

WARRANTY TERMS

(Version 3.0 applicable as from 1st October 2019)

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

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

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 high-quality technological products, which must be fitted compulsorily by a qualified professional (hereafter the “**Fitter**”). The intervention of Fitters especially trained by DUALSUN to the installation of these panels (hereafter “**Authorized Fitters**”) allows to benefit from strengthened warranty terms as specified below.

The rights of the customers using the DUALSUN panels (hereafter “**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 “**Fitting Instructions**”) available on the section “resources” of the DUALSUN’s website : <https://app.my.dualsun.com/installers/supports>

In order to benefit from better coverage levels, the installation of a DUALSUN panel must compulsorily be indicated in an installation report (hereafter the “**Installation Report**”) completed by the Authorized Fitter, in the DUALSUN’s online space. The Installation Report allows DUALSUN to verify the installation settings and to ensure optimal functioning. Warranties offered by DUALSUN start at the panels’ date of purchase, that is, at the date of the installation invoice of the Fitter, and which acts as receipt.

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**”).

1. PRODUCT WARRANTY

1.1 TERRITORIAL SCOPE OF THE PRODUCT WARRANTY

The Product Warranty applies to the DUALSUN panels 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

During the warranty period, DUALSUN guarantees that:

- 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,

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- 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 DUALSUN.

1.3 PERIOD OF THE PRODUCT WARRANTY

1.3.1 The period of the Product Warranty depends on the product category concerned, as specified in the DUALSUN's product catalogue, and on the coverage level as defined in 1.3.2 of this document.

1.3.2 Two coverage levels are proposed by DUALSUN:

- **STANDARD WARRANTY:** STANDARD WARRANTY is the warranty default offered by DUALSUN. It applies from the date of the DUALSUN's invoice to the User Customer and covers replacement or repair of the part recognised as defective on the DUALSUN's panel, excluding labour and travel costs;
- **PREMIUM WARRANTY:** PREMIUM WARRANTY is a strengthened warranty. It is intended to cover both replacement or repair of the part recognised as defective and the labour costs, excluding travel costs.

PREMIUM WARRANTY is intended to apply if and only if:

- The installation up the DUALSUN's product has been realized by an Authorized Fitter who has been trained by DUALSUN and has received, in this context, a training certificate;
- DUALSUN has received a compliant Installation Report within eight (8) weeks starting from the date of the invoice addressed to the User Customer

1.3.3. According to the concerned product category and to the applicable warranty level, the period of the Product Warranty is defined the following way (the product category is specified in the DUALSUN catalogue which is available on the section "resources" of the DUALSUN's website):

PRODUCT	WARRANTY LEVEL	
	STANDARD WARRANTY	PREMIUM WARRANTY
D CATEGORY	5 years	10 years
F CATEGORY	10 years	20 years
A CATEGORY	2 years	2 years

1.4 EXCLUSIONS OF PRODUCT WARRANTY

Common exclusions governing Product Warranty and Performance Warranty are set out in article 3.2 of this document.

2. PERFORMANCE WARRANTY

DUALSUN guarantees its panels' electrical power during twenty-five (25) years, as follows:

From the first day of the application of the Performance Warranty and during a period of one (1) year, DUALSUN guarantees a performance at least equivalent to 97% of the rated power as indicated in the data sheet of the DUALSUN's panel.

From the tenth year from the commissioning of the panel, DUALSUN guarantees a performance at least equivalent to 90% of the rated power as indicated in the data sheet of the DUALSUN's panel.

Beyond twenty-five (25) years from the panel commissioning, DUALSUN guarantees a performance at least equivalent to 80% of the rated power as indicated in the data sheet of the DUALSUN's panel.

Regardless of the applicable warranty level (STANDARD or PREMIUM) in accordance with article 1.3.2, the period of the Performance Warranty is, in any case, of a period of twenty-five (25) years.

3. COMMON PROVISIONS TO PRODUCT WARRANTY AND PERFORMANCE WARRANTY

3.1 VALIDITY AND IMPLEMENTATION OF THE PRODUCT WARRANTY

The commissioning of the Product Warranty or the Performance Warranty is subject to conditions. In any case, the warranty only applies to DUALSUN products which have been purchased new.

The User Customer must send its warranty request to its Retailer and/or Fitter, first of all, within a maximum period of six (6) weeks as from discovering the defect. The Retailer and/or the Fitter must liaise with the DUALSUN'S after sales service, if required.

DUALSUN guarantees its products upon presentation of the original purchase invoice and/or of the delivery slip indicating the date of acquisition, the name of the User Customer and/or the Fitter, and the name of the Retailer, and, for the application of the PREMIUM WARRANTY, the Installation Report of the DUALSUN panels, duly completed and signed by the Authorized Fitter and the User Customer.

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

DUALSUN 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.

DUALSUN 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 user manual of DUALSUN.

In any case, it is expressly accepted that the returning of DUALSUN panels is only authorized after specific consent from DUALSUN.

3.2 EXCLUSIONS OF WARRANTY

The Product Warranty and the Performance Warranty do not apply in the following cases:

- If the fitting, use and maintenance conditions 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;
- For the benefit of the PREMIUM WARRANTY, if the installation report has not been completed by the Fitter, provided to the User Customer and communicated to DUALSUN within eight (8) 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 DUALSUN'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 ...).
- If the type and serial number of the panels have been amended, removed or made illegible, for whatever purpose or by any means;
- If the products have been purchased second hand.

4. PROFESSIONAL LIABILITY INSURANCE

DUALSUN has professional liability insurance, provided by the CHUBB company, which covers several personal injuries and material damages, which occurs during the insurance period and during a period of subsequent warranty of ten (10) years.

5. RESPONSIBILITY

DUALSUN may not be held liable beyond the warranties stipulated above. Consequently, DUALSUN shall 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.

6. TRANSFER OF PRODUCT WARRANTY AND PERFORMANCE WARRANTY

These warranty terms are transferred to the new owner in case of sell of the building on which the solar panel has been fitted.

The User Customer undertakes to provide the contact details of the new owner of the concerned building, in writing as soon as possible, and to provide the new owner with these Warranty Terms.

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