

## GUARANTEE CERTIFICATE FOR TRIENERGIA SERIES COE PHOTOVOLTAIC MODULES

Coenergia S.r.l., the manufacturer and supplier of TRIENERGIA photovoltaic modules, with registered office in Moglia (MN), Via Edmondo De Amicis N. 88, guarantees the quality and performance of TRIENERGIA Series COE-xxx photovoltaic modules according to the following terms and conditions:

### I.a) 10 year guarantee against manufacturing and material faults

Coenergia offers a 10 year guarantee for TRIENERGIA Series COE photovoltaic modules, which is effective as of the date of delivery to the first buyer, against any material or manufacturing faults which could prevent normal operation following the correct installation, use and maintenance conditions.

In the event that any manufacturing or material faults occur on the module during the guarantee period, Coenergia, according to the fault that has arisen, will replace or repair <sup>1</sup> the faulty module or refund the amount paid by the customer upon purchasing the module itself. Coenergia S.r.l. reserves the right to assess whether to replace, repair or refund the purchase cost based on its own judgements.

<sup>1</sup> In the event of repairing the photovoltaic module, the guarantee period will start from the date of the first purchase whereas in the event of replacing the photovoltaic module, the guarantee period will start from the date of delivery of the replaced module.

### I.b) Power supply guarantee 10 years – 25 years

Coenergia S.r.l. guarantees that during and up to the end of the period indicated below, the power supplied by the module, measured based on the standard test conditions <sup>2</sup>, will be no less than the values shown in the following table:

PERIOD (with effect as of the date of delivery to the first buyer)	MINIMUM POWER VALUE DELIVERED
10 YEARS	90%
25 YEARS	80%

<sup>2</sup> Radiation of 1,000 W/m<sup>2</sup>; spectral distribution at AM (air mass) of 1.5 and at cell temperature of 25° C . The measurements are carried out according to IEC 60904 legislation, calibrating the measurement device according to Coenergia S.r.l. calibration standards when the module is manufactured. The average power values will be valid if measured in the Coenergia S.r.l. laboratories or in external laboratories authorised by Coenergia S.r.l. itself (2) As a percentage of the minimum power of the module indicated by Coenergia S.r.l. at purchase, reported in the technical and commercial catalogues.

In the event that, following the necessary verifications, over the course of the indicated periods of validity of the guarantee, the photovoltaic module does not present the power values expressed, Coenergia S.r.l. undertakes according to the fault detected, to repair or replace the faulty module(s) and to supply the additional module(s) necessary to make up for the loss of power recorded so that the minimum power originally indicated is reached.

The guarantees referred to in points I.a and I.b represent the minimum guarantees offered by Coenergia S.r.l. for all the TRIENERGIA modules. Coenergia S.r.l. reserves the right to extend the same guarantees to adapt them to the characteristics of the various markets or countries. These extensions are outlined in a separate document from this one.

The guarantees resulting from this certificate are provided by Coenergia S.r.l. with respect for the general conditions and according to the following terms:

### II) Exclusions and limitations of the guarantees

**II.a)** The guarantee rights can be claimed in the period of validity defined and upon their discovery, except for in the event of visible faults, for which the complaint must be made within two months from the delivery date to the first buyer or within three months from the supply date and, however, always before installation.

**II.b)** The guarantee rights defined herein will exclude damage and operating or service faults on the modules due to:

1) Accidents, use on mobile units, or negligent, incorrect or unsuitable use.

- 2) Installation that does not comply with the product specifications as declared by Coenergia S.r.l. in the technical and operating manuals.
- 3) Damage caused by excess voltage, atmospheric discharge, floods, earthquakes, extraordinary climatic conditions, third party actions or any other reason that differs from the normal operating conditions of the modules.
- 4) The guarantee rights will also exclude modules whose serial number has been tampered with or cannot be clearly identified.
- 5) Aspects connected with the appearance of the module shall not be considered faults subject to claims under guarantee, except in the event that such faults lead to a reduction in the operation or performance indicated in the product technical data sheets.
- 6) The guarantee rights outlined herein do not cover the transport costs of the faulty modules, due to their return to Coenergia S.r.l. or subsequent redelivery to the customer. The guarantee also excludes any intervention costs following the disassembly of the faulty modules and any costs for installing replacement modules. Any faulty material must be returned by the customer carriage paid to our premises and must be accompanied by a copy of the purchase invoice, both for checking the power and repairing or replacing material.
- 7) Coenergia s.r.l. reserves the right to supply a different model from the original one, in order to comply with the complaints made in the guarantee period, as a replacement or extension, should the original model no longer be produced. All the models replaced will be of the TRIENERGIA brand.

### III) Claiming guarantee rights

Any customer who is a user <sup>3</sup> of TRIENERGIA photovoltaic modules who believes they have sufficient reason to claim their guarantee rights relative to this document, must follow the procedure outlined below:

<sup>3</sup> In the specific case of the power guarantee (par. I.b) the relative rights can only be claimed by the first buyer of the modules, purchased by the latter for his own use or by the legal owner of the original system in which the modules referred to in the complaint were installed.

- 1) Promptly inform Coenergia S.r.l. in writing by fax to +39 376/1999991 or email to the address [info@coenergia.com](mailto:info@coenergia.com) attaching a copy of the purchase invoice to the description of the fault.
- 2) As soon as Coenergia S.r.l. has received the complaint and examined it, making a decision on its grounding according to the terms defined in this limited guarantee document, the company will then contact the customer with the relevant instructions. The return of the modules referred to in the complaint cannot be carried out without prior written authorisation from Coenergia S.r.l.

### IV) Liability limitations

**IV.a)** Coenergia S.r.l. will not be liable to the customer either directly or indirectly for any non-fulfilment or delay in the application of any guarantee obligations deriving from force majeure or any other unexpected event out of the control of Coenergia S.r.l.

**IV.b)** The liability of Coenergia S.r.l. resulting from this Guarantee Certificate is limited to the above obligations and, quantitatively, to amount of the invoice paid by the customer for the purchase of the module referred to in the complaint, excluding any responsibility for indirect damage such as loss of data in IT applications, lack of income or profit loss from production, interruption of the service, damage caused directly or indirectly by reported faults, for personal injury attributable to voluntary or negligent conduct with respect to safety legislation and regulations, etc. not violating the legal provisions applicable in each individual country in relation to the liability of the product.

**IV.c)** The aforementioned limits to the guarantee are applicable as long as they do not violate the applicable legal provisions in each individual country in relation to the liability for the product. Should any of the clauses indicated above be cancelled, the cancellation will only be effective for that specific clause. All the other provisions will therefore remain in force.

**IV.d)** Any other guarantee right not expressly outlined in this certificate is excluded.

### V) Entry into force, application and validity of the certificate

This guarantee certificate entered into force in October 2011 as the 2<sup>nd</sup> edition and will be applicable to all the TRIENERGIA photovoltaic modules produced after that date. It will remain valid until the modification of the edition quoted above, which will be notified in good time in writing.