation issued by INGETEAM.
- d) The warranty shall not cover minor defects that do not affect the energy production process.
- e) Costs not included in the Warranty:
 - The transfer costs of the technical staff of INGETEAM (such as living expenses, hours/days of travel and labour on site, mileage cost, waiting time and related further additional expenses, overnight stay, airfares/other fares, car hire and related further additional expenses, customs fees, taxes, etc.) shall be charged to the Customer, based on the technical assistance rates in force at the time of the request. The labour costs (at Manufacturer's premises) required for repairing the equipment faults covered by the warranty shall be borne by INGETEAM.
 - The shipping costs to return the product and/or component to the Manufacturer's premises and the shipping costs from the manufacturer's premises to the delivery address of the Customer shall be borne entirely by the Customer.
 - The costs for uninstalling, handling and reinstalling the repaired or replaced product, including the disassembly or access to the same once installed, shall be borne by the Customer.
 - The costs for handling the product, necessary to perform the repair activities, e.g. in order to make accessible the rear side of the inverter, shall be borne by the Customer.
- 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.
- g) Any other rights not explicitly described herein are excluded from the warranty.

In case of products and/or components installed inside the European Union (EU) territory, the Directive 1999/44/CE of the European Parliament will be applied according to the respective applicable transposition.

3) WARRANTY TERMS AND CLAIM PROCEDURE

The warranty rights can be exercised during the warranty period (according to Table 1 and/or Order Confirmation) and immediately upon detecting any anomalies, except in case of visible defects, in which case the claim shall be submitted within a maximum of 7 days from the date of receipt of the products and/or components and always prior to their installation.

Any Customers or users of products that have purchased directly by INGETEAM and decide to exercise their warranty rights as stated in this document and within the above-mentioned validity periods should proceed as follows:

- a) Immediately notify in writing the After-Sales Dept. of INGETEAM Photovoltaic Division by the 'Repair Request Form' (Annex 'E'), duly filled in and signed. Such documentation shall be sent to the e-mail address of the Technical Assistance Dept. of the country of reference.

Upon receiving the claim, INGETEAM After-Sales Dept. shall analyse it and verify whether the request is covered by the warranty terms described herein, and shall inform the Customer of the procedures to follow.

If the claim is covered by the warranty terms, INGETEAM shall authorize the customer to return the product and/or component to be repaired at the manufacturer's premises. INGETEAM shall repair the product and/or component within a maximum period, whenever reasonably possible, of 5 working days from the date of receipt of the goods. INGETEAM shall use all the means deemed necessary to reduce that response time.

Ingeteam S.r.l.

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.

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.

Any repair and/or replacement of a product and/or component does not extend the warranty period. In all cases, the minimum warranty period of the repaired or replaced part will be six months.

- b) Immediately notify in writing the After-Sales Dept. of INGETEAM Photovoltaic Division by the 'On-Site Technical Assistance Request Form' (Annex 'L'), duly filled in and signed. Such documentation shall be sent to the e-mail address of the Technical Assistance Dept. of the country of reference.

Upon receiving the claim, INGETEAM After-Sales Dept. shall analyse it and verify whether the request is covered by the warranty terms described herein, and shall inform the Customer of the procedures to follow.

If the claim is covered by the warranty terms, INGETEAM shall provide on-site assistance in order to repair or replace the faulty product and/or component. INGETEAM shall provide on-site technical assistance within a maximum period, whenever reasonably possible, of 10 working days (excluding travel days) starting from the date of receipt of the 'Technical Assistance Request Form' (Annex 'L'), duly filled in and signed by the Customer. INGETEAM shall use all the means deemed necessary to reduce that response time. The Customer shall be responsible to make available the needed spare parts on time.

In order to receive on-site service within 2 working days, whenever reasonably possible, the customer must have previously purchased the spare parts recommended by INGETEAM and shall make them available at the site where the product and/or component that has given rise to the claim is installed. INGETEAM will use the spare parts previously purchased by the Customer and already stored at the Customer site to repair or replace the faulty product and/or component. INGETEAM reserves the right, at any time, to modify the list of recommended spare parts.

The Customer will return his own product and/or component replaced at the manufacturer's premises. INGETEAM shall replace or repair the returned product and/or component. 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.

The on-site assistance shall be carried out by qualified and authorized personnel only. In case of on-site intervention by INGETEAM's qualified personnel, the Customer shall appoint a person in charge of facilitating the safe access of INGETEAM's technicians without delay to the site of installation of the products. The presence of the designated person appointed by the Customer shall be a prerequisite for the provision of the service, since the resolution of the problems may require taking actions on other parts of the installation. The designated person shall also be responsible for monitoring the operations and the amount of working time employed by INGETEAM's personnel.

Any repair and/or replacement of a product and/or component during the on-site assistance does not extend the original warranty period. In all cases, the minimum warranty period of the repaired or replaced part will be six months.

- c) In case the defect of the product and/or component is deemed not to be covered by the warranty all the costs for these activities shall be borne by the Customer.
- d) INGETEAM reserves the right to provide a different model of product and/or component to process the claims covered by the warranty terms, in case the original model and/or component is out of production.

Ingeteam S.r.l.

The Customer will bear the cost of rendering any new version of the Product compatible with the Plant of the Customer at which the Product was installed.

- e) All the replaced products and/or components shall be the property of INGETEAM.
- f) If the faulty component/product is replaced with another one, the Customer shall notify it to any relevant authority and carry out any procedure related to the replacing of components in the PV installation, if necessary.

No claims will be accepted without the appropriate request form duly filled in (Annex E, L) and signed by the Customer.

The decision to repair or replace the faulty product and/or component shall be made exclusively by INGETEAM.

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. The responsibility of INGETEAM arising under these warranty terms shall be limited to the obligations stated above.
- b) INGETEAM shall be liable for any direct damages and losses suffered by the Customer or by any third parties due to a serious breach by INGETEAM of its contractual obligations, or due to product defects or actions and omissions by INGETEAM's employees or subcontractors and other people towards whom INGETEAM bears legal responsibility, up to a maximum total claimed amount, of any type, including penalties and interventions involving warranty repairs or replacements under the warranty terms offered to the Customer, equal to fifty per cent (50%) of the total price of the goods or service that originated the claim.
- c) INGETEAM shall not be liable for any indirect damages or defects, incidental or consequential, that may be suffered by the Customer or by third parties, such as loss of production, income or benefits (lucrum cessans), loss of performance or availability, replacement costs, downtime costs, labour costs, investment costs or costs of a financial type, third party claims etc.
- d) INGETEAM must be notified of any damages immediately upon their detection.
- e) INGETEAM shall not be liable for any loss of income or benefits due to Customer's failure to comply with any applicable regulations regarding replacing of components.
- f) The above limitations shall apply provided that they do not contravene the legal provisions applicable in each country with respect to product liabilities. If this occurs only for some of the clauses, the invalidity shall affect only the clauses concerned, while all other provisions remain valid. Specifically, any clause included in this warranty contravening the 1999/44/CE Directive 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) TECHNICAL ASSISTANCE RATES

All the costs for the on-site activities related to the repair of faults shall be borne by the Customer and charged according to INGETEAM's technical assistance rates in force at the moment of the request.

All the costs of INGETEAM's technical staff (such as living expenses, hours/days of travel and labour on site, mileage cost, waiting time and related further additional expenses, overnight stay, airfares/other fares, car hire and related further additional expenses, customs fees, taxes, etc.) shall be borne by the Customer and charged according to INGETEAM's technical assistance rates in force at the moment of the request.

Ingeteam S.r.l.

The transfer costs will be referred to the nearest INGETEAM Service Centre with respect to the installation site, unless there is a need to intervene with staff from INGETEAM Italy main office and/or original manufacturer's qualified personnel for reasons of technical expertise or/and with staff from another INGETEAM Service Centre because the nearest Service Centre to the installation site is not available. The decision shall be made exclusively by INGETEAM.

6) ENTRY INTO FORCE, APPLICATION AND VALIDITY OF THE WARRANTY

This Warranty Certificate is valid starting from its issuing that will be done together with the sending of the Order Confirmation and/or Purchasing Contract signed by both parties, and shall apply to all the products sold by INGETEAM and manufactured since the issue date, and shall maintain its validity even in the event of subsequent changes and modifications.

7) 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.

8) APPLICABLE LEGAL JURISDICTION AND RESOLUTION OF DISPUTES

The contract and its execution shall be regulated by the Italian law. The Vienna Convention of 1980 on the International Sale of Goods shall not apply. To resolve any disputes concerning the interpretation and execution of the contract that cannot be resolved in an amicable manner between the parties will be the task of the Courts of Ravenna, with express renunciation by the parties of their right to submit any case to the Courts in their own jurisdiction, though INGETEAM reserves the right to initiate any legal action against the Customer in the location where the same has jurisdiction.

Technical Assistance Centre (T.A.C.): Via Emilia Ponente, 232 - 48014 Castel Bolognese (RA), Italy - Tel.: +39 0546 651490.

The forms Annex E and L, the mail address to send them, are available for downloading at www.ingetteam.it