

R.E.A.: MN-255611 Cap.Soc. 20.000,00 euro i.v.

# WARRANTY CERTIFICATE PHOTOVOLTAIC MODULES SERIES TRIxxxSP-yy / TRIxxxDP-yy / TRIxxxHP-yy / TRIxxxVP-yy

Trienergia Srl, manufacturer and supplier of photovoltaic modules, based in Strada Pavesa, 13/a 46023 Bondeno di Gonzaga (MN) guarantees the quality and performance of the photovoltaic modules under the TRIENERGIA Series TRIxxxSP-yy, TRIxxxDP-yy, TRIxxxTP-yy, TRIxxxVP-yy, according to the following methods and conditions:

## I.a) 20-year warranty against manufacturing and material defects

Trienergia offers a 20-year warranty on the TRIxxxSP-yy, TRIxxxDP-yy, TRIxxxTP-yy, TRIxxxHP-yy, TRIxxxVP-yy Series photovoltaic modules, starting from the date of delivery to the first purchaser, against any material or manufacturing defects that may prevent them from operating properly following the correct conditions of installation, use and maintenance.

In the event that during the warranty period the module has manufacturing or material defects, Trienergia undertakes, depending on the defect detected, to replace or repair¹ the defective module or to refund the amount paid by the customer at the time of purchase of the module itself. Trienergia Srl reserves the right to evaluate the replacement, repair or reimbursement of the purchase cost on the basis of its own evaluations.

<sup>IIn</sup> the event of a repair of the PV module, the warranty period will start from the date of the first purchase, while in the case of replacement of the PV module, the warranty period will start from the date of delivery of the replaced module.

# I.b) Linear warranty on efficiency and power delivered 12 years – 30 years

Trienergia Srl guarantees a maximum linear decay of 0.61% per year and that during and until the expiry of the periods below, the power delivered by the module, measured according to the standard test conditions<sup>2</sup>, will not be lower than the values shown in the following table:

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PERIOD (starting from	MINIMUM POWER
delivery to the first buyer)	DELIVERED VALUE
AT 12 YEARS	90%
AT 30' YEAR	82%

<sup>2</sup> Radiation of 1,000 W/m<sup>2</sup>; spectral distribution at AM 1.5 (atmospheric mass) and at 25° C cell temperature. The measurements will be performed: 1) according to the provisions of the IEC 60904 standard, calibrating the measuring device according to the calibration standard of Trienergia Srl at the time of manufacture of the module. The power averages will be valid if they are carried out in the Trienergia Srl laboratories or in external laboratories authorized by Trienergia Srl itself. 2) As a percentage of the minimum power of the module indicated by Trienergia Srl at the time of purchase, reported in the technical and commercial catalogues.

In the event that, following due investigations, within the indicated warranty periods, the photovoltaic module does not have the power values expressed, Trienergia Srl undertakes, depending on the defect detected, to repair or replace the defective module(s), or to supply the additional module(s) necessary to compensate for the loss of power detected so that the minimum power originally indicated is reached.

The quarantees referred to in points I.a and I.b represent the minimum guarantees offered by Trienergia Srl for all modules. Trienergia Srl reserves the right to extend the same guarantees to adapt them to the characteristics of the various markets or countries. These extensions will be reflected in a document other than this document.

The guarantees resulting from this certificate will be provided by Trienergia Srl in compliance with the general conditions and according to the following methods:

#### II) Exclusions and limitations of warranties

II.a) Warranty rights may be claimed within the defined period of validity and at the same time as they are discovered, except in the case of visible defects, in which case the complaint must be submitted within two months from the date of delivery to the first purchaser or within three months from the date of supply and in any case always before installation.

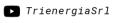
II.b) Damage and malfunctions of the modules resulting from:

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- 1) Accidents, use on mobile units, or negligent, erroneous, or inappropriate use.
- 2) Installation does not comply with the product specifications as stated by Trienergia Srl in the technical and operational manuals.
- 3) Damage caused by overvoltages, atmospheric discharges, floods, earthquakes, extraordinary climatic conditions, actions of third parties or any other reason other than the normal operating conditions of the modules
- 4) Modules whose serial number has been tampered with or is not clearly identifiable will also be excluded from warranty rights.
- 5) Aspects related to the aesthetics of the module will not be considered defects with the right to claim the warranty, except in the case where such defects lead to a reduction in operation or performance resulting from the technical data sheets produced.
- 6) The warranty rights shown here do not cover the transport costs of the defective modules, deriving from the return to Trienergia Srl and their subsequent return to the customer. Also not covered by the warranty are any intervention costs following the disassembly of the defective modules or costs for the further installation of the replaced modules. Any defective material must be returned by the customer ex our factory and must be accompanied by a copy of the purchase invoice, both for the power check and for the repair or replacement of the material.
- 7) Trienergia Srl reserves the right to provide a different model than the original module in order to comply with the objections accepted during the warranty period, by way of replacement or expansion, if the original model is no longer in production.

## III) Assertion of warranty claims

Any customer and user<sup>3</sup> of TRIENERGIA photovoltaic modules who believes that they have sufficient reasons to claim warranty rights relating to this document, must follow the following procedure:

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



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1) Inform Trienergia Srl promptly and in writing by email to <a href="mailto:info@trienergia.com">info@trienergia.com</a> attaching a copy of the purchase invoice to the description of the defect found.

2) As soon as this complaint has been received by Trienergia Srl and examined by it, deciding on its validity pursuant to what is defined in this limited warranty document, the same company will subsequently notify the customer with the necessary instructions. The return of the forms subject to the complaint cannot be carried out without the written authorization of Trienergia Srl.

## IV) Limitations of liability

**IV.a)** Trienergia Srl will not be liable to the customer, either directly or indirectly, for any non-compliance or delay in the application of warranty obligations that may arise from force majeure or any other unforeseen event beyond the control of Trienergia Srl

**IV.b)** The liability of Trienergia Srl deriving from this Warranty Certificate is limited to the above obligations and, quantitatively, to the consideration of the invoice paid by the customer for the purchase of the form subject to the complaint, with the exclusion of any liability for indirect damages such as loss of data in computer applications, loss of profit or loss of profit from production, interruptions of service, damage caused directly or indirectly by the defects complained of, for personal injuries attributable to wilful or negligent conduct with respect to safety regulations and regulations, etc., not in contravention of the legal provisions applicable in each individual country in relation to product liability.

IV.c) The above warranty limits will be applicable as long as they do not contravene the legal provisions applicable in each individual country in relation to product liability. If any of the above clauses are annulled, the nullity will only affect that clause. All other provisions will therefore remain in force.

**IV.d)** Any other warranty claims not expressly stated in this certificate are excluded.

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

This warranty certificate came into force on January 1, 2023 as Edition I and will be applicable to all PV modules of the TRIxxxSP-yy, TRIxxxDP-yy, TRIxxxTP-yy, TRIxxxVP-yy brand manufactured after that date. Its validity will be such until the modification of the edition which will be announced in writing in due advance.



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