

Limited Guarantee on WS Energia Solar Trackers (WS T series)

WS Energia Lda., Portugal (hereinafter referred to as "WS Energia") shall grant to any purchaser of WS Energia Solar Trackers (hereinafter referred to as "Trackers"), as listed in Article 1, a limited guarantee in accordance with the following terms and conditions. This limited guarantee shall only cover Solar Trackers purchased in Europe and identified by a European serial number. The period of this guarantee shall begin on the date of initial purchase by the ultimate customer as named in the certificate of guarantee (hereinafter referred to as "Ultimate Customer"). Only customers named in said certificates – exclusive of any subsequent purchasers – shall be entitled to claim under this guarantee, unless the following terms and conditions allow for any exceptions.

Article 1: Description

A: Limited guarantee on material and workmanship

WS Energia shall grant the Ultimate Customer a limited guarantee on material and workmanship for a period of twenty-four (24) months effective from the date on which the product was sold to the Ultimate Customer and which is also stated in the certificate of guarantee. This guarantee shall only be granted on condition that the product is installed, used and maintained in strict adherence to the general installation instructions described in the Installation Manual as well as to the specific installation instructions, which are related to the solar system itself and provided by the WS Energia Dealer. Should, within the period of this guarantee, the product fail to meet the quality standards warranted in this guarantee and should the defect be caused by poor quality, WS Energia shall, at their own discretion, either repair or exchange the material concerned.

The Ultimate Customer shall not be entitled to make to WS Energia any claims extending beyond this guarantee. The period of this guarantee shall by no means be extended beyond the original period of twenty-four (24) months, also not in the event of repair or exchange of any Tracker.

The defective part is to be returned free of charge to WS Energia Lda in its original packaging or, at the very least, in equivalent transportation packaging.

Insofar as the object of the contract exhibits a defect attributable to WS Energia, WS Energia shall be obligated to repair or exchange the defective part for a new part unless WS Energia Lda is entitled to refuse to remedy the defect under the terms of the law. The Ultimate Customer must allow WS Energia a reasonable period of time in which to remedy the defect. The repair or replacement of the defective part shall be free of charge for the Ultimate Customer.

A permanent deviation of more than 10° in both axes applies as a malfunction.

B: Tracker model

WS T1000.

WS T1600.

Article 2: General Conditions

You have purchased a product that was submitted to careful examination and quality control prior to delivery. If, in spite of all our care and quality control procedures, the system you purchased and we delivered is defective, we will accept liability for defects, in accordance with Article 1, to the following extent:

- a. Guarantee can only be claimed within the period of this guarantee.
- b. Guarantee can only be claimed provided that the start-up protocol is filled out completely and sent to WS Energia Lda within 4 weeks from start up (day of first motion of the system).
- c. This guarantee shall neither cover the costs caused by any works to be carried out on site nor any costs incurred in connection with any installation, removal, transport or reinstallation of any WS Energia tracker.
- d. This guarantee shall neither cover the costs caused by any works to be carried out on site nor any costs of labor incurred in connection with any installation, removal, transport or reinstallation of any WS Energia tracker.
- e. This guarantee can only be claimed through the WS Energia Dealer who sold the product. Should the WS Energia Dealer concerned no longer be existent, please contact WS Energia (www.ws-energia.com). In the event of any litigations or in connection with any statements to be made to the guarantor it is the guarantor that is the only correct contact. WS Energia Dealers do not have any

- authority to act for and on behalf of the guarantor; they are merely the technical assistants in dealing with this guarantee. WS Energia shall not accept any returned Tracker without any prior written consent by WS Energia.
- f. This guarantee can only be claimed if the unit constituting the object of the complaint is returned to WS Energia Lda together with a copy of the invoice issued to Ultimate Customer. The unit serial number must be fully legible.
 - g. The total cost of this guarantee incurred within the entire guarantee period must not exceed the costs of the Tracker. Only the net purchase price of all Trackers bought by the Ultimate Customer (without any further service/material items) plus national VAT, as stated in the invoice addressed to the Ultimate Customer, shall be deemed as cost of the Tracker.
 - h. Any exchanged (i.e. replaced) components or Trackers shall pass into the ownership of WS Energia.
 - i. Any claims under this guarantee shall be asserted by the Ultimate Customer, without undue delay, within one month, at the latest, from the event making this guarantee operative pursuant to lit c).
 - j. The onus of proof that an event has brought this guarantee into operation pursuant to the undertaking hereunder shall lie with the Ultimate Customer. The Ultimate Customer shall also have to prove that there is no case for any exception/limitation in terms of Article 3 of this guarantee.

Article 3: Exceptions and limitations

A: This limited guarantee (see Article 1) shall not be granted and in the following cases:

- a. Installation, wiring, start-up, and maintenance works have been carried out in a manner contradictory to the "Manual de Instalação" (Installation Manual) and to the specific installation instructions provided by WS Energia or any WS Energia Dealer who sold the product.
- b. The Tracker has been used and / or handled improperly, in particular by making the module surface area too large.
- c. The Tracker uses higher masts than the standard version of 3 m in total.
- d. Product(s) installed in a location with wind conditions where the parameter $C_e(z)$ as defined in the International Euro Codes 1-4, with $z < 10$ m, exceeds a value of 3.
- e. Product(s) installed on a roof-top or on a top of a building with maximum height from ground to roof exceeding 5 meters.
- f. The Tracker has been damaged by way of abuse or any alterations and/or actions and repairs which were not performed by WS Energia.
- g. Installation of foreign components for example mounting profiles, which were not performed by WS Energia.
- h. Changes to the mechanics and/or electronics, which were not performed by WS Energia.
- i. Trackers have been damaged by external stress and strain or stones and/or debris dropping thereon, unless damage has been caused by any defective materials employed in the product and/or faulty assembly of the Tracker concerned.
- j. Trackers have been contaminated and/or damaged by environmental factors, such as soot, saliferous substances or acid rain.
- k. The Ultimate Customer's system, equipment and facilities on site are damaged or incompatible with the Tracker.
- l. Damage has been caused by extreme natural phenomena (earthquakes, typhoons and tornados, volcanic eruptions, floodings and storm tides, strokes of lightning, hailstorms and heavy snowfalls, tsunamis, etc) and/or fires and any other unforeseen circumstances for which WS Energia cannot be held.
- m. Damage has been caused by terrorism, uprisings and such other man-made catastrophes.
- n. Damage has been caused by ageing and/or continuous use, in particular by noise, vibration, rust, scratches and discoloration.
- o. There is no certificate of guarantee at all or it is incomplete, lacking entry of Ultimate Customer's name and/or of date of purchase and/or stamp of WS Energia Dealer. Should, however, the certificate of guarantee also be furnished by presenting another document (invoice).
- p. The type label and/or serial number of the Module are missing, or have been changed or are unreadable.



B: The performance and service warranted herein constitute the only guarantee put on the product. WS Energia shall refuse herewith explicitly all other guarantees and warranties, including any guarantee/warranty relating to the marketability of the quality of the product and/or its suitability for a specific purpose. WS Energia shall not be liable under any circumstances for any lost profits, for any special, accidental, indirect losses or consequential damage, for whatever reasons.

C: This guarantee shall in no way limit any of the Ultimate Customer's claims which are based on a different legal foundation.

D: Portuguese law shall apply exclusively to any and all claims which may arise from this guarantee to the Ultimate Customer or WS Energia Lda.

WS Energia Lda, Portugal
Hi-Tech Photovoltaic Concentrators
Quality Division