

Dear Megasol customer

The Megasol solar modules you purchased were produced with care and diligently tested for functionality before delivery. However, if photovoltaic modules should suffer from material and/or processing defects or power loss during their guarantee term, Megasol offers the below detailed guarantee for the solar modules produced by us (exceptions are explicitly custom-made modules and prototypes).

1. Product guarantee

With respect to our products' functionality, Megasol Energy Ltd. offers the below listed guarantees for a term of 15 years as from the products' purchase date (and thus exceeding the guarantee term stipulated by law):

- The products' glass components to be free from any cloudiness and discoloration.
- The absence of any mechanical damage affecting the solar modules' stability – provided that the product has been properly installed and used in accordance with the installation instructions included with the scope of delivery.
- Cables and plugs to remain safe and functional, provided they are installed in a workmanlike manner and not permanently exposed to aqueous environments (wet spots). However, damages to cables resulting from chafing to abrasive surfaces caused by insufficient fixing and/or cables' unprotected laying on sharp edges shall be excluded. Also excepted are all damages caused by animals or plants (e.g. rodent bites, roots, fungi, birds, insects).
- The aluminium frames not to freeze by frost (proper assembly provided).

The product's physical appearance as well as any scratches, stains, mechanical wear, rust, mould, optical depreciation, discoloration and/or other alteration after being handed over by Megasol Energy Ltd. shall not constitute any defect unless the physical appearance's modification also compromises the product's functionality. Any claims for glass breakage shall be subject to the absence of external impact. Should our products suffer from any of the abovementioned defects throughout the guarantee term and should their functionality be impaired thereby, Megasol Energy Ltd. shall – at its own discretion – repair defective products, replace the products or provide the customer with an adequate compensation corresponding to the product's residual value. The guarantee term shall neither be extended by

change of ownership nor by provision of services covered hereunder.

2. Scope of performance guarantee in the event of power output degradation

The modules made by Megasol Energy Ltd. will exclusively feature positive power sorting. Megasol Energy Ltd. guarantees our products' actual output in the first two years of productive operation to be at least 97% of the respective nominal output. Up from the third year of productive operation the actual output will not drop by more than 0.5% of the nominal output annually for the following 33 years. After the 35th year of their service lives our products' actual output will be at least 80% of their respective nominal output. In case the product's actual output should be below the minimum nominal output, Megasol Energy Ltd. shall – at its own discretion – replace respective products, facilitate the required actual output, compensate the customer by refunding the replacement costs arising from the reduced output while allowing for linear depreciation with respect to the guarantee period, or – if possible – repair the product in question. If products are replaced, the customer shall not be entitled to claim new or as good as new products. To the contrary, Megasol Energy Ltd. shall be entitled to also provide used or repaired products as replacement.

The guarantee shall only apply to modules used on the mainland. It shall start upon the solar modules' delivery. The provision of services under guarantee shall not extend the guarantee term. The modules' performance shall be checked under the conditions specified hereafter: cell temperature 25 degrees Celsius, radiant power 1000W/m² with AM 1.5 spectrum, on a system calibrated by Megasol (as per IEC 60904) or at a renowned test lab (i.e. TÜV, Photon-Labor, or Fraunhofer Institute for Solar Energy Plants).

3. Limitation of the performance guarantee

The present performance guarantee does not cover power loss caused by improper handling, operating errors and/or external impact. Costs arising from demounting, re-installation, transport, and inspections on customer's part as well as any other indirect expenses and loss of earnings shall not be borne by Megasol.

4. Exclusion of the performance and product guarantee

In particular, the present performance and product guarantee shall not include any power loss and/or other defects directly or indirectly caused by:

- misuse, modification, improper installation and/or use, or negligent storage
- defective system components, support elements including mounting elements, repeated installation and demounting, system components such as inverters, power optimizers, connection cables, bypass diodes
- installation made by incompetent and/or unqualified individual
- connecting Megasol modules to modules not equivalent
- repair works or any other kind of manipulation performed on modules by individuals who are not Megasol staff or its service partners respectively authorized in writing
- the system's insufficient design, configuration and/or assembly
- incorrect wiring, installation and/or handling in the performance of the aforementioned works
- non-compliance with our recommendations and assembly instruction
- operation under inappropriate and/or in extreme ambient conditions or unsuitable procedures deviating from product specifications, operating instructions and/or type plate data
- inappropriate and/or omitted servicing and inappropriate testing, glass breakage caused by external impact, flying objects, or external conditions such as vandalism or theft
- impact such as soiled front glass, contamination with or damage by smoke, salt, rodents, vermin, chemicals and/or any other kind external impact or contamination
- lacquer, paint, and/or cleaning agents applied to the modules
- unexpected thermal impact
- deployment on movable units such as vessels or vehicles
- natural causes (earthquake, hurricanes, tornadoes, volcanic eruption, flood, lightning, indirect lightning, snow, avalanche, frost, exposure to bacteria or microorganisms, landslide, plague of insects) and/or any other unforeseeable event.

5. Claiming the product or performance guarantee

In case it should have claims arising from the guarantee granted hereunder, the customer shall inform Megasol thereon in writing immediately upon identifying respective defects. Guarantee claims shall include the original invoice and voucher for payment (plus specification of delivery date, module type and serial number) as well as detailed information on the respective defect and documents describing it. Please ensure to submit your claims for defective modules or power loss within the respective guarantee term.

In case we decide for replacement or subsequent supply, Megasol shall be entitled to provide customers with alternative types of solar modules in case the objected models are no longer produced at the time claims are brought forth. The replaced modules shall become Megasol property. Megasol will not accept any returns not requested in advance and in writing.

Any services provided on base of the present Warranty Certificate shall be exclusively governed by Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) as well as IPR conflict of law rules. The present warranty and guarantee of performance shall apply to any sales transacted as from 30.11.2020 of the following standard solar modules:

Swiss Premium Mxxx-60-x GG3
Swiss Premium Mxxx-60-x GG NICER 3
Swiss Premium Mxxx-60-b GG LEVEL
High performance module Mxxx-60-b GG LEVEL

Warrantor:
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