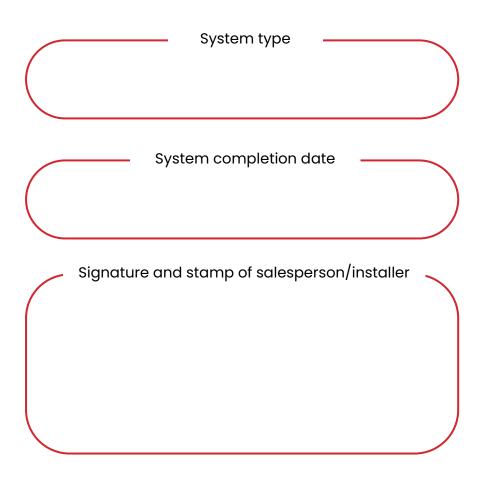


## **GUARANTEE CARD**



# Corab guarantee for structural elements of a system for mounting photovoltaic modules on flat and pitched roofs or as a free-standing system

#### I Granting the guarantee

CORAB Sp. z o. o. with the registered office in Olsztyn, ul. Michała Kajki 4, 10–547 Olsztyn, Poland, entered into the Register of Entrepreneurs of the National Court Register under the number 0000950779, whose register files are kept at the District Court in Olsztyn, 8th Commercial Department of the National Court Register, with the NIP [Taxpayer's ID] 739–020–77–57 and the amount of share capital of PLN 1,184,000.00 paid in full, (the "**Guarantee**") for structural elements of the system for mounting photovoltaic panels (the "**System**"), sold to the Buyer (the "Buyer").

#### II Guarantee period

- 1. The Guarantee period covering non-perforation and tears due to corrosion of System elements and physical defects of the System elements that exceed normal wear and tear is 10 (ten) or 15 (fifteen) years, depending on the type of the System. The guarantee is granted and is only valid provided that the System is maintained in accordance with the terms of this guarantee document ("Guarantee Card") and, in case of a Guarantee exceeding the 10 (ten) year period, provided that the Buyer or the Seller performs the maintenance of the System no later than within 3 (three) months from the date of completion of the System installation and registers the System with the required data on the website maintained by the Guarantor located at: https://corab.pl/warranty-extension.
- 2. The guarantee period begins on the day of completion of the System, however not later than 270 (two hundred and seventy) days from the date of its sale by the Guarantor to the first Buyer. The sole evidence of the date of completion of the System installation is the entry in the Guarantee Card made by the person who carried it out.
- 3. The guarantee shall expire automatically if the Buyer fails to have a System inspected by an authorised System serviceman ("Authorised Serviceman") of this type of System and to the extent specified in the Maintenance Card attached as Appendix 1 to this guarantee document ("Maintenance Card") in the last month of the 1st (first), 5th (fifth), 9th (ninth), 11th (eleventh) and 13th (thirteenth) years from the commencement date of the Guaranty period or fails to perform any of the mandatory electric inspections of the System, required at least every 5 (five) years, and such termination shall be irrevocable and with effect from the day following the expiry of the one-year period from the date of the performance of the previous inspection of the System. As used herein, the term "Authorised Serviceman" means a person holding a valid certified installer or service technician diploma issued by the Guarantor after completion of a training course provided by the Guarantor in the form of either classroom or remote training.
- 4. The Guarantee for the entire System is always invalidated if defects noted during the use of the System, e.g. loss of sealing properties of EPDM washers, are not corrected immediately



#### III Conditions of granting the guarantee

- 1. The Guarantee covers only Systems installed by the Guarantor, an Authorised Serviceman or another third party with all the safety requirements and correctness specified in the System Installation Manual and in accordance with the intended use of the System.
- 2. The Guarantee covers physical defects of elements that comprise the System and only covers elements made of aluminium, stainless steel or steel protected with Magnelis and the liability due to the guarantee covers only such defects that are caused by the product's inherent features.
- 3. This guarantee covers systems exposed to moderate corrosive emissions; in other words, all except those exposed to precipitation of all types of corrosive chemicals, smoke or rainwater containing carbon, sulphur, soot, dust or particles of heavy metals, such as iron or copper, or alkaline products, such as ash, cement dust, animal faeces or influence of fertilisers or other plant protection agents.
- 4. This guarantee covers resistance to perforation and tears caused by corrosion of the System elements.
- 5. This guarantee does not cover any discolorations of the system elements caused by weather conditions or traces of corrosion with no effect on the safety or use of the System.
- 6. This guarantee covers only Systems produced from parts supplied or expressly approved by the Guarantor.
- 7. The Guarantee does not cover those areas of the Systems which are exposed to high friction or dust in the atmosphere, e.g. from desert areas or industrial areas (cement works), and elevated salt content in the air occurring within 2 (two) km of the seashore.
- 8. Cases of cracking or lack of sealing properties of EPDM washers occurring 2 (two) years from the date of installation (systems B-01 and B-02) are normal wear and tear and are not covered by the Guarantee.
- 9. The Systems must be cleaned regularly by washing them from any dirt and deposits, particularly including dust, sand, leaves, algae and other residues which may hinder free water drainage. Any noted accidental mechanical damage to the System must be immediately repaired (scratches, dents, cracks, gaps resulting from incorrect tightening or fitting of elements, etc.). This guarantee does not cover damage resulting from failure to undertake the actions described above in this section.

#### IV Exclusion of rights under the Guarantee

The Guarantee shall not cover the following situations:

- 1. The system has not been installed in accordance with the Installation Manual published by the Guarantor and/or the technical documentation drawn up for the project, including the so-called dedicated design and/or a System catalogue;
- 2. The Buyer or the subsequent owner of the System cannot prove with a relevant fiscal document or a proof of payment or an order issued for his/her own employee with a proof of payment as well as a relevant record in the Maintenance Card that any of the System inspections, referred to in section II(3) of the Guarantee Card were performed by an Authorised Serviceman;
- 3. The System, or any of its parts, sustained mechanical damage;
- 4. The resulting defects do not affect the System's fitness or use for its intended purpose;
- 5. Defects caused by contact with wet insulating materials, treated wood or other corrosive products;
- 6. Defects caused by failure to remove pencil marks, ballpoint pens or other writing tools;
- Defects caused by incorrect assembly of the System by screwing the fasteners with a torque other than that specified in the assembly instructions or by not fitting the elements in accordance with the assembly instructions;
- 8. Defective elements were used in mounting the system;
- 9. The system was mounted even though its elements were damaged, which resulted in a loss of the geometry of the System or its elements;



- 10. The system or its parts were used contrary to their intended use or assembly instructions or were displaced, dismantled and reassembled or dismantled partially by individuals other than the Guarantor of an Authorised Serviceman;
- 11. The system or its part were modified or combined with other objects originating from third parties, including by welding;
- 12. The System, or parts thereof, was installed by persons other than the Guarantor or an Authorised Serviceman or any other third party who carried out these actions without complying with all the safety requirements or correctness set out in the System Installation Manual or contrary to the intended use of the System;
- 13. The defects of the System or its elements result from failure to keep it clean; they may have been caused by accumulated sand, leaves, algae, plants, bird droppings or the influence of fertilisers, plant protection agents, etc.
- 14. The defects of the System or its elements are due to environmental or atmospheric effects, in particular those caused by contamination of water, air or soil, or by the composition of the soil, the presence of sulphur compounds, soot, salt, etc. in the air, and exposure of the System to excessive moisture;
- 15. The defects are due to the use of a System which was not designed for the technical conditions of the facility or the place of installation or are caused by the characteristics of the facility or the place to which they are fixed.

#### V Guarantee claims

- System element defects should be reported as soon as they are noted, however, not later than 10 (ten) days after their occurrence, to the postal address: Corab S.A., ul. Michała Kajki 4, 10-547 Olsztyn, Poland or by email to the following address: <u>gwarancja@corab.com.pl</u> or <u>https://program.corab.pl/pl/serwisgwarancja</u>.
- 2. The Guarantee shall not cover any damage whose nature is indicative of the fact that it resulted from a failure to report a defect to the Guarantor immediately.

#### VI Exercising the rights from the guarantee

- 1. If, during the Guarantee period, physical defects are found in any of the elements of the Systems, they will be replaced with defect-free elements of the most similar technical parameters. Replacement will take place at the Guarantor's premises.
- 2. Disassembly and delivery of the defective element to the Guarantor's premises, as well as the reassembly of the defect-free element, will be carried out by an Authorised Serviceman.
- 3. Within 14 (fourteen) days from the date of receipt of the faulty element by the Guarantor, the Guarantor shall replace it with an element of the most similar technical parameters.
- 4. The System or its elements subject to replacement may be replaced with Systems or elements with technical parameters not inferior to them.
- 5. In the event of defects in elements of the System, the Guarantor will not be obligated to pay its owner any compensation regardless of their title or source of origin. In particular, this applies to compensation due to lost earnings, inability to generate electricity, employee downtime, costs of determining the existence of defects in System elements, costs of performance or replacement acquisition, costs of disposing of defective elements, or other direct or indirect damages resulting from a defect in the System or its components to property or persons, and in the latter case to the fullest extent provided by law, as well as penalties, damages or other similar compensation accrued by persons with whom the System owner has a contractual relationship.



#### VII General provisions

- 1. This guarantee document exclusively and exhaustively sets out the rights and obligations of the Guarantor and the Buyer, and the Guarantor is not bound by any other statements or assurances of this type unless expressly agreed.
- 2. The guarantee does not exclude, limit or suspend the rights under the warranty for defects of the sold object.
- 3. The Guarantee shall be governed by the laws of Poland, excluding the provisions that may indicate a conflict with Polish laws.
- 4. Any disputes arising from the Guarantee, including those relating to its validity or interpretation of its provisions, shall be settled by the common court of law in Olsztyn, province of Warmia and Mazury, Poland.
- 5. The term of the Guarantee granted on the basis of this guarantee declaration with regard to defective elements shall be extended by the time during which, as a result of a defect in the elements covered by the Guarantee, the Buyer could not use them.
- 6. The Buyer may make claims under the quality Guarantee also after the expiry of their time limits if he has reported the defect before the expiry of the time limit.
- 7. The Guarantee is granted to the Buyer, and the rights and obligations arising therefrom are automatically transferred to subsequent owners of the System, of which the Buyer is obliged to expressly notify them.
- 8. Subsequent owners of the System shall be regarded as successors in title to the Buyer.
- 9. Any negligence of the Buyer in the performance of his/her obligations under this warranty document shall be charged to and shall be treated as negligence of the successive owners of the System.
- 10. In the event of an unsubstantiated guarantee claim, the Buyer or the next owner of the System reporting the defect will be charged for the travel cost of the Guarantor's experts or service and their work.
- 11. Whenever this warranty document indicates actions to be undertaken by the Guarantor, such actions may also be performed by an Authorised Serviceman designated by the Guarantor, provided that such designation shall not cause such Authorised Serviceman to be a subcontractor of the Guarantor, but shall be an independent entity in relation to the Guarantor and the Buyer, entering into a contract independent of the Guarantor with the Buyer for the performance of certain activities.
- 12. The Buyer is obliged to select the System itself, and the Guarantor is not responsible for the possibility of using the System for a purpose other than its normal purpose or for the characteristics of the System elements, their use, their combination with other things or their use in a place or country selected by the Buyer, for which the Guarantor has not provided the Buyer with express warranties in writing or electronically.

Maintenanc e period	Damage to Magnelis, aluminium surfaces (scratches, dents)	Mounting of clamps according to instructions (tightening of screws according to module manu-facturer's recom-mendations)	<b>Tightening torque for</b> <b>construction screws</b> (as per in-structions)	Cleanliness of the construction Date and legible signature of (re-moval of sand, leaves, algae, plants, the Authorised Ser-viceman bird drop-pings, all pollu-tants that can cause water accu-mulation)	Date and legible signature of the Authorised Ser-viceman
1 <sup>st</sup> year					
5 <sup>th</sup> year					
9 <sup>th</sup> year					
11 <sup>th</sup> year					
13 <sup>th</sup> year					

### Appendix no 1 – Maintenance Card

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