

TERMS OF THE GUARANTEE FOR MODULES FROM ML SYSTEM S.A.

ML SYSTEM Spółka Akcyjna
Zaczernie 190G, 36-062 Zaczernie,
NIP: 517-02-04-997, REGON: 180206288; KRS: 0000565236

DEFINITIONS:

1. **Guarantor** – ML SYSTEM SPÓŁKA AKCYJNA based in Zaczernie, 36-062 Zaczernie 190G, entered to the Register of Entrepreneurs of the National Court Register (KRS) by the District Court in Rzeszów, 12th Commercial Division under the KRS number: 0000565236, NIP: 5170204997, REGON: 180206288;
2. **Manufacturer** – ML SYSTEM SPÓŁKA AKCYJNA based in Zaczernie, 36-062 Zaczernie 190G, entered to the Register of Entrepreneurs of the National Court Register by the District Court in Rzeszów, 12th Commercial Division under KRS number: 0000565236, NIP: 5170204997, REGON: 180206288;
3. **Client** – an entity purchasing the Product;
4. **Product** – goods manufactured by the Guarantor;
5. **Consumer** – a natural person making a transaction unrelated to their business or professional activity;
6. **Customer entrepreneur with consumer rights** – a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for him, resulting in particular from the subject of his business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity
7. **Installer** – an entity authorized to assemble and commission photovoltaic installations or by an engineer with valid construction qualifications in the installation specialty in the field of electrical and power networks, installations and devices without restrictions, or by a person holding renewable energy sources installer qualifications issued by the Office of Technical Inspection.

I. GUARANTEE

1. The Guarantor provides a guarantee for the Product on the terms set out herein, in particular according to the following rules:
 - a. guarantee for photovoltaic modules – as per the photovoltaic module technical data sheet.
2. The Guarantor provides a guarantee for the Product in accordance with the following terms and conditions:
 - a. The guarantee period starts on the date of installation of the Product, confirmed by the Installer, or the date on which the modules are sold, provided that the modules are installed and sold within 4 months from the Product manufacture date; otherwise the period starts after 4 months from the Product manufacture date.
 - b. The power of the modules is measured under the Standard Test Conditions (STC).
 - c. The modules have the power guaranteed in the Standard Test Conditions (STC) in accordance with the data specifications in the module technical data sheets.
 - d. If the power of a module is lower than the declared value, the Guarantor shall eliminate the decrease in power in excess of the declared value by repairing or replacing the defective module and shall provide the Client with an additional module(s) to compensate for the decrease in power. The Guarantor shall decide on the repair method.
 - e. The Client shall immediately notify the Guarantor about the decrease of power below the declared level.
3. The guarantee covers damage caused by:

- a. use of defective materials;
 - b. defective workmanship.
4. If the product is subject to this guarantee, the Guarantor shall repair or replace it. The defect removal method is selected by the Guarantor, taking into account the provisions of the Civil Code and the Act on consumer rights regarding guarantees. In the event of the Consumer's decision to exercise the rights resulting from the non-compliance of the sold item with the contract and/or warranty, the method of removing the defect is decided by the Consumer, on the terms and conditions resulting from generally applicable law.
 5. If the representative of the Guarantor or its authorized service, based on the inspection of the Product, in particular as a result of current-voltage measurements, finds no deviations and deviations of the measurement results from the parameters disclosed in the Product Data Sheet, the Customer may be charged with the costs incurred by the Guarantor in connection with the verification of an unjustified notification under the guarantee granted. This reservation does not apply to the Consumer and the Customer entrepreneur with consumer rights.

II. GUARANTEE APPLICATION RULES

1. The condition necessary for obtaining and maintaining the guarantee is to perform the installation and start-up of the photovoltaic system in accordance with the best construction practices, installation manual, manufacturer's guidelines and the rules specified in the following European industry standards: EN 1991-1, EN 13501, EN 60728-11, EN 62305, EN 62446, EN 60346, VDE 0105-100, SEP 004, IEC 62548 and IEC 61727.
2. The start-up of the photovoltaic system must be performed by the Installer. The acceptance report should include data, i.e. first name, last name and signature along with the number of the assigned rights or the certificate with the date of validity of the reference document for the authorised person.
3. The Guarantor is not liable for the defective functioning of the devices and systems resulting from:
 - a. improper operation, including inconsistent with the Modules Installation and Maintenance Manual;
 - b. repairs, improvements or changes made by entities other than the Guarantor, authorized by the Guarantor or indicated in this document;
 - c. physical wear and tear of elements or damage to elements that occurred as a result of lighting and overvoltage in the power grid;
 - d. other cases specified in the guarantee card issued to the Client;
 - e. failure of the Distribution Network Operator's network;
 - f. force majeure or weather events;
 - g. mechanical damage;
 - h. visible spots, in particular fingerprints;
 - i. defects resulting from the normal wear and tear of materials used in the production and not resulting in a decrease in efficiency, e.g. discolouration of frame, ageing of external elements, glass and metal coatings caused by weather conditions, discolouration of photovoltaic cells.
4. The Client shall carry out periodic inspections of the system from which the modules are made in accordance with the Construction Law, consisting in checking the technical condition of the electrical and lightning protection systems regarding their connections, equipment, safety measures and means of protection against electric shock, insulation resistance of wires as well as earthing of installations and apparatus.
5. Operation should be carried out in accordance with the module assembly and maintenance instructions, in particular, it is forbidden to stand on the modules and/or walk on them, due to the

possibility of causing irreversible mechanical damage to the module. Customer's breach of the above of the operating rules cancels the warranty liability of the Guarantor.

6. The matting of glass due to dust, contamination or residual water is not covered by the guarantee.
7. The guarantee is granted on the assumption that the modules shall be used properly, in accordance with their intended purpose, and that they do not bear any signs of wear and tear or external damage greater than resulting from normal use, and on the assumption that the Product has the relevant marking of the Manufacturer.
8. Compliance with the terms Photovoltaic Modules Installation and Maintenance Manual is the basis for lodging any guarantee claims.
9. The Guarantor allows for the possibility of issuing a guarantee document to the Client to specify different guarantee terms.

III. GUARANTEE PROCEDURE

1. If any defects and faults are identified in the Product during the guarantee period, the Client shall inform the Manufacturer thereof in writing, by electronic means (e-mail to the e-mail address: serwis@mlsystem.pl) or in person at the Guarantor's office, and shall present a proof of purchase and warranty card. The costs of an unjustified complaint may be transferred to the Client, unless it is contrary to the provisions of generally applicable law.
2. If the disassembly and delivery of the Product to the Manufacturer's office for the purpose of complaint processing is not possible the service technicians can arrive at the place where Products are located. All costs related to travel and on-site service are borne by the Client. The reservation expressed in the preceding sentence does not apply to the Consumer and the Customer entrepreneur with consumer rights. The costs will be determined by the Guarantor each time.
3. If the Client does not indicate another form of contact, lodging a complaint by electronic means with an indication by the complaining party of its e-mail address shall mean that the Client agrees to communicate with the Guarantor by electronic means, including to receive requests from the Guarantor and responses to the complaint by electronic means.
4. The complaint should include at least the name and surname/business name and correspondence address of the person lodging the complaint or other contact details, number and/or date of purchase proof (agreement), information about the item complained about, including in particular a photo of the Product's rating plate (with clearly visible markings), photo of the serial numbers of the Product covered by the application (with clearly visible markings), photos of all production labels on the Product (with clearly visible markings); signature of the person entitled to lodge a complaint – in the case of a complaint filed in paper form or the data identifying the addressee in the case of lodging a complaint in another form. The Client is obliged to give the reasons for the complaint as completely and comprehensibly as possible, describe the manner in which the event in question occurred, and, if applicable, indicate expectations regarding the manner of examining the complaint. If the complaint does not contain the above-mentioned information, the complaint procedure shall be extended by the time necessary to establish, with the Client, all data necessary for the Guarantor to take appropriate actions.
5. Complaints shall be examined within 14 working days from the date of receipt of the notification. If a defect is caused by reasons inherent to the Product, the Products considered defective shall be repaired or replaced with non-defective ones immediately within the time necessary for the Manufacturer to remedy the defects.
6. If as a result of an inspection of the Product the Guarantor identifies a defect subject to repair under the guarantee, the repair or replacement of the damaged Product with one free of defects shall be performed free of charge. The replaced Product remains the property of the Guarantor.

The condition for maintaining the guarantee for the repaired or replaced Product is that its reinstallation will be performed by an authorized entity.

7. If it is not possible to perform the repair on the day of the inspection due to reasons beyond reasonable control (the necessity to repair the Part in the Guarantor's production plant, unavailability of spare parts, bad weather conditions), the service technician shall determine the date of repair, not longer than 30 days from the above-mentioned date.
8. If an employee of the Guarantor's service or the Guarantor's Authorised Representative identifies, based on an inspection of the subject of the agreement, a defect not subject to repair on account of the guarantee granted, the repair or replacement of the damaged Product with one free of defects, at the request of the Client, shall be performed for a fee.
9. Before commencing a paid repair, the Guarantor's service employee shall inform the Client of the costs of repair and, if the costs are accepted, shall issue a paid repair order. The condition for performing a paid repair shall be the signing of the repair order by the Client.
10. If it is not possible to perform the repair on the day of the inspection due to reasons beyond reasonable control (the necessity to repair a part of the system in the production plant of the Guarantor, unavailability of spare parts, bad weather conditions), the service technician shall inform the Client about repair costs, prepare a paid repair order and specify the repair term not longer than 30 days from the receipt of the order by the Guarantor.
11. The repair or replacement of the damaged Product shall be confirmed by a repair report.
12. Liability for defects shall not apply to natural wear and tear and damage caused after the transfer of risk due to incorrect or negligent handling, installation, excessive use, improper use, improper operating measures and such chemical, electrochemical or electrical influences that are not provided for in the agreement.
13. Claims under the guarantee cannot exceed the actual gross value of the Product.
14. The Guarantor stipulates that, as a result of the examination of a complaint, they may deliver devices of a different type with the same or higher power than the modules covered by the guarantee or at least equivalent with respect to the characteristics of the modules sold to the Client.
15. In the case of replacement or repair of the Product, the guarantee period shall not start anew, unless the repair of the Product can be considered as a significant.
16. In matters not regulated hereunder, appropriate provisions of the Civil Code shall apply.
17. In the event of non-compliance of the Product with the agreement, the Client is entitled to legal protection measures by law and at the expense of the seller. This guarantee does not affect these legal remedies.
18. Any disputes arising out of this guarantee between the Guarantor and a Client who is neither a Consumer nor a Customer entrepreneur with consumer rights shall be settled by a court having jurisdiction over the Guarantor's office.