



## WARRANTY TERMS AND CONDITIONS

Dear Purchaser,

each purchased product has been carefully manufactured and its functional ability has been tested in a final inspection. Nevertheless, should a photovoltaic module at any time exhibits a defect in material and/or workmanship or an output loss within the guarantee period, as defined below, without prejudice to any statutory rights as a purchaser, you are entitled to claim against 3Sun S.r.l. (hereinafter referred to as "3Sun") under the present "Product Warranty" and "Output Warranty".

**Warranty terms and conditions for the photovoltaic modules manufactured by 3Sun:**

**3SHBGH-AA-xxx, 3SHBGH-AB-xxx, 3SHBGH-AC-xxx, 3SHBGH-AD-xxx**

(hereinafter referred to as "3Sun Product/Products or PV Module/Modules")

**\* Note: Digit xxx: Module rated power**

### A: Product Warranty

#### 1. Scope of the Product Warranty

The present Product Warranty concerns material and/or workmanship defects that affect the functionality of the Module under normal application, installation, use and service conditions as specified in 3Sun's datasheet and installation and maintenance manual (hereinafter also "Installation Manual"), and it's valid and effective for a period of fifteen (15) years (hereinafter also "Warranty Period") from the delivery of the 3Sun Products, as proven by invoice and delivery note ("Warranty Start Date").

If a manufacturing defect in material and/or workmanship occurs on the Product (hereinafter the "Defective Product" or "Defective Products"), within the Warranty Period, it is possible to request the activation of the Product Warranty according to the following terms and conditions.

The Product must be installed, handled and used in compliance with the provisions set forth in the datasheet and the Installation Manual provided by 3Sun; therefore, any intervention on the Products not complying with the datasheet and the Installation Manual prevents access to this Product Warranty.

In the light of the above, this Product Warranty doesn't cover defects caused by: (i) improper use of the 3Sun Products; (ii) changes to the 3Sun Products; (iii) installation of the 3Sun Products in non-compliance with the Installation Manual

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provisions; (iv) operational errors due to the Purchaser or third parties actions.

## 2. Warranty Service

Under the condition that 3Sun has established and recognized the defectiveness of the 3Sun Product, as set out below in this Product Warranty, 3Sun will fulfill the warranty obligations, at its sole discretion, with the following alternative options:

- a) repairing the Defective Product free of charge;
- b) replacing the Defective Product with an akin Module type;
- c) if the Defective Product is no longer in production or available in stock, replacement of the Defective Product with another technically comparable and defect-free;
- d) refunding the value of the Defective Product according to the following alternative formulas, at 3Sun sole discretion:

- i) the "**Value of the Output Gap**", in accordance with the "**Product Adjusted Price (price per watt)** ", between the "**Guaranteed Power Output**" as described in paragraph "B" of the present document minus the "**Current Power Output**" measured at STC (Standard Test Conditions) in the Defective Module, to the extent that the defect causes an output gap:

*Value of Output Gap = Product Adjusted Price (price per watt) \* (guaranteed power output - current power output measured at STC).*

- ii) the "**Residual Value**" of the **3Sun Product** by considering the warranted **leftover service life** of the Defective Module(s) according with the below formula:

*Residual Value = Product Adjusted Price (price per watt) \* nominal power \* leftover service life/ 30.*

- iii) The market price of comparable modules - in terms of power class - available on the market on the date of the claim submission.

NB: *Product Adjusted Price (price per watt)* is the 3Sun Product price subject to an annual three-point thirty-three percent (3,33%) depreciation rate (and prorated, on a monthly basis, for any partial year) on the original Product price (price per watt), according to the sale contract, as evidenced by the selling invoice.

Should 3Sun decide at its sole discretion to fulfill the Product Warranty obligation





by refunding one of the three values according to option i), or ii) or iii) above, the total amount of the refunding shall not exceed in any case the sale price of the Defective Module(s) paid by the Purchaser.

As per the following sections, any installation/dismantling costs that accrue shall not be borne in any case by 3Sun.

## B: Output Warranty

### 1. Scope of the Output Warranty

The following Output Warranty applies exclusively to output losses from 3Sun Products not depending – even in part - on the defectiveness of the Product under the Product Warranty above.

The Product must be installed, handled and used in compliance with the provisions set forth in the datasheet and the Installation Manual provided by 3Sun; therefore, any intervention on the Products not complying with the datasheet and the Installation Manual prevents access to this Output Warranty.

In the light of the above, this Output Warranty doesn't cover defects caused by: (i) improper use of the 3Sun Products; (ii) changes to the 3Sun Products; (iii) installation of the 3Sun Products in non-compliance with the Installation Manual provisions; (iv) operational errors due to the Purchaser or third parties actions; (v) material and/or workmanship defects.

### 2. First Year guaranteed - Peak Power Output Limited Warranty

3Sun warrants the exact power output of the PV Modules as stated in the datasheet for the first year from the Warranty Start Date.

If the minimum "Peak Power Output at STC (Standard Test Conditions) reduces to less than ninety-eight % (98%) for the PV Modules, 3Sun, established and recognized the relative values, in order to bring the actual power output of the Modules back to the guaranteed level, will fulfill the warranty obligations, at its sole discretion, with the following alternative options:

- a) repairing the Product free of charge;
- b) replacing the Product with an akin Module type;
- c) if the Product is no longer in production or available in stock, replacement of the Product with another technically comparable and defect-free;
- d) refunding the value of the Product according to the following alternative formulas, at 3Sun sole discretion:

Alternatively, 3Sun may at its discretion decide to refund the value of the Module(s) according to one of the following alternative formulas:





- i) the **Value of the Output Gap**", in accordance with the **"Product Adjusted Price (price per watt)"**, between the **"Guaranteed Power Output"** as described in this paragraph minus the **"Current Power Output"** measured at STC<sup>1</sup> (Standard Test Conditions) in the Module:

*Value of Output Gap = Product Adjusted Price (price per watt) (guaranteed power output - current power output measured at STC).*

- ii) the **"Residual Value of the 3Sun Product"** by considering the warranted **leftover service life** of the Module(s) according with the below formula:

*Residual Value = Product Adjusted Price (price per watt) \* nominal power \* leftover service life/ 30.*

- iii) The market price of comparable modules, in terms of power class available on the market on the date of the claim submission.

NB: *Product Adjusted Price (price per watt)* is the 3Sun Product price subject to an annual three-point thirty-three percent (3,33%) depreciation rate (and prorated on a monthly basis for any partial year) on the original Product Price (price per watt) according to the sales contract as evidenced by the selling invoice.

Should 3Sun decide at its sole discretion to fulfill the Product Warranty obligation by **refunding one of the three values** according to option i), or ii) or iii) above, the total amount of the refunding shall not exceed in any case the sale price of the Module(s) paid by the Purchaser.

As per the following sections, any installation/dismantling costs that accrue shall not be borne in any case by 3Sun.

### 3. Second Year to Thirtieth Year Guaranteed - Peak Power Output Limited Warranty.

3Sun warrants that, for a period starting by the second year from the Warranty Start Date to the thirtieth year, the maximum annual power decline for the PV Modules will not be more than zero-point three zero percent (0.30%) of nominal power. If there is any decline exceeding the limitation specified hereinabove, 3Sun, established and recognized the relative values, in order to bring the actual power output of the Modules back to the guaranteed level, will fulfill the warranty obligations, at its sole discretion, with the following alternative options:

<sup>1</sup> PV Module temperature of 25 degrees Celsius; irradiation of 1000W/m2 with AM-1.5 spectrum, on a system calibrated by an accredited third-party laboratory (according to the latest version of IEC 61215 and IEC 61730).





- a) repairing the Product free of charge;
- b) replacing the Product with an akin Module type<sup>2</sup>;
- c) if the Product is no longer in production or available in stock, replacement of the Product with another technically comparable and defect-free;
- d) refunding the value of the Product according to the following alternative formulas, at 3Sun sole discretion:

- i) the **Value of the Output Gap**, in accordance with the "**Product Adjusted Price (price per watt)**", between the "**guaranteed power output**" as described in paragraph "B" of the present document minus the "**current power output**" measured at STC<sup>3</sup> (Standard Test Conditions) in the Module:

*Value of Output Gap = Product Adjusted Price (price per watt) (guaranteed power output - current power output measured at STC).*

- ii) the **Residual Value of the 3Sun Product** by considering the warranted **leftover service life** of the Module(s) according with the below formula:

*Residual Value = Product Adjusted Price (price per watt) \* nominal power \* leftover service life/ 30.*

- iii) The market price of comparable modules - in terms of power class - available on the market on the date of the claim submission.

NB: *Product Adjusted Price (price per watt)* is the 3Sun Product price subject to an annual three-point thirty-three percent (3,33%) depreciation rate (and prorated on a monthly basis for any partial year) on the original Product price (price per watt) according to the sale contract as evidenced by the selling invoice.

Should 3Sun decide at its sole discretion to fulfill the Product Warranty obligation by **refunding one of the three values** according to option i), or ii) or iii) above, the total amount of the refunding shall not exceed in any case the sale price of the Module(s) paid by the Purchaser.

As per the following sections, any installation/dismantling costs that accrue shall not be borne in any case by 3Sun.

<sup>2</sup> It is understood that 3Sun may deliver a similar product (of similar size, color, shape, and/or power output) in replacement of the affected Product if production of the affected Product is discontinued or such product is otherwise unavailable.

<sup>3</sup> PV Module temperature of 25 degrees Celsius; irradiation of 1000W/m2 with AM-1.5 spectrum, on a system calibrated by an accredited third-party laboratory (according to the latest version of IEC 61215 and IEC 61730).





### C) Limitation of liability to the Product and Output Warranty

The Product Warranty and the Output Warranty do not cover any damage or loss suffered by the Purchaser as a consequence of the defectiveness of the 3Sun Product or the lower power generated by the 3Sun Product.

In no case 3Sun will be held responsible for any damage - direct or indirect - suffered by the Purchaser as a consequence of the defectiveness of the 3Sun Product or the lower power generated by the 3Sun Product, such as loss of profit, damage from loss of chances, loss of commercial and/or goodwill opportunities, loss of energy or any other consequential damages.

The repair and/or the replacement of the 3Sun Products, as well as the supply of PV Modules, won't modify – in any case - the original Warranty Start Date and won't extend the Warranty Period for an additional period of time.

It is understood that this Product and the Output Warranty don't apply to the repaired and/or replaced Products.

Therefore, given that the Product Warranty and the Output Warranty enable the replacement and/or repair of the Modules just once, beyond the first replacement and/or repair, no further replacements and/or repairs of the PV Modules will occur.

As stated above, the Product Warranty and the Output Warranty don't cover the defects and/or the power losses caused by:

- improper use and handling of the 3Sun Product;
- installation and/or storage of the 3Sun Product in non-compliance with the provisions of the Installation Manual;
- operational errors attributable to the Purchaser or to actions by third parties (e.g. acts of vandalism).

Upon any warranty claim received from the Purchaser, 3Sun may request to perform an on-site (or warehouse's Purchaser) inspection at its own expense, with the eventual support of specialized companies or technicians. In any case, the on-site inspection 3Sun are subject to the Purchaser authorization.

The disposal and/or the dismantling of the Products by 3Sun, if occurred at site under this warranty, and/or by the Purchaser, shall be done in accordance with all local applicable regulations on electronic waste treatment and disposal. Products having been replaced shall not be sold, reworked or reused in any way, unless expressly authorized by 3Sun.

**EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE 3SUN'S SOLE AND EXCLUSIVE OBLIGATION AND THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR THE DEFECTIVENESS OF THE PRODUCTS AND/OR POWER LOSSES.**





#### D: Exclusions

The PV Modules, also given the constant exposure to climatic factors, are naturally subject to aesthetic modifications or other changes determined by their normal use ("**Aesthetic Modifications**"), such as, by purely way of example but not limited to: color changes, mold, normal wear of glass (visible or detectable through advanced diagnostics, e.g. electroluminescence, infrared, etc.), glass coatings or solar cells.

This Product and Output Warranty do not apply if such Aesthetic Modifications on the 3Sun Product do not cause failure to comply with the guaranteed rated power of the 3Sun Product pursuant to the Output Warranty or the guaranteed quality of the 3Sun Product for the purposes of the Product Warranty.

The Product Warranty and the Output Warranty do not cover power output losses and/or other defects caused by:

- installation, commissioning, putting into operation and/or use of the 3Sun Product contrary to: the 3Sun Product specifications, the Installation Manual, and the instructions on the label on the back of the 3Sun Product;
- 3Sun Product support structures and system components such as inverters, fasteners, generator or string connection cables and string diodes;
- installation of PV Modules and related components by unqualified or incompetent personnel;
- reinstallation of the PV Modules in a different location than the original one;
- connection of PV Modules with other technically incompatible module types;
- incorrect configuration, installation and wiring of the 3Sun Product, as well as incorrect design of the plant at which 3Sun Products are installed;
- exposure of the 3Sun Product to unsuitable environmental conditions;
- inadequate maintenance;
- damages caused by external factors (e.g. dirt on both sides of the module, salt, hail, animals force, chemicals, glass breakage due to external influences, flying objects or external loads, as well as vandalism and theft);
- application of paint or cleaning agents to 3Sun Products, as reported by the Installation Manual;
- installation of PV Modules – without 3Sun authorization - on mobile units such as – by purely way of example - vehicles and ships;





- occurrence of events of force majeure and in any event beyond 3Sun's and/or Purchaser's reasonable control (such as earthquakes, hurricanes, cyclones, volcanic eruptions, floods, lightning, indirect lightning, avalanches, exceptionally severe hailstorms, frost damage, landslides, insect plagues, war, etc.) or other unforeseeable circumstances;
- inadequate use, stoking and movement.

In addition, the Product Warranty and the Power Output Warranty cannot be applied in the following cases:

- removal or manipulation of the PV Module nameplate (located on the back of the 3Sun Product);
- application or attachment of marks, signs, inscriptions or stickers on the front or rear glass of the 3Sun Product without the express approval of 3Sun;
- non-payment by the Purchaser of the purchase price due to 3Sun or to 3Sun's distributor in case of indirect sale through such distributor;
- failure to activate the Product and the Output Warranty by the term provided for in the sections above;
- failure to claim under this Product over the Warranty Period;
- failure by the Purchaser to provide the proof of purchase or the information on the 3Sun Product necessary for the purposes of claiming under the Product Warranty or the Power Generation Warranty as provided therein.
- any intervention on the Modules, such as repairing operations, without 3Sun's authorization (considered that the Purchaser is obliged to claim 3Sun before making any intervention or autonomous repair on the PV Module);

Warranty claims will not apply if the product label, type or serial number of the applicable Product has been altered, removed or made illegible.

Except as otherwise agreed in writing, this Product/Output Warranty shall not apply to Modules installed out of the territory of the European Union, Norway and Iceland.

#### E: Claiming under the "Product Warranty" or "Output Warranty"

Claims under this Product and Output Warranty should be sent by submitting the specific claim form available on the 3Sun's website: [www.3Sun.com](http://www.3Sun.com)

The warranty claim must be filed within three (3) months after the point in time when the claim and/or the defect and/or the output gap arisen.





In order to bring a claim under the Product Warranty and/or Output Warranty, the end Purchaser will have to submit a written description of the defect including (i) the invoice showing the purchase date and the relevant delivery note; (ii) the model description and the Product serial number, (iii) the details of the PV plant and location on which the Products have been installed; (iv) the evidence of each 3Sun Product affected by the defect, in digital format (e.g., images and videos). In the event that the evidence presented by the Purchaser are not sufficient for the purpose of the claim analysis, 3Sun may request additional informations and evidences from the Purchaser (e.g. pictures, electrical measurements, thermographic analysis, etc).

The costs needed to the identification of the causes of the defectiveness and/or the output losses of the 3Sun Product, as well as the costs of dismantling, reinstallation and inspection of the 3Sun Products and any other indirect costs are borne exclusively by the Purchaser.

The request for activation of the Product Warranty and/or the Output Warranty will be considered validly presented only to the extent that the Purchaser has provided sufficient documented evidence to demonstrate that the malfunction or non-conformity of the 3Sun Products are derived exclusively from a defect in the 3Sun Product or a power loss covered by this Product and Output Warranty.

With reference to the Product Warranty, the PV Module(s) can be considered defective only if confirmed directly by 3Sun.

With reference to the Output Warranty, 3Sun is required to fulfill its warranty obligations only if the analysis of the power output of the 3Sun Product has demonstrated that the power losses do not depend on defects in material or workmanship of the PV Module.

Tests and analyzes of the electrical characteristics of the 3Sun Product must be conducted under the following conditions (**Standard Test Condition**): PV Module temperature of 25 degrees Celsius; irradiation of 1000W/m2 with AM-1.5 spectrum, on a system calibrated by an accredited third-party laboratory (according to the latest version of IEC 61215 and IEC 61730). Testing equipment tolerances will be applied to all actual power output measurements.

The Purchaser is required to submit a dated test report to demonstrate that the minimum rated power has not been achieved.

The Purchaser may require that the 3Sun Products be submitted for evaluation by an independent third party ("**Expert**").

In this case 3Sun and the Purchaser must agree on: i) the name of the Expert; ii) the perimeter of the entrusted investigation; iii) the deadline and any timetable for





carrying out the checks.

The Purchaser will bear all the expenses inherent to the Expert's testing activities (including those associated with the analysis, transport, inspection or testing of the 3Sun Product, as well as those relating to packaging and return of the 3Sun Product).

In the event of ascertained defectiveness of the Product and 3Sun's responsibility by the Expert, 3Sun will reimburse the Purchaser for the reasonable costs and expenses incurred.

Without prejudice to the above, 3Sun, at its sole discretion, may request the Purchaser that the Modules be sent back to the 3Sun factory for testing.

In this case 3Sun will provide the Purchaser with a written authorization to return the 3Sun Product ("**RMA**").

The Purchaser, equipped with an RMA, at its sole cost and expense, will be responsible for removing and shipping - in accordance with the packaging, storage and shipping guidelines of the 3Sun Product - the PV Module for testing.

At the time that the test has been carried out:

- i. if the claimed defect is recognized and accepted by 3Sun, 3Sun will provide one of the remedies described above at its sole cost and expense, including the shipping cost of the repaired or replaced 3Sun Product to the Purchaser. The installation costs of the 3Sun Product replacement remain sole charge of the Purchaser;
- ii. if the claimed defect is not recognized by 3Sun, 3Sun won't be responsible for the defectiveness of the Product, for the purposes of this Product/Output Warranty, and the Purchaser will reimburse 3Sun for any costs and expenses associated with the analysis, transport, inspection or testing of the 3Sun Product, as well as those relating to the packaging and return of the 3Sun Product, and those connected to its disposal, according with the applicable law.  
It's responsibility of the Purchaser to organize, at its sole costs and expenses, the removal of the 3Sun Product from the 3Sun inspection center within 30 (thirty) days of receiving the communication with which 3Sun declares not to recognize the defectiveness of the Product.  
In case of late or missed removal, 3Sun will charge the Purchaser an amount equal to the costs incurred in relation to the deposit, conservation, storage, handling and recycling of the 3Sun Product, in addition to a percentage of 10% of said costs as overheads. The costs for refunds and returns must be paid to 3Sun within 30 (thirty) days by the receipt of the relevant invoice. At the time that the aforementioned deadline has elapsed, the Purchaser will automatically be in default and interest will be due at a rate in an amount equal to a rate equal to 10% or the higher applicable rate "*ratione temporis*".

In the absence of RMA, 3Sun will not accept PV Modules, defective or otherwise, sent/returned arbitrarily by the Purchaser and the related risks and expenses (including by way of example those relating to the transport, loss and disposal of





the PV Modules) will be at Purchaser's charge.

3Sun, in the face of any warranty request received from the Purchaser, in order to fulfill its warranty obligations, may also, at its discretion, request to carry out, at its own expense, an on-site inspection at the Purchaser's premises, also with the third party support (companies or specialized technicians). In any case, before carrying out an on-site inspection, 3Sun must promptly notify the Purchaser in order to receive express authorization to carry out the visit to the Purchaser's facilities, which must not be reasonably denied.

A part from this hypothesis, the Purchaser cannot expect 3Sun to carry out inspections or checks at its plants and/or warehouses and in any case the related expenses cannot however be charged to 3Sun.

#### F: Guarantor

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#### G: Applicable law and place of jurisdiction

Applicable law: The present warranty is governed by Italian law.

Place of jurisdiction: Roma (Italy) shall be the exclusive place of jurisdiction with respect to any dispute arising out of or in connection with the guarantee.

#### Special note:

Unless otherwise instructed by 3Sun or required by law, the Purchaser shall dispose of out-of-use Module(s) in accordance with applicable regulations on electronic waste treatment and disposal at its own cost. If 3Sun decides or is required by law to retrieve the Modules, the ownership of the relevant Module(s) belong to 3Sun.

Unless authorized by 3Sun, any replaced Module(s) shall not be resold, reworked or reused in any way.

