

Guarantee Terms and Conditions:
Photovoltaic Modules Glass-on-Glass HJT SWCT
Hanplast Sp. z o.o.

1. PRODUCT GUARANTEE

1.1. Hanplast Sp. z o.o. (hereinafter the “Guarantor”) gives a guarantee for photovoltaic modules for 15 years from the date of delivering the modules from the Producer’s plant to the first user of modules, the Primary Customer (i.e. the purchaser of modules, who bought them for own use and not for purposes of resale, lease or rental or who purchased a building or a facility, where modules were installed for the first time). A module shall be a part of the photovoltaic system, in which it was installed for the first time and used. Hanplast Sp. z o.o. guarantees that manufactured modules are free of defects in materials affecting the performance of the product, caused by:

- using faulty materials,
- defectively made product,
- manufacturing fault and/or improper control process resulting in non-conformances with adopted requirements.

1.2 The Guarantee covers solely the physical defects of the components that photovoltaic module/modules made by Hanplast Sp. z o.o. consist of and liability relating to the Guarantee covers only defects inherent in the sold product. The Guarantee is valid exclusively on the presentation of the completed guarantee card including the serial number and the date of delivery from the plant. The Guarantee for the Product covers only material faults of the modules specified in item 1.1. and 1.2., whereas loss of performance arising from normal wear and tear and not from material faults of the modules, their components (their degradation) and guaranteed minimum output of modules are the object of the independent Performance Guarantee outlined in item 2.

1.3. Whenever these conditions/ clauses/ provisions refer to the rights and obligations under guarantee without any references to a specific guarantee of the given guarantees, it shall be deemed that they refer both to the Product Guarantee and the Performance Guarantee.

2. PERFORMANCE GUARANTEE

2.1 Hanplast Sp. z o.o. provides the additional Performance Guarantee for its photovoltaic module/modules, which shall be valid from the date of delivery from the plant of Hanplast Sp. z o.o. z. ensuring that:

- a) after one (1) year from the delivery date, the performance of modules will be at least 98,45% in Standard Test Conditions (STC), in accordance with the module technical specifications provided by Hanplast Sp. z o.o.
- b) for the period of ten (10) years from the delivery date – the output of the photovoltaic module will not fall below 95,75% of minimum peak performance in Standard Test Conditions (STC), in accordance with the module technical specifications provided by Hanplast Sp. z o.o.
- c) for the period of twenty-five (25) years from the delivery date – the output of the photovoltaic module will not fall below 91,25% of minimum peak performance in Standard Test Conditions (STC), in accordance with the module technical specifications provided by Hanplast Sp. z o.o.; provided that such a decrease in performance is recognized by Hanplast Sp. z o.o.
- d) for the period of -five (35) years from the delivery date – the output of the photovoltaic module will not fall below 88,25% of minimum peak performance in Standard Test Conditions (STC), in accordance with the module technical specifications provided by Hanplast Sp. z o.o.; provided that such a decrease in performance is recognized by Hanplast Sp. z o.o.

When submitting claims under the Performance Guarantee, the Primary Customer is obliged to evidence the loss of performance below the minimum performance ensured by Hanplast Sp. z o.o. The performance of the module/modules manufactured by Hanplast Sp. z o.o. is measured in accordance with STANDARD TEST CONDITIONS (STC). The performance of the module/ modules is always measured at ends of pre-installed connectors of the module. When evidencing too low minimum performance, it is essential to observe Standard Test Conditions by the Customer. Measurements shall be conducted on the basis of the provisions of IEC 60904 Standard. The final measurement of performance to determine the circumstances covered by the Performance Guarantee at the Guarantor’s discretion is carried out by the accredited measurement institute indicated by Hanplast Sp. z o.o. or directly by the staff of Hanplast Sp. z o.o. (the assessment of measurement tolerances is undertaken in accordance with EN 50380). The Primary Customer is obliged to make the modules available to these entities in order to

conduct a test and ensure them the dismantling of the modules and transport to the location where the test will be performed.

- 2.2. In the event of a decrease in the performance of the module / modules covered by the Performance Guarantee in accordance with the above-mentioned provisions, Hanplast Sp. z o.o. undertakes to remedy the evidenced decrease in performance by providing the Customer with the additional module / modules to compensate for a loss of performance or by replacing or repairing the faulty module / modules. The choice of the above-mentioned remedies is at the sole discretion of Hanplast Sp. z o.o. The Guarantor shall be entitled to control the testing process conducted by the Primary Customer and to make its own measurement according to the above-mentioned standards. In the event claims under the Performance Guarantee are recognized, the Guarantor shall return the Primary Customer all reasonable and objectively justified costs of tests conducted, according to market prices, evidenced by the Guarantor.

3. EXEMPTIONS AND RESTRICTIONS

3.1. Guarantee claims shall be filed only within the guarantee period.

3.2. This Guarantee does not cover defects and/or failures of the photovoltaic module / modules caused by the following factors, even if these defects and / or failures occur within the guarantee period:

- damages and / or failures caused by devices and / or components other than photovoltaic modules, incorrect installation of such devices / components, incorrect connections, installation or maintenance service;
- damages and / or failures caused by service and modification conducted by people, who are unqualified or do not have required licenses;
- damages and / or failures caused by improper carriage or storage conditions;
- damages and / or failures caused by external circumstances including fire, explosion, social unrest, etc.;
- the impact of external factors like stain on the front and rear glass panel, contamination or damage caused by smoke, salt or other chemical products;
- insufficient ventilation and / or exceeding maximum temperatures provided in the operating manual of the module /modules.
- cracked glass panel caused by external factors, e.g. falling foreign particles, sabotage, acts of vandalism or theft;
- using the modules on mobile units like vehicles or vessels;
- discolouration (level of module colour saturation), rust and scratches arising from normal wear and tear and the ageing of the Product;
- using unsuitable operating substances or maintenance means other than the ones recommended by the producer or in a manner contrary to their intended use;
- damages and / or failures caused by natural forces, force majeure or other unforeseen circumstances for which Hanplast Sp. z o.o. is not responsible, including but not limited to earthquakes, typhoons, hurricanes, tornadoes, volcanic eruptions, floods, tsunami, lightning or snowstorms.
- no signs of damage to the serial number and / or the product label.

4. EXERCISING OF THE GUARANTEE

4.1 Primary Customers, who file guarantee claims shall demonstrate that the module / modules acquired by them was / were purchased directly from Hanplast Sp. z o.o. by presenting the proof of purchase and a correctly completed guarantee card. With regard to the Performance Guarantee, it is also required to provide the protocol of tests mentioned in item 2.2.

4.2 The defects within the meaning of item 1.1. and 2.1., shall be notified by the Buyer to Hanplast Sp. z. o.o. in writing to the address: **Hanplast Sp. z o.o.; 85-862 Bydgoszcz, 3 Wł. Paciorekiewicza Str., Poland.**

4.3 The condition to recognise a guarantee claim is to provide Hanplast Sp. z o.o. with the completed "complaint form" presenting all required information. All the replaced modules shall become the property of Hanplast Sp. z o.o.

4.4 Hanplast Sp. z o.o, both in the case of defects covered by the Product Guarantee and the Performance Guarantee, reserves the right to deliver the photovoltaic module / modules of a different type: (differences in size, colour, shape and / or performance) if at the time when the claim is brought, the manufacturing process of the modules purchased by the Primary Customer ceased. Repair or replacement of the photovoltaic module / modules or their delivery with additional modules do not extend the primary scope of guarantee conditions.

4.5 In the case of a faulty product mentioned in item 1.1 and 1.2 under the Product Guarantee, the faulty module / modules shall be replaced with components that are free of defects or repaired. Replacement or repair shall be conducted at the Guarantor's cost within thirty (30) business days across Europe and sixty (60) days beyond the borders of Europe since the date of recognizing guarantee in favour of the customer and providing the Guarantor with the object by the Customer.

- 4.6 In the event a faulty product, mentioned in item 1.1. and 1.2., occurs, the faulty module / modules shall be repaired or replaced. The choice of the remedies is at the sole discretion of Hanplast Sp. z o.o. The Guarantor's obligations under the Performance Guarantee are specified in item 2.3.
- 4.7 A condition of granting and maintaining the Guarantee is getting familiar with, using and servicing of modules in accordance with the operating manual, assembly instructions and using the Products in line with the manual and instructions.
- 4.8 Guarantee claims will be recognised only for the Products made by Hanplast Sp. z o.o. and provided with a label and serial number. Claims under the Product Guarantee and Performance Guarantee can be pursued only for defects (including also performance fall below guaranteed levels) that occurred and were identified within the guarantee period. Guarantee claims shall be lodged both in the case of the Product Guarantee and the Performance Guarantee, at the latest within four weeks after a fall in performance occurred (or it is objectively possible to detect the defect by the Primary Customer) resulting respectively from the material fault mentioned in item 1.1. in the case of the Product Guarantee, and from normal wear and tear (degradation) of modules in the case of the Performance Guarantee. Delayed guarantee claims will not be handled.
- 4.9 With regard to guarantees and in the event of any legal disputes concerning these guarantees, the law of the Republic of Poland shall apply subject to exclusion of conflict-of-law rules. This Guarantee is valid for all states except the countries of North America (USA, Canada) and Central America (including Mexico).
- 4.10 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure
- 4.11 The Guarantee Conditions outlined herein shall apply to the modules delivered in the period since 28.10.2019.
- 4.12 Guarantee claims shall not be assigned to a third party.
- 4.13 The Primary Consumer shall not remove or return the modules without the Guarantor's prior consent.

5. GUARANTEE LIMITATIONS

Hanplast Sp. z o.o. shall not be held liable under this Guarantee for any damage to property or personal injury / damage, and other loss or damage arising from any reasons pertaining to / or resulting from the use of the Product including but not limited to failures of the module / modules and damage resulting from their use or installing. None of the provisions of this Guarantee covers or makes the Guarantor responsible for losses resulting from the inability to use the module, loss of profit, loss of production and income, without any limitation in terms of liability under guarantee. The responsibility of Hanplast Sp. z o.o. is limited to the purchase price paid to Hanplast Sp. z o.o. by the customer for the claims in question. The Guarantee shall not cover the photovoltaic module / modules made by Hanplast Sp. z o.o., which were used in a manner contrary to their intended use or assembly instructions or which were relocated, removed from their initial place of assembly and reinstalled.

6. SEVERABILITY

If any provision or clause or a part of them under this Guarantee or their use in the case of a given person or circumstances is inapplicable, invalid or unenforceable, such a provision or its part will not be executed, which shall not affect the validity or significance of the other parts, provisions or clauses of this Guarantee. Exercising of the rights under the Guarantee shall not affect the Seller's responsibility under warranty. The Guarantee does not affect or suspend the consumer's rights under the provisions on warranty against defects in the goods sold.

7. OTHER PROVISIONS

Repair or replacement of the photovoltaic modules or delivery of additional modules shall not result in creating new guarantee conditions or extending the primary terms and conditions of this Guarantee limited to photovoltaic modules produced by Hanplast Sp. z o.o. Guarantee claims shall be recognised only for the products manufactured by Hanplast Sp. z o.o. and provided with a label and serial number.

8. CONTACT DETAILS

GUARANTOR:

Hanplast Sp. z o.o. 3 Wł. Paciorkiewiczza Str., postcode 85-862 Bydgoszcz, Poland, hanplast@hanplast.com

IMPORTERS:

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