

**CERTIFICATE OF GUARANTEE
OF MICRON PHOTOVOLTAIC MODULES
by CAPPELLO GROUP SPA**

CERTIFICATE OF GUARANTEE OF MICRON PHOTOVOLTAIC MODULES by Cappello Group spa

Cappello complies with the most high quality standards (the company is certificated UNI EN ISO 9001:2008 – UNI EN ISO14001:2004 and OHSAS 18001:2007). Moreover, it ensures and guarantees that its products are consistent with the technical specifications and quality regulations of this sector. Cappello Group s.p.a. certifies the quality and the performance of the manufactured photovoltaic modules, according to the terms and conditions listed in details below:

PORTFOLIO OF MICRON PRODUCTS COVERED WITH GUARANTEE

Model name	Cells number	Cell size (mm)	Cell technology	Module size (mm)	Rated power (Wp)
CAxxxM72	72	156x156	Mono-Si	1978x997	From 265 to 315 with 5 steps
CAxxxM60	60	156x156	Mono-Si	1659x994	From 220 to 265 with 5 steps
CAxxxM54	54	156x156	Mono-Si	1499x994	From 200 to 235 with 5 steps
CAxxxM48	48	156x156	Mono-Si	1339x994	From 175 to 210 with 5 steps
CAxxxM42	42	156x156	Mono-Si	1179x994	From 155 to 185 with 5 steps
CAxxxM36	36	156x156	Mono-Si	1019x994	From 135 to 155 with 5 steps
CAxxxM24	24	156x156	Mono-Si	859x994	From 90 to 105 with 5 steps
CAxxxM18	18	156x156	Mono-Si	699x994	From 65 to 75 with 5 steps

Model name	Cells number	Cell size (mm)	Cell technology	Module size (mm)	Rated power (Wp)
CAxxxP72	72	156.75x156.75; 156x156	Poly-Si	1978x997	From 245 to 345 with 5 steps
CAxxxP60	60	156.75x156.75; 156x156	Poly-Si	1659x994	From 205 to 285 with 5 steps
CAxxxP54	54	156.75x156.75; 156x156	Poly-Si	1499x994	From 185 to 260 with 5 steps
CAxxxP48	48	156.75x156.75; 156x156	Poly-Si	1339x994	From 165 to 230 with 5 steps
CAxxxP42	42	156.75x156.75; 156x156	Poly-Si	1179x994	From 145 to 200 with 5 steps
CAxxxP36	36	156.75x156.75; 156x156	Poly-Si	1019x994	From 125 to 170 with 5 steps
CAxxxP24	24	156.75x156.75; 156x156	Poly-Si	859x994	From 85 to 115 with 5 steps
CAxxxP18	18	156.75x156.75; 156x156	Poly-Si	699x994	From 65 to 85 with 5 steps

Remarks: xxx= rated power. The modules can be framed (frame thickness = 32.8 mm, 40 mm or 45 mm), frameless or with mounting system Coversun. Module size can vary according to the limits of the IEC6E Retesting Guideline if the minimum distances between module current carrying part and the edge of the module stay the same.

Product Guarantee:

10 years guarantee on manufacturing defects or components according to IEC-61215 International Standard

Cappello Group s.p.a. (hereafter the "Seller") guarantees to the Customer, for a period of 10 years starting from the delivery date to the first buyer, that its photovoltaic modules are free from any materials and/or manufacturing defect that may prevent the normal functioning, as long as use conditions, installation and maintenance are the correct ones.

The guarantee on manufacturing defects may be extended for two years further (for a maximum of 12 years starting from the delivery date to the first buyer).

If, during the validity period of this guarantee, the bought photovoltaic module will not properly function, due to ascertained defects on the materials used and/or manufacturing of the photovoltaic module (hereafter defined as the "Module"), Cappello Group s.p.a. undertakes as an alternative, according to the eventual ascertained defects, and at its own discretion, to replace or repair the defective module, i.e. to refund the Customer the value of the purchase price of the out of service module.

In case the Seller shall choose the replacement or the repairing of the module, the guarantee period shall break off until the delivery of the MICRON photovoltaic module by Cappello Group s.p.a., repaired or replaced. Please note that the MICRON photovoltaic modules, object of replacement, will be always manufactured by Cappello Group s.p.a., i.e. by companies chosen by this latter at its own discretion.

Disposal of MICRON photovoltaic module at the end of its life cycle

Cappello Group s.p.a. joins the recycle consortium COBAT (as stated by DM 05/07/2012 – Quinto Conto Energia). Therefore, the company undertakes to pay to this consortium, on behalf of the buyer, and after having received from this latter the payment of the sum requested by COBAT, that is to say the amount foreseen by law in force at the time in Italy, in order to obtain the free disposal of the MICRON photovoltaic Module at the end of its life cycle. The disposal does not include the dismantling costs of the Module, neither the packing and transport costs of the Module to be disposed by an authorized collection centre, which will remain at exclusive charge of the Customer.

Guarantee on the output power:

10 years and 25 years for photovoltaic modules without defects on the product Cappello Group s.p.a. guarantees, during and until the end of the following indicated periods, that the power measured in relation to the International standard IEC-60904 in standard conditions of inspection, will not be lower than the values indicated in the following table, taking as reference the minimum value specified in the technical data sheet, including the eventual tolerances that are below zero.

Standard conditions of inspection

Radiation of 1000 W/m²; spectral power distribution at 1,5 AM (atmospheric mass) and 25° C of temperature.

Period of guaranteed output power:

10 years 90% - 25 years 80%

If, during the validity periods of this guarantee, the photovoltaic Module shall not comply with the indicated power values, Cappello Group s.p.a. undertakes, by reason of the ascertained defect and at its own discretion, to replace or repair the defective module/s, i.e. to deliver the additional module/s that is/are necessary to compensate the power loss. In case of delivery of the additional Module/s, this/these shall have the same characteristics as the original one/s, if it/they is/are no more in production at the Seller's factory. The above mentioned guarantees on the product or on the power are to be considered as a minimum standard offered by Cappello Group s.p.a., as a general application on all MICRON photovoltaic Modules of the product portfolio of the Seller.

Moreover, Cappello Group s.p.a. reserves the right of offering extensions on the guarantees given, that will be adequate to the needs of different markets or countries. In such case, the extensions of the guarantee will be collected in a specific additional document and will be previously agreed time after time with the Customer.

Exceptions and restrictions of the Guarantee rights

The guarantee rights may be claimed by the Customer during the validity period agreed for the specific sale case. In case of manufacturing defects that are obvious and detectable with due diligence and attention by the Customer at the moment of receipt of the goods, the declaration of the defect shall be executed by the Customer within eight (8) days starting from the delivery date and, in any case, always before the installation.

Vices and defects on the packaging of the products shall be mandatorily declared to the truck driver at the moment of the delivery.

The aspects connected to the beauty of the photovoltaic Module due to the normal wear of materials will not be considered as defects, therefore they have any right of guarantee, except the fact that they cause an ascertained and measurable loss of performance of the modules as they are indicated on the technical data sheets or commercial sale documents of Cappello Group s.p.a.

Damages and/or functioning defects originating from the following points are excluded from the guarantee:

- Non-compliance of the proper instructions delivered by the Seller regarding installation, use, ordinary and extraordinary maintenance, i.e. inexperience in the execution of the above mentioned activities; the handbook with the relating instructions is always considered to be delivered to the Customer, if this latter does not ask for it by registered letter with return receipt within 8 days from the delivery of the sold products.

- Accidents, improper, careless or inadequate use or storage of the product;

- Modifications or reparings not previously authorized in writing by the Technical Service of Cappello Group s.p.a. Divisione Energy, alterations, improper removals, etc., i.e. every kind of activity executed by unqualified staff, without any technical skill and any certification, necessary for the specific intervention;

- Damages due to force majeure, short circuit, overvoltage, magnetic fields, atmospheric discharges, floods, storms, earthquakes, extraordinary weather conditions, typhoons, volcanic eruptions, acid rain, third parties deeds or any other reason unrelated to the normal activity conditions of the modules that lie outside the control of Cappello Group s.p.a.;

- Photovoltaic modules installed on motor vehicles, boats, in contact with water, salt or smoke;

- Photovoltaic modules whose serial identification number or registration number (serial number or S/N) has been tampered with, fiddled or in any case can not be recognizable in a certain and unmistakable way are categorically excluded from any right of guarantee.

- Photovoltaic modules with broken and/or damaged glasses, due to transport, handling and installation phases, or originating from thermal shocks after the installation, or for any other reason or cause following the installation are categorically excluded from any right of guarantee. For this reason, claims for the replacement of the product in the guarantee period will not be accepted.

The guarantee rights cover the transport costs of the defective photovoltaic modules, originating from the return to Cappello Group s.p.a., and the following reinstallation at the Customer seat, during the first two years of guarantee, until a maximum distance of 2000 km., with the exceptions listed hereunder regarding territory and liability during the guarantee period:

a) If the specific characteristics of the Customer increase the transport costs, beyond 2000 km., the Customer shall bear the additional transport costs, proportionate to circumstances;

b) If, after the transport payment effected by Cappello Group s.p.a., a liability in malfunction not included in the guarantee shall result, Cappello Alluminio s.r.l. will have the right to obtain the reimbursement of the borne expenses.

The payment or the return of the material shall be, as a consequence, borne by the Customer and shall take place within 5 working days

from the receipt of the after-sale report regarding the defective module/s.

The guarantee does not include the intervention expenses originating from the dismantling of the defective module/s, neither those for the following reinstallation of the replaced module/s.

The modules eventually delivered in order to compensate a power loss do not imply the renewal, neither the lengthening of the last expiry date of the guarantee established by the present document.

Cappello Group s.p.a. reserves the right of delivering a different model of Module, in order to satisfy the claims accepted during the guarantee period, with the intent of replacement or enlargement, if the original model is no more in production.

Submission of complaint for guarantee rights and procedure

Every buyer or user of MICRON photovoltaic modules manufactured by Cappello Alluminio s.r.l., who is entitled and complains with good cause according to the guarantee terms foreseen by the present document, may proceed to the statement of the damage exclusively within the times foreseen and in the following way: written statement, by means of registered letter with return receipt, sent to Cappello Group s.p.a. - Zona Industriale IV ^ Fase - Viale 3 nr. 5 – 97100 Ragusa - Italy. Such statement, if it regards vices detected after delivery, shall be sent within the expiration term of eight (8) days from the date of discovery of each type of vice or defect of performance, except what has been stated in the above mentioned paragraph "Exceptions and restrictions of the guarantee rights", and in particular with reference to beauty vices noticeable at the moment of delivery of the goods. Alternatively the statement, always by means of registered letter with return receipt, may be addressed to the Authorized Distributor, who is acknowledged by Cappello Group s.p.a. and had sold the modules.

The eventual complaint statement, regarding the MICRON photovoltaic Modules manufactured by Cappello Alluminio s.r.l., always under penalty of expiration, shall be attached with a copy of the purchase invoice of the photovoltaic modules that have been complained, with the indication of the purchase date, as well as type and serial identification number or registration number (S/N serial number) of the photovoltaic modules, object of such complaint.

·As soon as the statement will be received at the legal seat of Cappello Group s.p.a., the Technical Service will execute the proper examinations and the following settlements, by informing the Customer on the final result and the procedure to be followed;

·the Customer is obliged to make available to the Seller all the necessary documents for the controls needed and the Modules for the inspection by the Seller, its personnel or people in charge.

·The return of the Modules, object of complaint, will not happen without prior written consent released by the Technical Service of Cappello Alluminio s.r.l.;

·If the Customer, for urgent proven reasons, shall require to Cappello Group s.p.a. the immediate replacement of the Modules, object of complaint, the approval will be subject to a temporary purchase order of the Customer. Such order will be cancelled once the complaint will be dealt with by the Technical Service and in case the conditions for taking advantage of the guarantee have occurred. Otherwise, if the complaint will result groundless, Cappello Group s.p.a. will issue an invoice for the Modules delivered upon request of the Customer, who will be charged of the relative costs.

·Once the technical report regarding the complaint about power has been drawn up by the Technical Service of Cappello Group s.p.a., if any difference will result between the measures of power realized by Cappello Group s.p.a. and those indicated by the Customer, the latter may resort to a third laboratory (TÜV Intercert or EuroTest Laboratori) in order to start the settlement of the complaint file.

·All the expenses will be borne exclusively by the Customer. In case the complaint file is defined by the third laboratory as consistent with what is declared by Cappello Group s.p.a., the issued invoice must be paid within five (5) working days, starting from the letter date of the third laboratory. In case the measure will comply with the complaint of the Customer, Cappello Group s.p.a. undertakes to issue a total or partial reversal invoice on the invoice concerned, according to the same terms established for payment. In the concrete case of the Guarantee on power, the concerned rights may be claimed only by the owner of the legal property of the original plant where the modules object of complaint were installed; regarding the received complaints, Cappello Group s.p.a. reserves the right of controlling and drawing up reports "on site", in order to verify every aspect that may be relevant for the best solution of the complaint concerned. For this purpose, the Customer is obliged to not to alter the conditions that have caused the complaint on the plant, without prior written consent by the Technical Service of Cappello Group s.p.a.

Liability restrictions

·Cappello Group s.p.a. do not assume any liability towards the Customer, neither direct nor indirect, for the non-fulfilment or delay from this latter for the observance of the guarantee duties when this arises from force majeure reasons or every other unexpected event or circumstance outside the control of Cappello Group s.p.a.;

·The liability of Cappello Group s.p.a. regarding this present Certificate of Guarantee is limited to the duties already expressed and, quantitatively, exclusively to the amount of the invoice paid by the Customer for the purchase of the photovoltaic Module, object of complaint; it is explicitly excluded whatever liability for damages or injuries to people or properties, indirect damages, such as data loss in software applications, suspension of profit, service interruptions, etc., that do not clash with the legal rules applicable in each country regarding the liability on the product;

·Cappello Group s.p.a. will be exclusively liable for the non-conformity of the Module to the characteristics indicated in the present Guarantee, in all cases of a wrong installation, i.e. executed by unqualified staff, without any technical skill and any certification;

·Every other guarantee right not explicitly mentioned in the present certificate is excluded;

·The payment of the products object of this Certificate of Guarantee must be carried out by the Customer within the terms established by the agreement. In case of non-compliance of the payment terms by the Customer, Cappello Group s.p.a. will be entitled to invalidate the guarantee on the product object of delivery.

The repairing or replacement are the only and exclusive restorations foreseen by the Guarantee on the product.

The clauses described in this paragraph "Liability restrictions" replace and exclude explicitly all other guarantees, whether they are written, oral, expressed or implicit.

Cappello Group s.p.a. does not assume any liability for damages to people or things or for other losses or damages, caused by the modules after the departure from its storehouse. In any case Cappello Group s.p.a. shall not be held liable for accidental,

consequential or special damages, such as failure to use, profit loss, production loss, revenue loss. The global liability according to the terms of the present guarantee of Cappello Group s.p.a. can never exceed the amount of the invoice issued to the Customer.

Entry into force, application and validity of the Certificate

The present Certificate of Guarantee is in force from the date of its issue and will be applicable to all MICRON photovoltaic Modules by Cappello Group s.p.a., introduced on the market since that date; it is valid until a new review of the present Certificate. The original text is left at the legal seat of Cappello Alluminio s.r.l. and is published on the website www.micronsun.it in the download area.

Legal notice

Identification data of the company: Cappello Group s.p.a.

The company Cappello Group s.p.a. is an Italian legal entity with a share capital of € 1.673.392,00 (fully paid-up), identified with the VAT number IT00683570881, with its legal seat and manufacturing plant of photovoltaic modules in Ragusa (Italy - EU) - Zona Industriale IV ^ Fase ASI - Viale 3 nr. 5, Telephone: +39 0932 660211, Fax: +39 0932 660222. It is registered in the Company Register of the Chamber of Commerce, Industry, Crafts and Agriculture of Ragusa (Italy) under the number 62051 of the Economic Administrative Index (R.E.A.) since 09/05/1985. It is also registered under the number 2517 of the Court of Ragusa.

Applicable Law and Jurisdiction

The Conditions explained in the present Certificate of Guarantee are subject to the laws in force in the State of Italy. For the solution of whatever controversy arising from the guarantee described in this document, the parties consent to and hereby submit, if necessary, to the exclusive jurisdiction of the Italian Court of Ragusa (Italy), with explicit rejection to any other general or specific Court, to whom they may correspond to.

Ragusa (Italy - EU), 2nd march 2018

Cappello Group SPA
Chairman of the Board
(Giuseppe Cappello)

