

Roofit Solar Energy Warranty Conditions

Product Warranty 10 years
Peak Performance Warranty 25 years

Acronyms

BIPV	Building Integrated Photovoltaic
STC	Standard Test Condition
PV	Photovoltaic

Definitions

Purchase price	The price which the Buyer paid for the Product(s).
Product Warranty	Roofit Solar Energy provides a limited warranty on the operation and equipment of the Product(s) during normal use.
Peak Performance Warranty	The limited warranty that Roofit Solar Energy provides for the peak performance of its Product(s).
Buyer	A party which purchases the Product(s) from Roofit Solar Energy.
Warranty Claim	A request from the Buyer to make a claim in accordance with the warranty issued by Roofit Solar Energy.
Warranty Period	The period beginning on the date of purchase by the Buyer.
Installation	The actual provision and installation of the Product(s) at a location indicated by the Buyer.
Contract	Every contract for the delivery of Product(s) between Roofit Solar Energy and the Buyer.
Parties	The Buyer and Roofit Solar Energy jointly.
Peak Performance	The peak performance in watts generated by a photovoltaic module at the maximum performance point.
Product(s)	Roofit Solar Energy BIPV modules (i.e. metal integrated photovoltaics).
Roofit Solar Energy	Roofit Solar Energy OÜ, registry code: 12978418.
Standard Test Conditions (STC)	The determination of the actual yield of solar panels is done according to Standard Test Conditions. These are as follows: light spectrum of AM1.5, irradiance of 1000 W/m ² , and temperature of 25 °C.

Introduction

General

These terms and conditions apply to all Contracts of Roofit Solar Energy. And are valid as of (01.04.2020)

1. Roofit Solar Energy Ltd. provides a Product Warranty applicable to Product(s) and applicable solely to the Buyer.
2. With regard to the Peak Performance Warranty, the Peak Performance in watts applies that a Product generates at the maximum performance point under STC. The power actually delivered by the Product(s) shall be established for verification solely under STC. The measurement of the actually issued power shall be carried out either by Roofit Solar Energy or by an authorized third-party testing body recognised by Roofit Solar Energy. Test equipment tolerances shall be applied to all power measurements.
3. The effective commencement date of the Product Warranty and the Peak Performance Warranty is the date of purchase of the Product(s) by the Buyer.
4. The Product Warranty provided by Roofit Solar Energy and the Peak Performance Warranty only covers claims from the Buyer which are received in written form by Roofit Solar Energy during the Warranty Period.
5. The transport costs for the defective Product(s) are not covered by any of the warranties, or otherwise, in particular, but not limited to the return of the Product(s) to the production facility or to any other measuring facility or to a new delivery of repaired or replacement Product(s). The return of the Product(s) to Roofit Solar Energy is permitted strictly after a written consent has been obtained from Roofit Solar Energy. The guarantees do not cover any costs related to testing, removal or installation of the Product(s), as well as any other expenditures incurred by the Buyer. Any other potential costs incurred in connection with the Product(s) are also excluded from this Product Warranty.
6. The visual appearance of the Product(s) as well as any scratches, stains, mechanical wear, rust, discoloration, mould, deterioration, naturally occurring oxidation and other changes do not represent defects, as long as the change in visual appearance does not lead to deterioration in the functional capability of the Product(s). A claim in the event of Product(s) breakage arises only to the extent that there was no external influence on the Product(s) (e.g. improper installation, hitting or dropping the Product(s) etc.). In case during the Warranty Period the Product(s) exhibits one of the above-mentioned defects and this has an effect on the functional capability of the Product(s), Roofit Solar Energy shall, at its own discretion, either (a) repair the defective Product(s), (b) supply replacement or (c) provide monetary compensation in the amount determined solely by Roofit Solar Energy (which shall not include loss of revenue).
7. With regards to claims in the context of a warranty, the original invoice must be submitted to Roofit Solar Energy.
8. Repair or replacement of Product(s) shall not result in an extension of the valid warranty period; the original warranty period still applies.

The Warranty

PV component

Product Warranty

1. Roofit Solar Energy guarantees for a period of 10 years (120 months), commencing on the effective date of the warranty, that its Product(s), are free of material defects during normal application, installation, use and maintenance conditions (for installation and maintenance refer to the Roofit Solar Energy installation and safety manual).
2. If the Product(s) are not consistent with this warranty during the Warranty period then Roofit Solar Energy shall, according to its own professional judgment, either repair or replace the Product(s) or refund the purchase price that the Buyer paid for it.
3. The 10 year Product Warranty for Product(s) provides no guarantee for a specific peak performance; this is only covered in 'Peak Performance Warranty'. Measurements are carried out in accordance with IEC61215, according to the calibration and testing standards as used by international institutions accredited for this.

Peak Performance Warranty

If the Product is used in normal application, installation, use and maintenance conditions as specified in the Safety and Installation documentation of Roofit Solar Energy, the following Peak Performance Warranty is issued by Roofit Solar Energy.

A. Peak Performance Warranty during the first year

1. Roofit Solar Energy guarantees for a period of one (1) year from the date of the commencement of the guarantee a minimum peak performance of the PV component of not less than 97.5 %;
2. If the module does not reach the above mentioned guaranteed peak performance, Roofit Solar Energy according to its own professional judgment, may either a) deliver additional Product(s) to the Buyer, or b) repair the unperforming Product(s), in both cases in order to return the power output to the stated guaranteed level, or c) provide monetary compensation in the amount determined solely by Roofit Solar Energy (which shall not include loss of revenue).

B. Peak Performance Warranty 25 years

1. Roofit Solar Energy guarantees that at the end of the twenty fifth (25th) year, the nominal power warranty of the DC component of the solar electricity system during which the maximum permitted reduction in the power is 20% (i.e. linear power output warranty).
2. Roofit Solar Energy guarantees the performance of the Product(s) as stated above for a period of twenty-five (25) years calculated from the commencement date of the warranty. If the minimum 'peak performance at STC' for Product(s) decreases to less than eighty percent (80%) of the certified classification of the power output then Roofit Solar Energy shall, according to its own professional

judgment, a) deliver additional Product(s) to the, or b) repair the Product(s) operating under specifications, in both cases in order to return the power output to the stated guaranteed level, or c) provide monetary compensation in the amount determined solely by Roofit Solar Energy (which shall not include loss of revenue).

Metal Component Warranty

The metal roofing material is SSAB's GreenCoat BT Pural®. For the warranty conditions please visit the company's website: https://www.ruukki.com/docs/default-source/roofing-documents/estonia/ruukki-katusetoodete-garantii.pdf?sfvrsn=4ba7ff84_14

Exclusions and limitations

It is the Buyers responsibility to report to Roofit Solar Energy regarding any damages found within 4 weeks of installation of the Product(s). It is required to perform regular inspection (visual and electrical) and maintenance (cleaning, snow/leaves removal etc.) of the Product(s), especially within the warranty scope and/or period.

The warranty is not applicable if the Product(s) are not installed by qualified installers. For installation and maintenance rules refer to the Roofit Solar Energy installation and safety manual.

Please note that the warranty does not extend nor cover in any way any economic losses (incl. loss of revenue) caused by the Product(s).

The warranties do not apply to defective Product(s) which, according to the professional judgment of Roofit Solar Energy, demonstrate damage or defects caused by one of the following factors:

1. Abuse, misuse, negligence or accident.
2. Alteration, improper installation or application.
3. Failure to comply with the installation, use and maintenance instructions of Roofit Solar Energy (please refer to the Roofit Solar Energy Safety and Installation Manual).
4. Repair or modifications by a third party.
5. Power failure, high waves, lightning, flood, earthquake, fire, accidental breakage or other events beyond the control of Roofit Solar Energy.
6. Installation and operation in areas where, salt, hail, sand, dust, air pollution, chemically active vapors, acid rain, soot, etc., **are excessive**. Please adopt appropriate measures to ensure the performance and safety of the Product(s) when they are installed or operated in the areas where produces heavy snow, extremely cold, strong wind, or near **the coastal areas** or desert where is prone to produce salt fog. The warranty covers panels operating in the limit of operating temperature between -40°C and 85°C.
7. Roofit Solar Energy is not responsible or liable toward the Buyer or any third party for any defect or a delay in

implementation, direct or indirect, caused by matters over which Roofit Solar Energy has no control, such as extreme weather conditions and other circumstances such as force majeure, fire, flood, epidemic, riot, strike, limitations, embargoes or unforeseeable events or actions of a comparable nature.

8. Installation and operation in areas which are subject to wind or snow loads exceeding the maximum permissible loads and in areas with no or minimal shading throughout the year. The maximum permissible load has been defined as 2400 Pa. In addition, there should be no obstacle to block light near the installation site.

9. Roofit Solar Energy is not responsible or liable for panels damaged during lightning. Therefore, **protection is recommended for PV systems that are to be installed in locations with high probability of lightning strikes.**

10. Roofit Solar Energy is not responsible or liable for panels installed near equipment or in locations where flammable gasses may be generated or collected.

11. Roofit Solar Energy is not responsible or liable for Product(s) installed in locations where aggressive substances such as salt or salt-water, or any other type of corrosive agent, could affect the safety and/or performance of the Product(s).

12. Roofit Solar Energy is not responsible or liable for Product(s) which were subjected to cleaning agent containing acid or alkali.

Other provisions

If any provision of this Contract is ineffective, the remaining provisions all retain their full effectiveness. In that case, the Parties shall replace the ineffective provision with an effective provision in accordance with the objective and purpose of these warranty conditions such that the new provision deviates as little as possible from the ineffective provision.

Estonian law applies to these warranty conditions. Any disputes shall be exclusively submitted to the competent Estonian institution(s).