
PV MODULES WARRANTY

The photovoltaic modules are sold by DAX Solar S.r.l. with the following warranties:

WARRANTY FOR DEFECTS: DAX Solar S.r.l. guarantees the modules against material and manufacturing defects. The warranty is valid for a period of 20 years from the date of invoicing of the modules (the 'Effective Date') in accordance with Article 11 of Legislative Decree No. 206/05.

WARRANTY FOR MINIMUM POWER OUTPUT: DAX Solar S.r.l., based on the climatic chamber tests conducted for sector certification, guarantees the minimum power output of the modules for a period of 30 years from the Effective Date as follows:

For monocrystalline modules, PERC technology: Given a 2.5% decrease in the first year, it is estimated that the subsequent years of the warranty period will experience a reduction of 0.50% per calendar year from the date of purchase of the modules, reaching a minimum guaranteed performance level of 83% at the end of the 30-year warranty.

For monocrystalline modules, TOPCON technology: Given a 1% decrease in the first year, it is estimated that for the remaining years of the warranty period, there will be a decrease of 0.48% per calendar year from the date of purchase of the modules, reaching a minimum guaranteed performance level of 85.08% at the end of the 30-year warranty.

WARRANTY APPLICATION

In case of an anomaly, the buyer must send written notification to DAX Solar S.r.l. within ten (10) days from the delivery of the modules, indicating the serial number of the panels ("ID" detectable by the label) and an accurate description of the defect.

DAX Solar S.r.l., based on the information received, will determine whether to request the return of the modules to its own facility for the necessary verifications. In the case of a genuine defect in the modules, DAX Solar S.r.l. reserves the right to evaluate, at its discretion, whether to offer reimbursement of the purchase price, repair, or replacement, in whole or in part, with a newly produced product or its equivalent.

All costs associated with disinstallation, installation, and transport resulting from such intervention will be borne by the buyer. The removed modules and spare parts will become the property of DAX Solar S.r.l. upon replacement or removal.

The warranty period as defined herein is not intended to be extended or renewed at the time of repair or replacement of the defective module by DAX Solar S.r.l. The warranty period for repaired or replaced modules will therefore be equivalent to the remaining warranty period.

Limitation of liability.

Except as provided in this warranty, DAX Solar S.r.l. shall not be liable for any direct, indirect, specific, incidental damages, punitive compensation, and/or consequential damage or loss of profit, revenue,

savings, or turnover, damage to reputation and/or image suffered by or caused to the purchaser, end-user, or any other person connected with the product and/or the sale or use of the product.

In no event shall DAX Solar S.r.l.'s liability under this warranty exceed the loss or damage suffered by the buyer, up to a maximum of the sale price of the product that caused such loss or damage (as referenced by the specific purchase invoice). You agree that the terms of this warranty fairly allocate the risk between DAX Solar S.r.l. and the buyer; the price set by DAX Solar S.r.l. reflects this distribution of risk. In the absence of such risk-sharing and limitation of liability, DAX Solar S.r.l. would not have agreed to sell the product to the buyer.

Any dispute regarding the technical characteristics of the modules under this warranty, if not resolved through technical evidence, will be referred to an expert appointed by both DAX Solar S.r.l. and the buyer, at the buyer's expense. The findings of this technical expert will be binding and definitive. The final opinion must be justified.

The validity of this warranty, the interpretation of its terms and conditions, and the application of the rights and duties of the buyer and DAX Solar S.r.l. are governed by Italian law, with the exclusive jurisdiction of the Court of Milan (Italy).

EXCLUSIONS FROM THE WARRANTY

This warranty, which is valid for deliveries after the date shown at the bottom of the page, will be invalid and ineffective in case of:

1. Failure to follow installation and assembly instructions;
2. Installation and/or maintenance service by specialized technicians who are not qualified according to current regulations and/or the applicable regulations in the installation area;
3. Alteration or modification of the modules or their main components, without written authorization from DAX Solar S.r.l. (e.g., opening junction boxes, cutting cables and connectors, drilling the frame...);
4. Improper use, accidental damage, normal wear and tear, incorrect installation, storage, maintenance, repair or alteration, or incorrect connection and commissioning of the Modules;
5. Improper packaging and/or transport of the photovoltaic modules, when delivery is not carried out by DAX Solar S.r.l.;
6. Contact with fumes, environmental factors, chemicals, detergents, or any products and materials that may reduce the functionality or guaranteed power of the modules;
7. Failure to comply with DAX Solar S.r.l. maintenance recommendations and operating procedures;
8. Removal, alteration, deletion, or making the serial number or label of the Modules unrecognizable;
9. Installation of the Modules on mobile units, such as vehicles, ships, or offshore facilities;
10. Warranty expires if there is no proof of purchase or delivery;
11. Exposure to voltage levels exceeding the maximum system voltage or to voltage surges;

12. Events beyond the control of DAX Solar S.r.l., such as force majeure, including natural disasters, fires, accidents, floods, wars, terrorism, sabotage, or any other event, circumstance, or condition outside DAX Solar S.r.l.'s control.
13. If the Buyer defaults on any contract entered into with DAX Solar S.r.l.;
14. Loss of revenue from the modules (e.g., for minimum power below the guaranteed level);
15. Aesthetic defects or discoloration that do not affect the proper functioning of the modules; for example, but not limited to: small bubbles, slight misalignment of the ribbon or cells, small micro-cracks, variations in color of the components, and any other minor imperfections that do not compromise the functionality of the photovoltaic module.