



## General conditions of LIMITED WARRANTY “SUNCOL BIPV MODULES”

### Limited warranty: materials and quality of execution

SUNAGE guarantees that the modules are free from defects in material or workmanship under normal conditions of application, installation, use and service. If the product does not comply with this limited warranty, SUNAGE undertakes, at its own discretion for a period ending 12 years (144 months) from the date of sale to the original purchaser/customer, to repair or replace the product or refund the purchase price. Repair, replacement or refund will be the only means of redress provided under this warranty.

The colour is guaranteed for a period of 10 (ten) years.

The result compared to the value measured between and in the sheets or compared to the mock-up must be  $\Delta E \leq 2$  outer glass side.

### Limited warranty: power output

SUNAGE guarantees for a period of 25 (twenty-five) years from the date of sale to the original purchaser/customer that the rated power under standard test conditions will remain at least 80% of the nameplate power of the module. Initial decay 3.0% the first year, followed by 0.68% per year, up to a minimum of 80% of the rated power of the module after 25 years.

At its own discretion, SUNAGE undertakes to repair or replace the product, to refund the purchase price or to provide the purchaser with additional modules to make up for the power failure, provided that it is established that this degradation is due to defects in material or workmanship under normal conditions of installation, application and use. The relevant power rating specified by SUNAGE is defined in the SUNAGE product data sheet valid at the time of shipment. Standard Test Conditions (STC) means an irradiation level of 1000W/m<sup>2</sup>, at 25°C solar cell temperature and an AM 1.5 spectrum.

### Limits and conditions

Except when otherwise declared in writing by SUNAGE, the terms provided in these General Conditions of Limited Warranty shall be the sole means of legal recourse.

The limited warranty referred to in this document does not apply to modules which, according to the sole discretion of SUNAGE, have been subject to improper use, negligence, accident (among which, damage caused by natural disasters or other exceptional events), or which have been damaged because of actions not authorized by SUNAGE such as, for example, misuse, tampering, alterations, repairs, other installations or incorrect applications or due to negligence in use, in storage, during transport, in handling and during routine maintenance.

The General Conditions of Limited Warranty do not, under any circumstances, cover costs connected to installation, removal, testing, packaging, transport or re-installation of the module, other costs regarding the fruition of the service of Limited Warranty or those connected to lost profit or earnings connected to performance or lack of performance of defective modules.

Modules repaired or substituted by SUNAGE by means of recourse in Limited Warranty will not be entitled to further periods of warranty, in respect of the original duration regarding the original product purchased. The modules, components and products substituted in warranty become property of SUNAGE. The terms of Limited Warranty of these General Conditions are applicable only for the original client/purchaser of the modules, respectively for any following owner of the original installation or site where the modules have been installed and



have remained without undergoing any kind of alteration (except for those agreed to in writing together with *SUNAGE*).

The conditions of this Limited Warranty supersede and replace any other limited warranty, expressed or implied, previously stipulated, including for information purposes only, the limited warranties regarding commercialization and fitness for particular purpose, use or application, and all other obligations or responsibility of *SUNAGE*, except in the case that said Limited Warranty, obligations or responsibility are expressly agreed to in writing, signed and approved by *SUNAGE*.

*SUNAGE* shall not be held responsible in any way for damage or injury caused to people or goods, or for other losses or injuries that should, in any way, come about or be connected in any way to the product, including for information purposes only, eventual defects of the module or connected to its use or installation. *SUNAGE* shall not be held responsible in any way for emerging or particular damage, caused to accessories, howsoever caused. Any overall responsibility of *SUNAGE* in relation to damage or other shall not exceed the price received by the retailer, per unit of product or for services provided or to be provided, as the case may require, object of the recourse or dispute.

If any part, provision or clause of these General Conditions of Limited Warranty, the sales conditions and the application of the same to persons or circumstances, are subsequently declared not valid, invalid or unenforceable, said conditions shall not concern the other parts, provisions, clauses or applications of the remaining terms and conditions, and shall therefore be considered not invalid. Any recourse or dispute concerning this Limited Warranty shall be governed by and construed pursuant to Swiss laws.

#### **Limited Warranty services**

Should the end user deem necessary to recourse to the conditions of Limited Warranty, he is required to notify in writing promptly and in advance to: **SUNAGE SA – Corso San Gottardo 54b - CHIASSO (CH)** with regards to his request.

The client must submit a written request, including proof of purchase of the module, serial number and type of failure of the product. *SUNAGE* shall determine, at its own discretion, the suitability of the request. *SUNAGE* may request that the product, object of the recourse in Limited Warranty, be sent back to the factory, at the client's expense. If the product is deemed faulty and is replaced without being sent back to *SUNAGE*, the client must send to *SUNAGE* the documentation proving that the product has been destroyed or disposed of correctly.

Please note that this document is also available in other languages. In the case of conflict between the different versions, the text in Swiss Italian will prevail.