

PHOTOVOLTAIC MODULE GUARANTEE


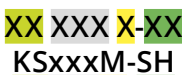
§ 1 GENERAL PROVISIONS

1. KENSOL Sp. z o. o. with its registered office in Gliwice, at ul. Daszyńskiego 609 A, 44-151 Gliwice, entered into the register of entrepreneurs of the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS number: 0000502634 NIP (Tax Identification Number): 6312652804 and REGON (National Business Registry No.): 243513406 hereinafter referred to as the Guarantor or KENSOL.
2. The Guarantor declares that the photovoltaic modules manufactured by it are of good quality, have the characteristics declared in the technical specifications and will function properly for the period indicated in this limited guarantee.
3. This limited quality guarantee does not require the guarantor's signature to be valid.

§ 2 PRODUCTS UNDER GUARANTEE

1. The limited quality guarantee covers the following modules manufactured by KENSOL Sp. z o. o.:
 - a) Monocrystalline photovoltaic modules: KS330MBF-60, KS320MFB-60 .
 - b) Shingled monocrystalline photovoltaic modules: KS390M-SH, KS395M-SH, KS400M-SH, KS470M-SH, KS475M-SH, KS405MB5-SBS, KS410MB5-SBS, KS485MB5-SB, KS490MB5-SB.

§ 3 CODING RULES FOR PHOTOVOLTAIC MODULES

<p>Monocrystalline PV module: KS330MBF-60, KS320MFB-60</p>
 <p>The marking of PV modules consists of numbers, letters, and signs as described below:</p>
<p><u>First part</u>: two letters which stand for the abbreviation of the company name: KS (stands for Kensol). <u>Second part</u>: three characters, corresponding to the power of the modules. <u>Third part</u>: sixth character, representing the manufacturing technology, M stands for monocrystalline, P for polycrystalline. <u>Fourth part</u>: seventh and eighth characters, representing the colour of the module, BF stands for black frame, SF for silver frame, FB for black frame and black laminate. <u>Fifth part</u>: the ninth and tenth characters correspond to the number of cells.</p>
<p>Monocrystalline PV module: KS330MBF-60, KS320MFB-60, KS390M-SH, KS395M-SH, KS470M-SH</p>
 <p>The marking of PV modules consists of numbers, letters, and signs as described below:</p>

First part: two letters which stand for the abbreviation of the company name: KS (stands for Kensol).
Second part: three characters, corresponding to the power of the modules.
Third part: sixth character, representing the manufacturing technology, M stands for monocrystalline, P for polycrystalline.
Fourth part: seventh and eighth characters, representing the manufacturing technology, SH stands for shingled.

Monocrystalline PV module: KS405MB5-SBS, KS410MB5-SBS

XX XXX X XX
KSxxxMB5-SBS

The marking of PV modules consists of numbers, letters, and signs as described below:

First part: two letters which stand for the abbreviation of the company name: KS (stands for Kensol)
Second part: three characters, corresponding to the power of the modules
Third part: M monocrystalline technology
Fourth part: B5 topologia połączeń ogniw w module
Fifth part: S - shingled technology
Sixth part: B - primary cell size = 166mm
Seventh part: S - white backsheet, black frame

Monocrystalline PV module: KS485MB5-SB, KS490MB5-SB

XX XXX X XX
KSxxxMB5-SB

The marking of PV modules consists of numbers, letters, and signs as described below:

First part: two letters which stand for the abbreviation of the company name: KS (stands for Kensol)
Second part: three characters, corresponding to the power of the modules
Third part: M monocrystalline technology
Fourth part: B5 topologia połączeń ogniw w module
Fifth part: S - shingled technology
Sixth part: B - primary cell size = 166mm

§ 4 STARTING DATE OF THE GUARANTEE PERIOD

1. This limited quality guarantee is valid from the date of installation at the end customer's premises or 90 days after leaving KENSOL's warehouses, whichever occurs first.

§ 5 DURATION AND SCOPE OF GUARANTEE

1. KENSOL Sp. z o.o. guarantees that for a period of 15 years from the commencement date of this limited quality guarantee, the photovoltaic module covered by the guarantee will function without fault and will not fail due to defects in design, material or process.
2. The guarantor declares that the loss of output power will comply with the minimum tolerance indicated on the label of the modules and the practical peak value which is determined by standard test conditions (STC).

a) for monocrystalline modules: in the first year the loss of power will be up to 3 % and from the 2nd to the 25th year of the guarantee period the loss will be 0.7 % per year. In

the last year, the power output will be no less than 80.2 %.

b) for shingle monocrystalline modules: in the first year the loss of power will be up to 2% and from the 2nd to the 25th year of the guarantee period the loss will be 0.55% per annum. In the final year, the power output is to be not less than 84.80%

3. The output guarantee covers only performance caused by aging or wear of the solar cells and does not apply to other components of the modules supplied. Performance degradation due to external factors or wear of other module components is excluded from the performance guarantee.

§ 6 WYDŁUŻONA GWARANCJA JAKOŚCI

1. W przypadku spełnienia wymagań określonych niniejszym paragrafem, KENSOL Sp. z o. o. gwarantuje, iż w okresie 25 lat od daty rozpoczęcia okresu niniejszej ograniczonej gwarancji jakości moduł fotowoltaiczny będący jej przedmiotem będzie działał bezawaryjnie i nie ulegnie awarii się z powodu wad konstrukcyjnych, materiałowych czy procesowych.
2. Warunkiem uzyskania wydłużonej, 25-letniej gwarancji na moduły fotowoltaiczne marki KENSOL, jest zlecenie gwarantowi wykonania dwóch płatnych przeglądów wykonanych pod rygorem utraty specjalnych warunków ochrony gwarancyjnej pomiędzy 14, a 15 oraz między 19, a 20 rokiem trwania okresu gwarancji.
3. Zgłoszenie wyrażające wolę wykonania przeglądów winno nastąpić bądź to w formie listownej na adres siedziby Gwaranta: KENSOL Sp. z o. o. 44-151 Gliwice, ul. Daszyńskiego 609 A bądź elektronicznie na adres e- mail reklamacje@keno-energy.com.
4. Brak zgłoszenia będzie skutkował utrzymaniem w mocy standardowych warunków ochrony gwarancyjnej i niemożnością wydłużenia jej w późniejszym terminie.
5. Gwarant informuje, iż możliwość wydłużenia ochrony gwarancyjnej do 25 lat dotyczy tylko modułów fotowoltaicznych KENSOL zamówionych po 12 Stycznia 2022 r i tylko w przypadku spełnienia wymagań określonych niniejszym paragrafem.

§ 7 GUARANTEE CLAIM

1. All claim notifications should be submitted by completing and sending notification to the address of KENSOL Sp. z o. o. 44-151 Gliwice, ul. Daszyńskiego 609 A, the claim form attached as appendix no. 1 to this guarantee, or in electronic version by sending the claim form to the address reklamacje@keno-energy.com
2. All claim notifications should be reported immediately, no later than within 3 days of noticing a defect.
3. If the guarantee claim is accepted, the Guarantor will, at its discretion, replace or repair the defective module free of charge, or, in special cases, refund its equivalent.
4. In the event of a claim notification stating that a module does not have the specified output power, the guarantee holder must, after consultation with KENSOL Sp. z o.o., have tests performed in accordance with IEC 61215 to test the output power under standard test conditions. Tests shall be performed under standard test conditions in an independent test laboratory approved by KENSOL Sp. z o. o. Standard test conditions are spectrum AM 1.5, irradiance 1000 W/m², cell temperature 25 degrees Celsius.
5. The guarantor undertakes to fulfill guarantee obligations by performing remedial actions within 30 days from the date of issuing a decision accepting submitted claim notification, with the provision that the waiting time may be extended by the waiting

time for spare parts from the manufacturer's suppliers.

6. If the guarantor decides to replace damaged module, which is no longer manufactured, it can supply another type of modules with comparable or better technical parameters and technical features.
7. All costs related to disassembly, installation, packaging, transportation both ways are borne by the buyer.

§ 8 GUARANTEE EXCLUSIONS

1. This guarantee does not apply if the loss of performance or defects have been caused by improper transport, handling, connection, maintenance or external influences.
2. The above guarantee does not apply if the drop in output below a certain value or the photovoltaic module is defective due to:
 - a) Use of defective system components such as defective inverters, mounting systems, connecting cables, or others.
 - b) Failure to comply with any of the requirements of the installation instructions for KENSOL photovoltaic modules.
 - c) Installation of a photovoltaic module by personnel not having the appropriate qualifications, understood as:
 - valid certificate confirming qualification to install renewable energy sources.
 - valid qualification certificate authorizing to operate devices, installations and networks.
 - construction license in the field of installation of networks, installations of electrical and electroenergetic equipment for the management of construction works.
 - d) Installation of the photovoltaic module in a location where its operating conditions do not fall within the range specified in the installation instructions.
 - e) Cracks in glass resulting from an external force.
 - f) Use of a photovoltaic module on a mobile object.
 - g) Intentional damage, unauthorized modifications, chemical reactions, or use of improper replacement parts.
 - h) Damage to the building on which the photovoltaic module has been installed
 - i) Natural disaster.
 - j) Exceedances of maximum allowable wind and snow pressure standards.
 - k) Use of the photovoltaic module in a manner contrary to its intended use.
3. The above guarantee does not apply in the following cases:
 - a) KENSOL sp. z o.o. has not received full payment for the completed order that is the subject of the guarantee claim.
 - b) The type, nameplate, or bar code of the module is altered, removed, or is illegible.
 - c) The module has been used in abnormal environmental conditions, in particular in

contact with salt water, sandstorms, surges or magnetic fields.

d) Colour differences between cells or modules.

4. The methods of terminating the guarantee claim indicated in §5 are the only remedies provided for under this guarantee. KENSOL Sp. z o.o. declares that it assumes no liability for costs arising from the exercise of rights under this guarantee. In particular, KENSOL Sp. z o.o. shall not be liable in any way for the costs of transport, insurance, customs clearance, disassembly and assembly of the photovoltaic modules claimed.
5. Under this limited quality guarantee, the guarantor assumes no liability for lost profits, indirect, consequential or incidental damages, (including loss of production, loss of profits, loss of goodwill, loss of business reputation, or losses resulting from delays).

§ 9 FORCE MAJEURE

1. KENSOL shall not be liable to you or any other third party for any failure or delay in performing its obligations, including under this Guarantee, caused by epidemics, strikes, uprisings, state of emergency warfare, natural disaster, fires, floods, lack of availability of adequate and sufficient labor, materials, loss of production capacity, and other unforeseeable circumstances that prevent or unreasonably hinder performance. Accordingly, the performance of this Guarantee will be withheld, reasonably, without liability for delay.

§ 10 FINAL PROVISIONS

1. If any provision or clause of this Guarantee is held to be invalid, unenforceable or void, this shall not affect the validity of the remaining provisions.
2. Any disputes that may arise from the application of the provisions of this guarantee shall be governed by Polish law and settled by the court having jurisdiction over the Guarantor's registered office.
3. This limited quality guarantee covers photovoltaic modules manufactured by the Guarantor and first placed on the market in the European Union.
4. Any change to the content of this limited quality guarantee shall require a written statement from the guarantor in order to be effective.
5. Nothing in this guarantee excludes or limits the end customer's claims against the seller under guarantee for defects in the goods sold.