



## CPX WARRANTY CONDITIONS

### A. Warranty scope

1. These warranty conditions (the "**Warranty Conditions**") apply to all sales of Products (as hereinafter defined) by Esdec B.V. or any of its affiliates acting through its tradename CPX (each hereinafter referred to as "**CPX**") to any third party ("**Purchaser**"). The Warranty Conditions form an integral part of and are governed by the terms of each agreement (including any confirmed purchase order) entered into between CPX and the Purchaser for the sale of Products for large commercial solar projects (each, a "**Sales Agreement**"). In the event of any conflict between the terms of a Sales Agreement and the terms of these Warranty Conditions, the former shall prevail.
2. These Warranty Conditions only apply to Sales Agreements concluded with CPX directly. Customers of a distributor or reseller of Products must direct any claims under warranty exclusively to the distributor or reseller from whom they purchased the Product and not to CPX.
3. Under the conditions set forth herein, CPX warrants that the Wave solar rooftop mounting products as provided by CPX under the Sales Agreement (the "**Products**") shall, for a period of 20 (twenty) years from the date of delivery by CPX or such longer period as is demonstrably required under mandatory provisions of applicable law (the "**Warranty Period**"), be free from material deficiencies in materials and workmanship and conform to their functional and technical specifications as set forth in the product documentation provided by CPX in relation to such Products (the "**Specifications**").

### B. Warranty procedure

4. Any demonstrable failure of a Product to meet the warranty set forth in clause 3 of these Warranty Conditions (a "**Defect**" or "**Defective Product**") must be reported to CPX in writing (including by email) by the Purchaser promptly upon becoming aware thereof, thereby including all information reasonably known to the Purchaser in respect of the alleged Defect, including, as appropriate, photographs or video recordings of the alleged Defect.
5. The Purchaser shall provide CPX without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by CPX in respect of any (allegedly) Defective Products in order to enable CPX to assess each claim under warranty. At CPX's request the Purchaser shall furthermore, at CPX's cost and in accordance with CPX's instructions, send the allegedly Defective Products to CPX or such third party service provider as is designated by CPX for CPX's assessment.
6. CPX shall, or shall procure that its designated third party service provider shall, assess whether allegedly Defective Products under any warranty claim are indeed covered by the warranty provided under these Warranty Conditions and notify the Purchaser in writing of the outcome of this assessment. In the event that any such Product is validated as Defective by CPX or its designated third party service provider, CPX shall determine the remedy to which the Purchaser is entitled in respect of the Defective Product in accordance with these Warranty Conditions. With regard to any Product that is not validated by CPX as Defective: (i) CPX shall (insofar as delivered to CPX for assessment) deliver the Product back to the Purchaser at the Purchaser's cost, and (ii) the Purchaser shall promptly at CPX's request reimburse CPX for the reasonable costs incurred by CPX in performing the assessment of the warranty claim.
7. Any Defects that may apparently have resulted from the transport of Products must, where the transport was CPX's responsibility, be reported to CPX in writing (including by email) within 48 hours from delivery, and in such cases shall always be accompanied by photographs or video recordings of the alleged Defects.



CPX is only responsible for Defects arising from transportation if such transport was conducted by or on behalf of CPX, and such transport was not the Purchaser's responsibility.

8. Any claim under warranty shall not entitle the Purchaser to suspend the performance of any of its obligations under the Sales Agreement.

### **C. Warranty remedies**

9. After CPX has validated an alleged Defect as being a Defect covered by the warranty as set forth in these Warranty Conditions, CPX shall as soon as reasonably practicable, at its option and at its cost:
  - (a) repair the Defective Product;
  - (b) replace the Defective Product by a new, similar Product, in which event the Purchaser shall return the Defective Product to CPX at its cost; or
  - (c) if repair or replacement are not, in CPX's opinion, reasonably possible, reimburse the amount paid for the Defective Product to the Purchaser, deducting only the pro-rata amount (calculated on a linear depreciation basis over the full Warranty Period) that reflects the time that the Purchaser was able to make use of the Product without any Defect, in which event the Purchaser shall return the Defective Product to CPX at its cost.
10. CPX and the Purchaser may also agree in writing that the Purchaser shall retain the Defective Product and CPX shall reimburse part of the amount paid for such Product.
11. The Purchaser shall, at its cost, provide CPX all reasonable cooperation (including access to facilities and premises) as is required to provide the remedies in respect of Defective Products under warranty.
12. With regard to a Product repaired or replaced under warranty, the original Warranty Period shall apply (i.e., running from the date the Product was initially delivered).
13. Except as otherwise set forth in the Sales Agreement or as required under mandatory provisions of applicable law, the remedies as set forth in these Warranty Conditions constitute CPX's sole liability and the Purchaser's exclusive remedies in respect of any Defect.

### **D. Warranty exclusions**

14. No warranty shall apply and CPX will have no liability under warranty in respect of a Defect:
  - (a) that was not notified to CPX within the Warranty Period in accordance with these Warranty Conditions;
  - (b) that does not adversely impact the functionality of the Product, including minor deficiencies such as scratches, stains, superficial surface corrosion, colour fastness deviations, etc.
  - (c) that arises as a result of transportation of the Product, other than any transportation for which CPX is responsible;
  - (d) that arises as a result of any third party products, components or materials used by the Purchaser in conjunction with the Product, which third party products or materials have not been provided for such use by or on behalf of CPX or the use of which has not been expressly authorised by CPX;
  - (e) that arises from any use of the Product other than in accordance with the Specifications or any use other than the normal, intended use;



- (f) that arises from the faulty handling, storage, assembly, loading or installation of the Product, or any handling, storage, assembly, loading or installation not in accordance with the instructions given by CPX;
- (g) that arises from mounting the Product on a building, roof or other construction that is unsuitable for the mounting of the Product;
- (h) that arises from any modifications, replacements (including of spare parts) or repairs in respect of the Product other than by or on behalf of CPX or with CPX's express written authorisation;
- (i) that arises from circumstances of force majeure, including (without limitation) hail, lightning, storm, flood, explosions, fire, vandalism, extreme wind speeds or temperatures, other extreme weather conditions, or any other events of force majeure as may be set out in the Sales Agreement or that may apply in accordance with applicable law;
- (j) that arises in the absence of proper professional maintenance, non-compliance with the applicable installation and/or assembly instructions, incompetent, injudicious or improper use, normal wear and tear and aging, poor assembly, or damage due to chemical, electrical, electrolytic, corrosive and/or environmental influences; and/or
- (k) that arises when the correct quantities or components have not been used as prescribed in the assembly instructions and calculators, or when the building, roof, roof covering or construction is not suitable for installing solar panels with the Products.

Lastly amended: 24 May 2023.