

SOLARSTONE

LIMITED WARRANTY



for

SOLAR TILED ROOF™ Product Collection

Limited Warranty, Solar Tiled Roof™ BIPV-module (2503-V1)

A handwritten signature in blue ink, reading 'Romet Roosalu'.

Effective from:
1st of March 2025

Romet Roosalu, CEO of Solarstone

DEFINITIONS

- **Solarstone** is the organization that produces and/or distributes the Products - a private limited company with registered headquarters in Estonia, Viljandi linn, Arkaadia aed 5, 71004, company registry code 12916046, and VAT number EE101855882.
- **Product** or **Products** from Product Collections is (or are) the specific tangible item (or items) manufactured by Solarstone.
- **Product Collection** is a range or assortment of Products grouped together by Solarstone under a specific brand or series.
- **Seller** is Solarstone or its certified partners that sell the Products to the Purchaser.
- **Purchaser** is the party that buys the Products directly from Solarstone.
- **Consumer** is the natural person that purchases and uses the Products. The Consumer is the end user who benefits from the guarantees and warranties provided by Solarstone.
- **BIPV-modules** are building-integrated photovoltaic modules, which are used as integral components of the building structure.
- **Consumer Guarantee** is the Consumer 's right to file a claim under European Union legislation and according to which the Seller of the Products is liable for any lack of conformity of the Products which becomes apparent within 2 years as of the delivery of the Products to the Consumer. Consumer Guarantee is valid only in European Union countries.
- **Product Warranty** is an additional warranty from Solarstone, issued to the Purchaser of an article by its manufacturer, promising to repair or replace it, if necessary, within a specified period.
- **Performance Warranty** is an additional warranty from Solarstone, issued to the Purchaser, that ensures the Product will perform to a certain standard or specification over a specified period, promising to repair or replace it, if necessary, within a specified period.

LIMITED WARRANTY

Solarstone hereby warrants that the SOLAR TILED ROOF™ Products and Components have been manufactured in compliance with the applicable technical specifications and regulations.

2-YEARS CONSUMER'S GUARANTEE (EU)

Seller is liable for Products or goods purchased from and used in the European Union, under the European Union (EU) Directives, to the Consumer for any lack of conformity that exists at the time of delivery and becomes apparent within **TWO (2) YEARS** from the delivery of the Products.

The Consumer has the right to use any legal remedies arising from the law and request the following from the Solarstone certified partner or directly from Solarstone if the Products were purchased directly from Solarstone, without any charge, including without labor, postage, and material costs to the Consumer:

- I. repair the Product,
- II. replace the Product,
- III. reduce the Price,
- IV. cancel the contract and receive full reimbursement.

This means that the Consumer can first request the repair of the Product or its replacement if repair is not a viable option from the Seller. The Seller must perform these actions within a reasonable time and without significant inconvenience to the Consumer.

This right does not apply if the fault is minor, such as a small scratch on the surface or a difference in Product color tone etc.

20-YEARS PRODUCT WARRANTY

Solarstone warrants that the Products shall be free in all material aspects from defects in materials and workmanship under normal use, as may be specified in applicable technical documentation, installation manual, service manual or in statements supplied with the sales documentation.

The duration of this warranty is **TWENTY (20) YEARS** from the date of purchase.

If there are any defects or faults affecting the functional use of the Product, the Purchaser may request and Solarstone, only after confirming such defect or fault, will, at its option:

- 1) either replace the flawed Product, or
- 2) repair (partially and/or totally) the flawed Product, or
- 3) refund Products price that will be equal to Solarstone's original sales price deducting the depreciation of the Products. Such depreciation will be -
 - i. equal to 10% annum if the defect is confirmed within the first five (5) years.
 - ii. equal to 5% annum, if the defect is confirmed after the five (5) years up to ten (10) years.
 - iii. equal to 2% annum, if the defect is confirmed after the ten (10) years up to twenty (20) years.

All direct and indirect costs during the 20-Years Product Warranty period, including but not limited to troubleshooting, transportation, removal, disposal, and reinstallation of the Product, will be covered by the Purchaser, and not by Solarstone.

25-YEARS PERFORMANCE WARRANTY

The minimum power output of the BIPV-module is determined based on the original Linear Performance calculation method. The Performance Warranty Solarstone BIPV-modules is always specified in the following documents:

- The technical data sheet of the BIPV module, and/or,
- The Solarstone Sales Order (SO), and/or,
- Any other purchase agreement or proof of delivery documentation

If within the applicable **TWENTY-FIVE (25) YEARS PERFORMANCE WARRANTY** period, the Product exhibits a power output less than the minimum power specified in the Product technical or sales documentation, Solarstone, upon confirmation of such power reduction, will, in its option, be compensated by either -

- providing additional BIPV-modules of power, type and dimensions available at the time of the claim, to make up for the total wattage loss or the differences to the guaranteed power output.
- by repairing or replacing the defective BIPV-modules with new ones, of power, type and dimensions available at the time of the claim.
- or by providing monetary compensation to the Purchaser, that will be equal to the original sales price, deducting the depreciation of the BIPV-modules. Such depreciation will be calculated equal to 10% annum, if the power reduction is confirmed within the first five (5) years, and equal to 2% annum if the power reduction is confirmed after the first five (5) years up to the end of PV-panels Performance Warranty period.

Any repair or replacement of individual BIPV-modules shall not extend the duration of the overall Performance Warranty period for the Product. In other words, replacing one panel does not renew the warranty for the entire system.

In the case of replacement of BIPV-modules, Solarstone will have the right to ask the Purchaser to return the replaced BIPV-modules to Solarstone and only upon such inquiry will the BIPV-module become property of Solarstone.

All direct and indirect costs, during the Performance Warranty period, associated with transportation, removal and reinstallation of BIPV-modules and/or accessories will be covered by the Purchaser.

EXCLUSIONS AND LIMITATIONS

Exceptions

The Product Warranty and/or Performance Warranty does not apply in the following cases:

- a) Mechanical damage due to negligence, abuse, misuse, alteration, or wrong use of the Product.
- b) Improper connection, installation, removal, or maintenance of the Product.
- c) Repair or modification of the Product by anyone other than Solarstone.
- d) Defects or reduced power due to events outside Solarstone's control.
- e) Non-compliance with the intended purpose, excessive wear and tear, or external damage not consistent with normal use.
- f) Failure to observe regulations or instructions provided by Solarstone regarding installation, use, or maintenance of the Product.
- g) Inappropriate repackaging or transportation of the Products when delivery is not organized by Solarstone.
- h) Spots, external scratches, or aesthetic defects, including chromatic variations in the photovoltaic cell or module.
- i) Expiration of the Product or Performance Warranty, or lack of evidence of purchase or delivery of the Product.
- j) Events related to weather, environment, and human actions outside normal operating conditions.
- k) Alteration of serial numbers and identification labels of the Product.
- l) Exposure to fumes, chemical agents, environments, detergents, or any products or materials that could reduce the functioning or power output of the Product.
- m) Power loss or damage caused by components not supplied and/or approved in a form that enables written reproduction by Solarstone.
- n) Failure to allow Solarstone to verify the claimed power output decrease with industry-standard measuring devices, or lack of access to the installed monitoring system portal, if available.
- o) Removal, transfer, or reinstallation of the Product, except for repairs.
- p) Submission of inaccurate, unrelated, or forged data supporting the claim.
- q) Breach of any contract stipulated with Solarstone.

Force Majeure

Solarstone shall not be responsible or liable in any way to the Purchaser or any third party for any non-performance or delay in the performance of any terms and conditions of the Consumer Guarantee, Product Warranty and Performance Warranty due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Solarstone.

In such cases, the performance (but not the duration) of the Customer Guarantee, Product Warranty and Performance Warranty by Solarstone should be suspended without liability for the period of delay reasonably attributable to such causes.

Sole Remedy and Limitation of Warranty

The obligations of Solarstone under these Consumer Guarantee, Product and Performance Warranty conditions are the sole and exclusive remedies of the Purchaser in case of Product defects or experiences power reduction.

These Consumer Guarantee, Product and Performance Warranty conditions expressly replace and exclude all other express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, use, or application, and all other obligations or liabilities on the part of Solarstone.

Solarstone shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for any other loss or injury resulting from any cause whatsoever arising out of or related to the Products from the Product Collection, including, without limitation, any defects in the Products or from use or installation, unless the law provides otherwise.

Under no circumstances shall Solarstone be liable for incidental, consequential, or special damages, however caused. This includes, without limitation, the stoppage of machinery, plant, or production premises, loss of use, loss of profits, loss of production, and loss of revenues.

In the event a claim under the Consumer Guarantee, Product Warranty or the Performance Warranty is accepted, the Purchaser acknowledges that Solarstone's liability shall not exceed the purchase price paid for the Product from the Product Collections that gave rise to the claim.

The repair or replacement of the Product from the Product Collections, the supply of additional products, or any monetary compensation paid will not cause the beginning of new warranty terms, unless the law provides otherwise.

CLAIM VERIFICATION AND REMEDIATION

The warranties set forth herein apply under the following conditions:

- a) Any claims must be submitted in writing to the Seller within fifteen (15) days from the date a defect or non-conformity was discovered, or within and no later than five (5) days from the expiration of the Consumer Guarantee, Product Warranty, or Performance Warranty, whichever is earlier.
- b) The date of delivery note of the original Products establishes the starting point of the applicable warranty period, even if Solarstone has repaired, replaced, or supplied additional Products.
- c) Any claims must be submitted in a form that enables written reproduction including the original invoice, the delivery note proving the date of purchase, and the series number of Products (if available on Product).
- d) The warranty claim will only be examined and, if accepted, confirmed if the Purchaser provides sufficient documentary evidence to fully demonstrate that the Seller is responsible for the fault or non-conformity in the Products under the Consumer Guarantee, Product Warranty, and/or Performance Warranty.

The Purchaser will refund Solarstone for expenses incurred during the verification of the claimed defects in the Products, including expenses for technical expert work, transportation, dismantling and installment, unless consumer law provides otherwise.

The return of Products will not be accepted without prior authorization from Solarstone given in a form that enables written reproduction.

GENERAL PROVISIONS

The present Product and Performance Warranty is governed by Estonian Law of Obligations Act, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980).

Any dispute concerning the Product sales agreement, its execution, and its interpretation will be submitted to the exclusive jurisdiction of the Harju County Court in Estonia.

If any part, provision, or clause of this Consumer Guarantee, Product Warranty, and Performance Warranty is held invalid, void, or unenforceable, such holding shall not affect the validity of the remaining parts, provisions, or clauses, which shall remain in full force and effect. To this end, such other parts, provisions, clauses, or applications shall be treated as severable.

The present Consumer Guarantee, Product Warranty, and Performance Warranty are written in English. In case of any discrepancy in translation, the English version shall prevail.