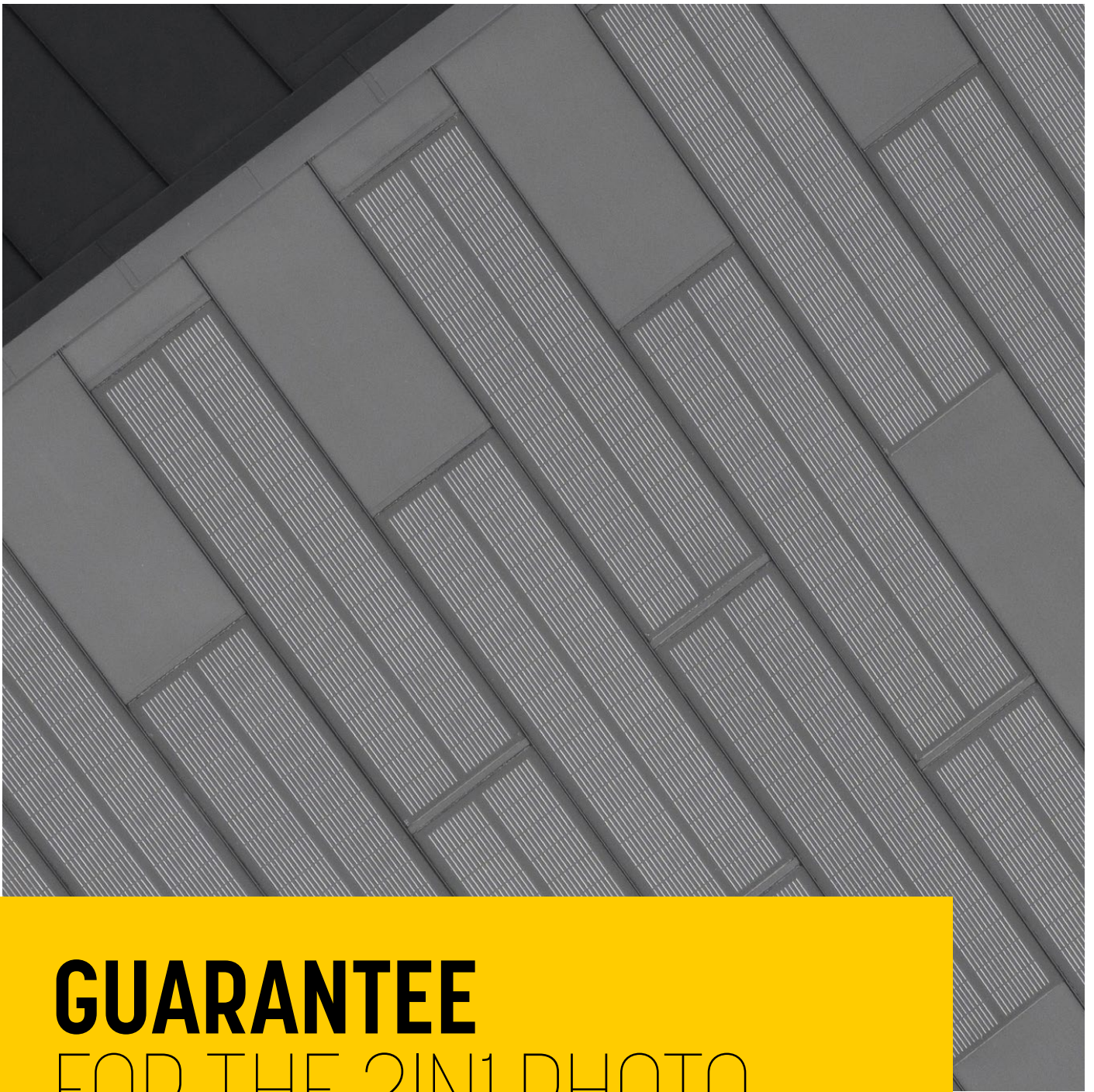




GUARANTEE

FOR THE 2IN1 PHOTO-
VOLTAIC STEEL ROOF

THE POWER OF ROOFS

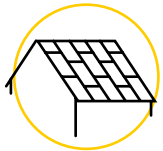


SOLROOF



Guarantee for the 2IN1 Photovoltaic Steel Roof - SOLROOF

The SOLROOF photovoltaic roof guarantee provides comprehensive protection, covering both the mechanical and electrical aspects of the product.



Roof guarantee - 30 years

We assure you that throughout the guarantee period the roof will fully perform as intended. As a result, you can rest assured that all SOLROOF roof components will last for many years, maintaining their properties and aesthetics. The guarantee period is 30 years from the date of sale to the end customer on the invoice. Detailed terms and conditions of the guarantee further below.



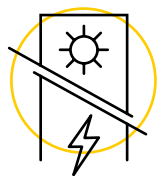
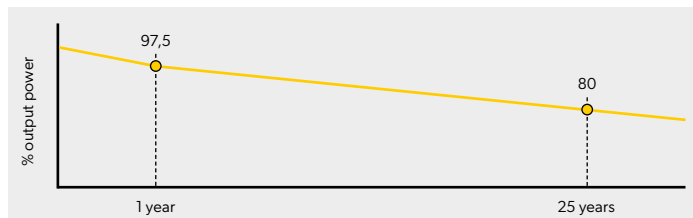
Peak power guarantee - 25 years

The Peak Power Guarantee is granted for a period of 25 years. It ensures that, under normal conditions of use, installation and maintenance, the peak power of photovoltaic modules does not fall below the specified values:

- **97.5% of the minimum peak power in the first year of operation.**

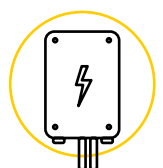
- **80% of the minimum peak power at the end of year 25.**

A power drop below these values due to manufacturing or material defects will be covered by the guarantee. The guarantee period is 25 years from the date of sale to the end customer on the invoice. Detailed terms and conditions of the guarantee further below.



Guarantee on FIT VOLT active panels - 12 years

The product guarantee covers the mechanical and electrical properties of the photo-voltaic modules. In the event of any defect, damage or failure of the panel, we undertake to replace it free of charge. The guarantee period is 12 years from the date of sale to the end customer on the invoice. Detailed terms and conditions of the guarantee further below.



Roof guarantee - 12 years

The guarantee on the inverter covers its mechanical and electrical properties. In the event of any defect, damage or failure of the inverter, we undertake to replace it free of charge. The guarantee period is 12 years from the date of installation of the unit. Detailed guarantee conditions are specified by the component manufacturer.



Optimisers guarantee - 25 years

The guarantee on the optimiser covers its mechanical and electrical properties. In the event of any defect, damage or failure of the optimiser, we undertake to replace it free of charge. The guarantee period is 25 years from the date of installation of the unit, as certified by the installer. Detailed guarantee conditions are specified by the component manufacturer.



SOLROOFCARE – extended guarantee

As a warranty add-on, we offer the possibility of extending the warranty as part of the SOLROOF CARE programme. This is an optional, chargeable service package that includes:

- **3 years additional product warranty (modules),**
- **5-year additional guarantee on optimisers,**
- **5-year additional guarantee on steel parts.**

In addition, SOLROOF CARE offers a technical support package that ensures a rapid response to requests - the first response time is less than 24 hours.





FIT VOLT GUARANTEE TERMS AND CONDITIONS

Article 1

DEFINITIONS

1. The terms used in these guarantee conditions mean:
 - a) **BP2**, shall be understood as the guarantor, manufacturer of the FIT VOLT photovoltaic roof panels, i.e. BP2 spółka z ograniczoną odpowiedzialnością with its registered office in Kraków, ul. Marii Konopnickiej 29, 30-302 Kraków, entered into the National Court Register kept by the District Court for Kraków- Śródmieście in Kraków, XI Economic Department of the National Court Register under KRS number: 0000369912, TIN: 6762431701, Statistical No. (REGON): 121387608,
 - b) **Client**, shall be understood as each owner of the Modules,
 - c) **Module**, shall be understood as ground-mounted crystalline silicon photovoltaic modules manufactured by BP2 with factory-fitted DC connectors and cables,
 - d) **Product guarantee**, shall be understood as the guarantee granted by BP2 to the Client, covering the mechanical and electrical properties of the modules, for the Guarantee Period of the product as indicated in these Guarantee Terms and Conditions, with the proviso that this guarantee does not cover the other components of the FIT VOLT product, i.e. inverters or optimisers,
 - e) **Guarantee for the steel part**, shall be understood as the guarantee provided by BP2 to the Client covering the steel parts of the Module for the Guarantee Period of the steel part as indicated in guarantee conditions,
 - f) **Final installation date**, shall be understood as a period of two months from the date of issue of the receipt invoice by BP2.
 - g) **Peak Power Guarantee**, shall be understood as the limited guarantee provided by BP2 to the Client for the Peak Power Guarantee Period indicated in these guarantee terms and conditions, covering the Module(s) so that under normal use, application, operation, installation and maintenance the



Module(s) will exhibit the Peak Power specified as a percentage of the Rated Power specified in the product data sheet of the relevant Module at the end of the 25th year of operation, it being understood that any decrease in power below the given percentage will be directly attributable to manufacturing or material defects and not the result of faulty installation,

- h) **Guarantee**, shall be understood as the Product Guarantee, Steel Part Guarantee and Peak Power Guarantee together,
- i) **Fitter**, shall be understood as an entrepreneur within the meaning of Article 431 of the Civil Code, who, within the scope of his/her activity, is authorised to carry out the installation together with the sale of the Modules, the entitlements must be valid as at the date of signing the guarantee card - the entitlements shall be understood as a valid qualification certificate authorising the operation of devices, installations and networks or a valid certificate confirming the qualification to install renewable energy sources (art. 136 and Art. 145 of the Act on Renewable Energy Sources) or a construction licence in the field of installation of networks, installations, electrical and power engineering equipment for the management of construction works, or the scope of conducted business activity entered in the appropriate register of entrepreneurs includes the performance of construction and roofing works,
- j) **Peak power**, shall be understood as the power, expressed in watt peak, generated by the Module at the point of maximum power under Standard Test Conditions (STC) according to the following assumptions:
 - cell temperature of 25 degrees Celsius;
 - light spectrum of AM: 1.5;
 - irradiation: 1000 W/m².

It is noted that measurements are carried out in accordance with IEC 61215. k)

- k) **Product Guarantee Period**, shall be understood as:
 - for the Module, a period of 12 years, from the time BP2 issues the invoice/receipt,
 - for the optimiser - according to the manufacturer's conditions
 - for the inverter - according to the manufacturer's conditions
- l) **Guarantee period for the steel part**, shall be understood as a period of 30 years from the date of BP2's invoice/receipt for the product.



- m) **Peak Power Guarantee Period**, shall be understood as the period, which commences on the date of commencement of the guarantee period, counted from the date of installation of the Modules, confirmed by the Fitter, and which is respectively equal to:
- 1 (one) year - in the event that the photovoltaic module's output power falls below 97.5 per cent of the minimum peak power under standard test conditions (STC), according to the product's technical data specification provided by BP2,
 - 25 (twenty five) years - in the event that the photovoltaic module's output power falls below 80 per cent of the minimum peak power under standard test conditions (STC), according to the product's technical data specification provided by BP2,
- n) **Defect**, shall be understood as a physical defect in the Product consisting in the Product not having the characteristics that it should have and/or the characteristics the existence of which BP2 assured the Client, and the existence of which is necessary for the proper functioning of the Product.
- o) **Product/Fit Volt** – shall be understood as the Roof Panel of the BIPV system (*Building Integrated Photovoltaics*), consisting of a tin roof panel with an integrated Photovoltaic Module manufactured by the Guarantor or its subsidiaries.

§ 2

EXERCISE OF THE GUARANTEE RIGHTS

1. Proof of receipt of the guarantee is provided by the Guarantee Card, which the customer receives in the form of a PDF document electronically after the invoice/receipt has been issued. The guarantee card and proof of purchase must be retained for the guarantee periods indicated in § 1.1 k-m. The absence of any of the aforementioned documents will constitute grounds for BP2 to reject claims under this guarantee.
2. Any claims under the Guarantee must be made in writing by registered post directly to BP2 or by email to claims@bp2.eu within a maximum period of 14 days from the date of discovery of the defect, otherwise the Guarantee shall be forfeited. The notification shall contain a precise description of the defect and the documents listed in § 2 paragraph 3.
3. In order for a claim to be processed, it is necessary, in particular, to present the Guarantee Card



together with proof of purchase (i.e. invoice, receipt, etc.), a copy of the acceptance protocol for the installation of the Module(s).

4. The Buyer is obliged to ensure that BP2's designees have free and compliant access to the claimed Module(s).
5. The complaint will be considered within 30 days from the date of its submission, unless the Buyer is a natural person running a business, when the content of the order shows that it is not of a professional nature for it. In this case, the complaint will be dealt with by BP2 within 14 days of receipt of the complaint. BP2 undertakes, within this period, to respond in writing or by e-mail to the contact e-mail address indicated by the Customer, with regard to the complaint, the manner in which it is to be resolved and, if the complaint is not accepted, to inform the Customer of the reasons for this decision. BP2 stipulates that the necessity to carry out the necessary additional expert opinions may extend this period until they are drawn up, of which the Client will be informed immediately in a manner agreed by the Parties.
6. It is solely at the discretion of BP2 to choose how to handle the complaint. Claims other than those mentioned in § 2 (5) are excluded to the extent permitted by law. The financial liability of BP2 may not exceed the value of the goods according to the proof of purchase to which the complaint relates. At the same time, when accepting a claim, BP2 reserves the right to amortise the Customer's claim at the rate of two per cent of the value of the goods for each commenced year of the period (starting from the second year of the guarantee period) for which the guarantee has been granted. The above rights of BP2 do not apply if the Buyer is a natural person running a business, when the content of the order shows that it is not of a professional nature for it. In such an event, the Buyer shall be entitled to the claims set out in Chapter 5a of the Consumer Rights Protection Act and the provisions of the Civil Code.
7. It is stipulated that the replacement of the Module(s) may consist in the supply of a Module(s) other than the Module(s) complained of, provided that the Module(s) supplied are of a performance not inferior to the Module(s) complained of in terms of nominal power and dimensions, and in the event that BP2 has ceased to manufacture the Module(s) complained of, BP2 shall be entitled to supply another type of Module(s) (different in terms of size, colour, shape and/or power).
8. The guarantee does not extend to or cover in any way any economic loss (including loss of revenue)



caused by the Module(s).

9. BP2's liability under the Product Guarantee and the Steel Parts Guarantee shall only extend to BP2's supply of defect-free goods to the Customer in an amount equal to the area of the defective goods, or to the repair of the claimed steel part of the Product by repainting it, or to provide the Client with suitable additional Module(s) to make up for the loss of Peak Power of the claimed Module(s) to a power at least equal to the relevant percentage of the nominal power of the claimed Module for the relevant Guarantee Period, or to refund the sale price for the defective goods with the simultaneous return of the defective goods by the Client, unless the Client is a natural person running a business, when the content of the order shows that it is not of a professional nature for it. In such an event, the Buyer shall be entitled to the claims set out in Chapter 5a of the Consumer Rights Protection Act and the provisions of the Civil Code. BP2's liability under the Peak Power Guarantee is set out in § 4.
10. BP2 stipulates that in the event of deletion, blurring leading to illegibility of the serial number of the Module, a warranty claim shall not be accepted.

§ 3

EXCLUSION OF RIGHTS

1. The guarantee is valid provided that:
 - a) the installation of the BIPV system was carried out in accordance with the art of construction and in compliance with all requirements for electrical installations.
 - b) installation took place before the expiry of two months from the date of BB2's invoice/receipt.
 - c) for assembly, the screws used were BP2 FASTENING screws and accessories made by the manufacturer - BP2
 - d) the recommendations of BP2 in the Assembly Instructions and the Instructions for Use and Maintenance of the SOLROOF roofing have been complied with. Assembly took place in accordance with the given instructions and product specifications.
 - e) damage is exclusively due to a quality defect in the goods and is not the result of normal use.
 - f) The Client is obliged to carry out a periodic inspection of the installation from which the modules are made in accordance with the provisions of the building law, consisting of checking the technical



condition of the electrical installation with regard to the state of efficiency of the connections, fixtures, protections and means of protection against electric shock, the insulation resistance of the wires and the earthing of the installation and apparatus. The Client is obliged to document the activities carried out (e.g. by means of an invoice or receipt for the service provided, photographs).

- g) to protect against lichen and when cleaning the roof, no agents containing copper ions have been used and the roofing does not come into contact with copper or liquid from copper pipes.
 - h) the sheets are not installed in areas exposed to corrosive agents, ash or other fragments of burnt substances, soot, cement dust, wet cement mortar, cement-based adhesives, materials that can cause galvanic or contact corrosion, and do not come into contact with fresh, damp and impregnated wood or contaminants of animal origin.
2. The rights under these guarantee conditions shall not apply if the damage or the lack of the intended functioning, properties or other specified characteristic of the Module, is caused by:
- a) fortuitous events, in particular natural disasters (including fire, flood, hail, lightning, wind), surges in the distributor's network or in the network inside the Customer's property, and damage caused by animals;
 - b) transport, store, use or disassemble the Module(s) contrary to the instructions, rules and intended use;
 - c) installation, use or maintenance of the Module(s) incorrectly or improperly in accordance with, among other things, the rules prescribed in the relevant manuals, including damage resulting from other components of the Client's installation or other equipment owned by the Client and in cases of use of the Module(s) with a malfunctioning safety device;
 - d) damage, however unintentional, caused by the Client or third parties, in particular during transport or installation;
 - e) non-normative operation of the distribution network operator's AC network;
 - f) change the location where the installation of the Module(s) carried out by the Fitter originally took place;
 - g) normal wear and tear or a fault or defect that does not adversely affect the operation of the Modules;
 - h) repairs or any modification of the Module(s) by the Client or anyone not duly authorised by BP2,



failure to comply with BP2's requirements for the Module(s) or their power supply;

i) non-compliance with applicable legislation.

3. BP2 shall not be liable to the Client or any third party for any defects or delays in performance, direct or indirect, caused by factors beyond BP2's control, such as extreme weather conditions and other circumstances such as force majeure, fire, flood, epidemic, riot, strike, restrictions, embargoes or unforeseen events or actions of a comparable nature.
4. BP2 is not liable when the system is installed and operated in areas subject to wind or snow loads in excess of the maximum allowable loads and in areas with no or minimal shading throughout the year. The maximum permissible load was specified as 2400 Pa. In addition, there should be no obstructions blocking the light near the installation site.
5. BP2 is not responsible for Module(s) damaged during lightning strikes. It is recommended to protect PV systems to be installed in areas with a high probability of lightning strikes.
6. BP2 is not responsible for Module(s) installed in the vicinity of the equipment or in areas where flammable gases may be generated or collected.
7. BP2 is not responsible for Module(s) installed in areas where aggressive substances, or any other corrosive agent, could affect the safety and/or performance of the Module(s).
8. BP2 is not responsible for Module(s) that have been treated with an acid or alkaline cleaner.
9. The instructions for use and maintenance of the SOLROOF system are an integral part of the guarantee conditions.
10. On factory-cut edges, corrosion not exceeding 10 mm over a section of 10% of the total edge is permitted.
11. The visual appearance of the Module(s) as well as any scratches, stains, mechanical wear, rust, discolouration, mould, deterioration, naturally occurring oxidation and other changes shall not constitute a Defect, provided that the change in appearance does not lead to a deterioration in the functionality of the Module(s). A claim in the event of damage to the Module(s) shall only arise to the extent that the Module(s) was (were) not affected by an external factor (e.g. incorrect installation, impact or dropping of the Module(s), etc.). In the event that, during the Product Guarantee Period or the Steel Parts Guarantee Period, the Client demonstrates one of the above-mentioned defects significantly affecting the functionality of the Module(s), BP2 will, at its sole discretion, either (a) repair



the defective Module(s), (b) provide a replacement or (c) provide monetary compensation in an amount determined by BP2 (which does not include loss of revenue).

12. This Guarantee shall be governed by and construed in accordance with the laws of Poland. The provision of a guarantee excludes the application of the provisions of Articles 556 et seq. of the Civil Code concerning the non-compliance of the sold thing with the contract, unless the Buyer is a natural person or a self-employed person, when the content of the order shows that it is not of a professional nature for it. In such a case, in the event of non-conformity of the sold thing with the contract, the Buyer is entitled by law to the remedies on the part and at the expense of BP2, indicated in chapter 5a of the Consumer Rights Protection Act and in the provisions of the Civil Code, and the guarantee does not affect these remedies.
13. BP2 shall not be liable for any direct or indirect loss or collateral damage arising from the Defect to which the Guarantee relates. Claims by the Client for damages other than those caused by the Defect are excluded.
14. Guarantees for products not manufactured by BP2 are defined by the respective manufacturer and do not apply where:
 - a) the product has been damaged as a result of misuse, abuse, accident, omission or lack of maintenance of the product,
 - b) the product has been damaged as a result of modifications, alterations or additions not previously approved in writing by BP2,
 - c) the product has been damaged due to non-compliance with applicable safety regulations concerning the proper use of the product,
 - d) it was installed or operated without complying with the requirements set out in the SOLROOF Coating Operation and Maintenance Manual, including, among other things, failure to provide sufficient ventilation for the product,
 - e) the product has been opened, modified or disassembled in any way without the prior written consent of BP2,
 - f) the product has been used in combination with equipment, articles or materials not allowed in the assembly instructions, the instructions for use and maintenance of the SOLROOF roofing or in violation of national laws and standards,



- g) the product has been damaged by software, interfaces, parts, consumables or other products not supplied by BP2,
- h) the product has been damaged as a result of inadequate site preparation or maintenance or incorrect installation,
- i) the product has been damaged or rendered unserviceable by accident, the actions of third parties and natural disasters (including fire, floods, hailstorms), lightning, wind, surges in the distributor's network or in the network inside the Client's property, and damage by animals,
- j) the product has been damaged as a result of direct exposure to seawater or other factors outside BP2's reasonable control or not resulting from normal operating conditions,
- k) the product is damaged during or in connection with dispatch or transport to or from the Client, if the Client is responsible for arranging the dispatch or transport,
- l) the defect concerns aesthetic or superficial defects, dents, marks or scratches that do not affect the proper functioning,
- m) parts separate from products, ancillary equipment and consumables such as cables, cable holders, fuses, wires and connectors supplied by others are damaged.

15. The Peak Power Guarantee does not apply:

- a) If the inspections specified in the SOLROOF Coating Operation and Maintenance Manual (e.g. cleaning, snow removal, etc.) and the inspections specified by building regulations are not carried out, especially within the scope and/or the Peak Power Guarantee Period,
- b) If Module(s) are not installed by Fitters. Installation and maintenance instructions can be found in the Installation Instructions and the Instructions for Use and Maintenance of the SOLROOF roofing,
- c) If the assessment by BP2 shows damage to the Module(s) or Defect caused by any of the following:
 - Misuse, negligence or accident, in particular leaving the Module(s) outdoors before installation without protection, using the Module(s) for other purposes as intended (installation other than on the roof), damaging them with improper force (e.g. dragging them on the floor/ground, dropping them on the floor), etc.
 - Failure to observe the Installation Instructions and the Instructions for Use and Maintenance of the SOLROOF roofing,
 - Repairs or modifications not carried out by BP2 or a certified third party approved by BP2,



- Power failure, natural disasters (including fires, floods, hailstorms, lightning, etc.), accidental damage or other events beyond BP2's control,
- Installation and operation in areas where salt, hail, sand, dust, air pollution, chemically active vapours, acid rain, soot, etc. are excessive, especially in coastal locations, coastal areas with high air salinity, deserts, industrial and heavily polluted areas (where acid rain is common). Adequate measures must be taken to ensure the performance and safety of the Module(s) when they are installed or operated in areas of heavy snow, extreme cold, strong winds or near coastal or desert areas where there is a susceptibility to salt spray, especially in areas prone to cyclones or hurricanes and areas with heavy snow cover. The guarantee covers panels operating in a limiting temperature range of -40°C to 85°C.

§ 4

PEAK POWER GUARANTEE

1. If the Module(s) is used under normal use, application, operation, installation and maintenance conditions, BP2 provides the following Peak Power Guarantee:
 - A. Peak power guarantee in 1 (first) year:
 - 1) BP2 guarantees for a period of 1 (one) year from the date of installation a minimum peak output of the PV element of not less than 97.5%;
 - 2) If the Module does not achieve the guaranteed peak power indicated above, BP2 undertakes to:
 - a) deliver defect-free Module(s) in a quantity corresponding to the size of the defective Module(s), or
 - b) repair Module(s) operating in accordance with specifications,in either case to restore the output to the specified guaranteed level, or
 - c) provide monetary compensation in an amount determined solely by BP2 (which does not include loss of revenue).
 - B. Peak power guarantee of 25 (twenty-five) years:
 - 1) BP2 guarantees that at the end of the 25th year of use, the nominal power of the DC component of the solar energy system will be at least 80% of the initial nominal power, with a maximum permissible power reduction of 20% and occurring linearly throughout the warranty period (i.e. linear output warranty).
 - 2) BP2 guarantees the operation of the Module(s) as described above for a period of 25 (twenty-five) years



calculated from the date of BP2's invoice/receipt. If the minimum "peak power at STC" for the Module(s) falls below 80% of the certified output power classification, BP2 undertakes to:

- a) deliver defect-free Module(s) in a quantity corresponding to the size of the defective Module(s), or
- b) repair Module(s) operating in accordance with specifications,

in either case to restore the output to the specified guaranteed level, or

- c) provide monetary compensation in an amount determined solely by BP2 (which does not include loss of revenue).

§ 5

PERSONAL DATA PROTECTION

In accordance with Article 13 of the General Data Protection Regulation of 27 April 2016. (Official Journal of the EU L 119 of 04.05.2016), BP2 sp. z o.o. informs that:

1. The administrator of the personal data provided by the Buyer is BP2 SP. Z O.O., UL. MARI KONOPNICKIEJ 29, 30-302 CRACOW,
2. The Buyer has the possibility to contact the Data Protection Officer of the trader– inspektor@bp2.pl or ul. Grojecka 39, 32-566 Alwernia,
3. Personal data provided by the Buyer will be processed for the purpose of fulfilling the contract - on the basis of Article 6(1)(b) of the General Data Protection Regulation of 27 April 2016,
4. The recipients of the personal data provided by the Buyer will only be entities involved in the complaints process or entities entitled to obtain personal data under the law,
5. The personal data provided by the Buyer will be stored based on the legitimate interest pursued by BP2,
6. The Buyer has the right to request BP2 to access, rectify, erase or restrict the processing of personal data,
7. The personal data provided by the Buyer will be kept until this legitimate interest exists.
8. The Buyer has the right to lodge a complaint with the supervisory authority,
9. The provision of personal data is voluntary; however, the refusal to provide data may result in the refusal to conclude a guarantee agreement or to process a complaint.



§ 7

FINAL PROVISIONS

1. The guarantee is valid in the territory of the European Union, excluding the countries bordering the Mediterranean basin under normal environmental conditions (atmospheric corrosivity C3 according to EN-ISO 12944-2:2018-02).
2. These Terms and Conditions of Guarantee do not constitute an insurance contract as referred to in Article 15 et seq. Act of 11 September 2015 on insurance and reinsurance activity and Article 805 et seq. of the Act of 23 April 1964 - Civil Code.
3. If any part of a provision or clause of these Terms of Guarantee cannot apply to any person or circumstance or is unenforceable or inapplicable, it shall be deemed invalid and shall not affect the remainder of all other parts, provisions, clauses or applications of these Terms of Guarantee.
4. In matters not regulated, the relevant provisions of Polish law, in particular of the Civil Code, shall apply.
5. Any changes to these Guarantee Terms and Conditions must be made in writing in order to be valid.