

## LIMITED WARRANTY – GB-Sol PV MODULES

### Scope

1. Products – solar PV modules (“PV Modules”) manufactured by GB-Sol.
2. Beneficiary – the sole and exclusive beneficiary of this Limited Warranty is the end customer who purchases GB-Sol PV Modules from GB-Sol or an authorised distributor or authorised installer (the “Customer”). This is transferable in event of building sale.
3. GB-Sol Installer – a solar installation company with up to date training by GB-Sol and all necessary & up to date certifications required such as MCS.
4. Validity – this Limited Warranty supersedes any warranties issued by GB-Sol for PV modules prior to the date of this Limited Warranty.

### Product Warranty

5. Subject to the terms in this Limited Warranty GB-Sol warrants that GB-Sol PV Modules supplied are free of defects in materials and/or workmanship which have a significant negative effect on performance. Any significant failure by the PV Module due to defects in materials and/or workmanship shall be a “Product Defect”.
6. This Product Warranty is valid for the Product Warranty Period stated in the data sheet from the date of shipment of the relevant PV Modules from the GB-Sol factory.

### Power Warranty

7. Subject to the terms in this Limited Warranty GB-Sol warrants the power output of GB-Sol PV Modules supplied will meet the Power Warranty percentages stated in the relevant PV Module’s data sheet at the time of manufacture. Any failure by the PV Module in this regard shall be a “Power Defect”.
8. This Power Warranty is valid for the period stated in the data sheet from the date of shipment of the relevant PV Modules from the GB-Sol factory.

### Weatherproofing warranty

9. Subject to the terms in this Limited Warranty GB-Sol warrants the weatherproofing performance of the Roof Integrated System and the PV Slate.
10. This Weatherproofing Warranty is valid for the period stated in the data sheet from the date of shipment of the relevant PV Modules from the GB-Sol factory.

### Conditions

11. This Limited Warranty is only valid when GB-Sol PV Modules are
  - a. installed and serviced by a GB-Sol Installer;
  - b. installed and operated in accordance with the relevant GB-Sol instructions;
  - c. where any malfunctions in the product are exclusively due to defects in materials or workmanship by GB-Sol; and,
  - d. serviced at least every 5 years by a GB-Sol Installer (only required for the Weatherproofing Warranty).

## Exclusions

12. This Limited Warranty shall not apply in the following circumstances for the relevant PV Module:
- a. colour or other changes to the appearance;
  - b. If the Customer has not complied with the purchase payment obligations;
  - c. if the transport, storage, installation or handling at any time fails to strictly comply with the relevant GB-Sol instructions and conditions for that PV Module;
  - d. if the PV Module is physically or electrically damaged, altered or if the glass is broken, including accidents, lightning strikes, Acts of God and damage by third parties;
  - e. damage caused by ground movement or by a failure of the structure beneath the PV Modules;
  - f. misuse including damage caused by walking on unprotected PV Modules, accidental damage or deliberate damage;
  - g. damage resulting from wind and rain conditions more severe than those occurring on one in 50 year conditions at the site;
  - h. damage caused by pollution;
  - i. if the PV Module is physically or electrically damaged or altered by the distributor or installer, even if the distributor or installer was recommended by GB-Sol;
  - j. if the PV system is earthed and does not include suitable protections for residual currents, potential induced degradation and suitable anodic protection where metal to metal joints are made;
  - k. if the PV system and other components are of a design or configuration that does not meet the standards typically used by experienced professionals in the solar industry;
  - l. if the PV Module is not sufficiently & securely fastened for its intended application;
  - m. if the PV Module and associated system is not serviced, maintained or cleaned as per the manufacturer's instructions;
  - n. if the PV Module is used outside of its intended application or under exceptional conditions unknown to GB-Sol at the time of order;
  - o. if the PV Module has been removed from its first installation and then re-used; and
  - p. if any defect is not notified to GB-Sol both within 30 days of discovery and before the end of the Warranty Period for that PV Module.

## Warranty Claims

13. Customer inspection – the Customer or their installer must inspect the PV Modules for visible defects immediately upon receipt and notify GB-Sol of any defects immediately, prior to installation and no later than 30 days after delivery.
14. Warranty Claims – the Customer is entitled to make claims under this Limited Warranty (“Warranty Claims”) provided that the Customer has provided documented evidence to prove that the claimed defects result exclusively from a Product Defect or Performance Defect.
15. Proof of purchase – the Customer must provide copies of the original sale documentation of the relevant PV Modules or proof of building purchase in event of building sale where a GB-Sol system is present.
16. GB-Sol must be given the opportunity to view and investigate the cause of the alleged defect ‘in-situ’.
17. Returns – the proposed method for returning any claimed defective PV Modules must be approved in advance and in writing by GB-Sol, with all costs of transportation being at the Customer's expense. GB-Sol will then undertake technical inspection of the modules under standard test conditions at its own expense.

18. Ownership of returned PV Modules – any PV Modules returned to GB-Sol will remain the property of the Customer until testing has been completed and GB-Sol has provided a replacement or a refund, at which time ownership of the defective PV Module will pass to GB-Sol and GB-Sol will refund any reasonable transport costs incurred under clause (15). Any replacement or repaired PV Modules will be warranted for the remainder of the original warranty period for the PV Modules replaced or repaired.

### Remedies

19. Defect Remedy – If GB-Sol confirms that any individual returned PV Module has a Product Defect or Power Defect then GB-Sol may either:
- Remedy or repair that defect; or
  - Provide a replacement PV Module; or
  - Provide the Customer with monetary compensation equal to shortfall in warranted performance as a proportion of the original purchase price of that PV Module.
20. Sole Remedy – the Defect Remedies described in clause (17) above are GB-Sol's sole and exclusive liability & obligation to the Customer for any Product Defect or Performance Defect in any PV Module.
21. GB-Sol is not liable for any other costs or losses incurred by the Customer including access & scaffolding, the dismantling or installation of the PV Modules or loss of power.

### Limitations & Jurisdiction

22. The total liability of GB-Sol relating to this warranty and the PV Modules supplied will not exceed the amount paid to GB-Sol for each relevant PV Module.
23. Governing Law - This warranty is made under the laws of England and Wales.

### Warranty Periods

Unless otherwise stated in the product data sheet issued with the PV Modules purchased, the GB-Sol standard warranty durations for each product type are as follows:

Framed glass PV module: Product Warranty Period of 25 years. Power Warranty of 90% of Nominal Power Output for 10 years and 80% for 25 years.

Glass PV laminate when part of RIS system: Product Warranty of 25 years. Power Warranty of 90% of Nominal Power Output for 10 years and 80% for 25 years. Weatherproofing Warranty of 25 years.

PV Slate: Product Warranty of 25 years. Power Warranty of 90% of Nominal Power Output for 10 years and 80% for 25 years. Weatherproofing Warranty of 25 years.

Semi Flexible Leisure Panel: Product Warranty of 1 year. Power Warranty of 90% of Nominal Power Output for 1 year.