

WARRANTY TERMS

(Version 2.3 applicable as from 1st November 2017)

These warranty terms (hereafter referred to as the “**Warranty Terms**”) apply to the DUALSUN panels sold to professional customers (hereafter referred to as the “**Retailers**”) by the company DUALSUN (hereafter referred to as the “**Company**”).

These Warranty Terms do not exclude the application of the mandatory rules related to consumer rights applicable in each country referred to in article 1.1 below.

The DUALSUN panels are designed and manufactured according to very high standards guaranteeing high-level quality and performance.

The DUALSUN panels are high-quality technological products, which must be fitted compulsorily by a qualified professional (hereafter referred to as the “**Fitter**”).

The rights of the customers using the DUALSUN panels (hereafter referred to as the “**User Customers**”) as a result of the agreements signed with a Retailer and/or Fitter or as a result of local legislation, are not restricted by these Warranty Terms.

In cases in which there are difficulties in fitting or using the DUALSUN panels, it is recommended to refer, first of all, to the Instructions for fitting, using and maintaining the DUALSUN panels (hereafter referred to as the “**Fitting Instructions**”) available on the www.pro.dualsun.fr website.

Fitting a DUALSUN panel must compulsorily be indicated in an installation report (hereafter the “**Installation Report**”) completed by the Fitter, and appended to these Warranty Terms.

The DUALSUN panels must be maintained efficiently in accordance with the conditions set forth in the Fitting Instructions.

The DUALSUN panels have a product warranty (hereafter the “**Product Warranty**”) and a performance warranty (hereafter the “**Performance Warranty**”), of which the details are set forth below:

1. Conditions of implementing the Product Warranty

1.1 Territorial scope of the Product Warranty

The Product Warranty applies to the DUALSUN panels purchased in Metropolitan France and in the French Overseas Territories and Departments, and in all of the countries of the European Union, Switzerland, Australia, New Zealand, USA, China, Hong-Kong, Morocco, Tunisia.

1.2 Content of the Product Warranty

The Product Warranty covers the replacement or repair of the part recognised as faulty on the DUALSUN panel, with the exception of the labour and travel costs.

During the warranty period defined in article 1.4, DUALSUN guarantees that:

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French *Société par actions simplifiée* with share capital of €225 800
MARSEILLE Trade and Companies Registry no.523 618 320
2 rue Marc Donadille CS 80001 13453 Marseille Cedex 13 (France)

- the DUALSUN panels are free from any mechanical defect that would affect the stability of the solar module, subject to a compliant assembly and installation and a normal use, as described in the Fitting Instructions accompanying the DUALSUN panels,
- the glass of the DUALSUN panels will not show any opacification or colouring,
- the wires, power supplies and temperature probe will remain safe and in working condition when they have been fitted by a Fitter and are not placed in permanent contact with water (puddle). However, damage to wires as a result of rubbing against a rough surface due to insufficient fixing or a passage of wires insufficiently protected above cutting or sharp edges, is excluded from this warranty. Damage as a result of animals is also excluded (e.g. rodent bites, birds, insects),
- the aluminium frame will not come detached due to ice with a correct assembly,
- The factory-set quick connectors of the DUALSUN panels will remain watertight and will resist pressure of service prescribed by the Company.

1.3 Validity and implementation of the Product Warranty

The User Customer must send its warranty request to its Retailer and/or Fitter, first of all, within a maximum period of six weeks as from discovering the defect.

The Company guarantees the DUALSUN panels upon presentation of the original purchase invoice and/or delivery slip indicating the date of acquisition, the name of the User Customer and/or the Fitter, and the name of the Retailer, and the Installation Report of the DUALSUN panels, duly completed and signed by the Fitter and the User Customer.

The warranty of the DUALSUN panels only applies to DUALSUN panels bought brand new.

The warranty of the DUALSUN panels only applies in cases in which the DUALSUN panels were fitted in accordance with the conditions set forth in the Fitting Instructions, and in accordance with a normal and reasonable use. If the DUALSUN panel covered by this warranty is no longer manufactured by the Company, the Company undertakes to provide the User Customer with a DUALSUN panel with equivalent functions.

The Company reserves the right to (i) perform an appraisal of the DUALSUN panel, involved in the warranty, (ii) have a third party appointed to perform an adversarial appraisal, (iii) appoint an independent approved inspection authority for appraisal for the certifications of the modules, in accordance with standard IEC 61215.

The Company may provide technical assistance to the Fitter. The latter however remains solely liable for the fitting of the DUALSUN panels which must be in working order and comply with the technical recommendations specified in the Instructions for Use.

Returning DUALSUN panels is only authorised after specific consent from the Company.

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1.4 Term of the Product Warranty

The term of the warranty of the DUALSUN panels and their components is set forth in the table below:

Equipment	Term of the warranty
DualSun Wave (PV/T)	10 years
DualSun Wave 2 (PV/T)	10 years
DualSun Spring (PV/T)	10 years
DualSun Flash (PV)	10 years
Accessories of the panels manufactured by DualSun	10 years

The warranty of the DUALSUN panels and components referred to in the table above starts on the date of fitting the panels indicated in the Installation Report (hereafter referred to as the “**Start Date of the Warranty**”).

The minimum term of availability of the components is identical to that of the term of the warranty set forth above.

1.5 Exclusion of the Product Warranty

This warranty does not work:

- If the fitting, use and maintenance instructions do not comply with the recommendations indicated in the Instructions for Use in its version available on the date of fitting, and with the standards in force;
- If the installation report has not been completed by the Fitter, provided to the User Customer and communicated to DualSun within 4 weeks following the fitting,
- If there is a problem further to a poor fitting, lack of respect of the fitting instructions, electrical standards and maintenance instructions;
- In the case of external accidents, over-voltage, flooding, lightning, fire, storms, hail, accidental breakage or any other event beyond the Company’s control;
- In the case of damage with a cause that is unrelated to the DUALSUN panels: breakage, impact ...
- In the case of minor amendments or physical aspects that do not affect the correct operation and performance warranty (scratches, scrapes, whitening, and simple discoloration of the cells ...).

The implementation of the warranty will not be acceptable if the type and serial number of the panels have been amended, removed or made illegible.

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2. Performance Warranty of the DUALSUN panels

The Company guarantees, in relation to the first year of use of the DUALSUN panel as from the Start Date of the Warranty, a performance that is at least equivalent to 97% of the nominal power stipulated in the technical form of the DUALSUN panel.

As from the second year of use of the DUALSUN panel, the Company guarantees that the decline in performance of the DUALSUN panels will not exceed, each year, 0.7% of the nominal power stipulated in the technical form, so that the nominal power of the panels is equivalent to 76.7% as from the twenty-fifth year.

3. General Terms

The Company may not be held liable beyond the warranties stipulated above. Consequently, the Company may not be held liable for any direct or indirect, material and immaterial damage, regardless of the cause, such as loss of use, loss of profits, loss of production, loss of turnover.

4. Contacts

If you are not satisfied with outcome of the warranty claim, you can also contact DUALSUN (France):

DUALSUN
2 rue marc Donadille
CS 80001
13245 Marseille Cedex 13
FRANCE
E: garanties@dualsun.fr