

TreeSystem srl

WARRANTY CONDITIONS

for Solar PV Ground Mount Systems

Project: xxxxx

Address: xxxxxxxx

As referred to in the offer xxxxxx Dated xxxxxx

TreeSystem Srl

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info@treesystem.it

General warranty conditions

TreeSystem guarantees that its Solar Mounting Structures are free from material and manufacturing defects that prevent normal operation under the recommended conditions for use, installation and maintenance. Solar Mounting Structure intends the steel elements supplied excluding all fixing.

Warranty shall apply exclusively to the goods the customer has bought directly from TreeSystem. Warranty for TreeSystem products bought via a third party will be dealt with by the seller.

The warranty is valid only when TreeSystem has declared the applicability to the specific installation.

Non-compliance with drawings or manufacturing defects visible at the time of unload of the goods must be immediately notified to TreeSystem and in any case before the assembly.

If the damage reported by the customer is covered by these terms of warranty, TreeSystem will repair or replace the goods affected by the damage. The decision to replace or repair the goods is entirely at the discretion of TreeSystem.

TreeSystem reserves the right to use the services of authorized third parties to complete these tasks.

The replacement or reparation of goods approved by the terms of the warranty, is limited to the replacement of damaged components. The Warranty does not extend to the costs of transportation, uninstalling and new component installation labour.

Duration of Warranty

The duration of the warranty is extended to a period of 5 years that will start from the delivery of the goods to the customer.

In the case of further supply, integration, replacement or repair, the warranty period will remain unchanged.

The duration of the warranty is valid as long as the activities of ordinary and extraordinary maintenance provided by the Maintenance Plan are regularly carried out and the reports of the inspections and interventions appropriately drafted and sent to TreeSystem no later than 90 days after their completion.

Exclusions and Limitations of Warranty

The warranty excludes any damage caused by negligent, improper or inappropriate use of the structure with respect to the purpose for which it was designed.

The warranty excludes the cost of transportation for delivery or the return of components, and the cost of uninstallation and re-installation of the components covered by the warranty.

The warranty does not cover defects related to aesthetic aspect of the structure or its coating protection unless these defects compromise the functionality and / or stability of the system. Therefore physiological decay of the superficial protection as well as the appearance of oxidation will not in themselves be considered as defects unless they affect the reliability of the structure during the life of the warranty.

The Warranty does not cover damages deriving from any non-compliance to the TreeSystem handling, stocking, installation and maintenance guidelines contained in the Static calculation and Technical report as well as those contained within the Installation Manual and the Maintenance Plan prepared by TreeSystem for the specific project.

The warranty does not cover damage resulting from the application of the structure under different environmental conditions to those detailed in the technical report relating to snow loads, wind and for the aggressiveness of the

environment considered inferior to CR3 (average aggressiveness) according to the classification determined by the International Standard reference to ISO 9223:2012. Corrosion arising from the entrapment of pollutants or from abnormal atmospheric pollution (e.g. Output of a coal fired power station or any other heavy industry), acid rain, condensation, salt, or from contact with gases, fumes or chemicals not commonly present in the atmosphere. Characteristics of soil with parameters not included in the following ranges: pH =>7.0; H₂O =<40.0% (moisture content); Chlorides <20PPM (c.a 20mg/l).

The warranty excludes damage caused from the installation and maintenance by non-specialized personnel and those that are not authorized by TreeSystem.

The warranty does not cover indirect damage resulting from defects in the supplied structure such as damage to items not being supplied by TreeSystem, works stoppage, loss of profit, interruption of service and so on.

The warranty excludes any damage caused by external influences after delivery to the customer, in particular, changes, alterations, additions, repairs, use of goods with foreign parts owned by the customer or third parties, ground movement when they exceed the parameters imposed by the design, vandalism, damage caused by animals, riots, unrest (civil war, demonstrations), falling objects, volcano, floods, earthquake, natural disasters, power surges, fire, explosion, lightning as well as overloading of an exceptional nature not forecast for the installation site and different from those specified in the technical report.

Claims for warranty

Warranty claims will only be possible when the goods are paid in full.

The total cumulative cost of remediating faulty materials under this Warranty will not exceed the invoiced value of the supply.

In the event that defects or anomalies that the customer believes may be eligible for a warranty claim are detected, the customer must give written notice to TreeSystem no later than 15 days after discovery. For material delivered with visible manufacturing defects or damage caused by handling which is believed to be directly attributable to TreeSystem, the complaint must be made upon the receipt of the material on site and in any event prior to any installation of the goods.

At the time of notice or otherwise at the request of TreeSystem, the customer is required to provide as much information as possible about the extent and quality of the defect and to transmit all the data available that is necessary to determine the cause of the damage (Clear and detailed description and photographic report) .

When adequate information about the defect for which the customer intends to claim warranty has been received, TreeSystem will investigate the complaint and, if it finds that there are sufficient grounds for the performance guarantee to be invoked, action will be taken as prescribed above within 180 days. If TreeSystem considers necessary to inspect directly the defect subject of the claim, the access to site must be allowed within 15 days from the notice.

References to whom notices of claims, as well as the documentation required for the maintenance of the guarantee (inspection report), should be sent to the following addresses:

fax: +390429773082

email: mtsa@pec.it

mail: Via Moraro nr 22, 35020, Pozzonovo (PD),Italy

The return of components which are the subject of a claim cannot be made without the prior written consent of TreeSystem.

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