

BELINUS SOLAR MODULE ALL-IN-ONE GUARANTEE FOR M8 SERIES MODULES



The following all-in-one warranty (the “**All-in-One Guarantee**”) is provided by **Belinus Solar Bv**, with registered business address at Kapeldreef 60, 3001 Leuven, Belgium and may be contacted through email at info@belinus.be or through telephone at +32 16 91 03 14 (hereinafter referred as “**Belinus**”).

The All-in-One Guarantee applies to the Belinus Solar Module models (hereinafter referred as “Module(s)”) which are manufactured by Belinus which extends and applies only to the original end user who has lawfully purchased the product and any subsequent owner(s) of the location on which the Module(s) was/were originally installed (all such persons hereinafter referred to as the “Customer”). The All-in-One Guarantee’s start date (the “Guarantee Start Date”) shall be the date of purchase by the original end use purchaser as indicated in the official invoice or acknowledgement from Belinus. Failure of the Customer to provide adequate documentation as proof of the original purchase, the Guarantee Start Date shall be ninety (90) days following the Module(s) manufacture date.

1. 30 Years All-in-One Guarantee for Material or Workmanship

Belinus will repair or replace the Module(s) or refund under the current fair market price of the Module(s) within the applicable scope pursuant to section 3 (hereinafter referred as “How this All-in-One Guarantee applies”) at its sole discretion, upon our determination that the corresponding Module(s) is/are defective in material or workmanship during a period of 30 years reckoned from the Guarantee Start Date under normal application, installation, use and service conditions.

2. 30 Years All-in-One Guarantee for Power Output

Belinus guarantees that for a period of thirty (30) years from the Guarantee Start Date, the actual power output of the Module shall be 100% of the labeled power output.

Should the Module fail to reach the guaranteed power output levels set out above when measured by Belinus or by an independent measuring institute agreed to by the parties prior to the testing by Belinus under standard test conditions (“STC”, IEC 61215), taking into account a $\pm 3\%$ tolerance range, Belinus will, at its sole and absolute discretion either: (i) repair the Module; (ii) supplement such deficiency in power by: (a) providing additional Module(s) to the Customer, or (b) replacing the Module; or (iii) refund the difference between the guaranteed minimal power output and actual power output (measured under Belinus’s STC) multiplied by the fair market price of the Module or a comparable model at the time of the Customer’s claim.

Repair and replacement are subject to the applicable scope covered under How this 30 years All-in-One Guarantee applies.

The power output values shall be those measured under Belinus’s STC as follows: (a) light spectrum of AM 1.5; (b) an irradiation of 1000 W per m² and; (c) a cell temperature of 25 degrees centigrade at right angle irradiation.

3. How this 30 years All-in-One Guarantee Applies

The remedies set forth in this All-in-One Guarantee shall be the sole and exclusive remedies and the original guarantee period shall not extend beyond the period set forth herein, nor will a new

guarantee period begin to take effect upon repair, replacement or pro-rated refund due to power loss at Belinus's sole discretion. The determination of Belinus shall be final.

Any repair or replacement shall be made with either a new or remanufactured Module or parts and the replaced Module or parts shall become the property of Belinus. In the event that the Module is no longer available, Belinus reserves the right, at its sole discretion, to deliver a new or remanufactured Module that may differ in size, color, shape, model number, and/or power output level, provided it is comparable to the previous Module.

This 30 years All-in-One Guarantee covers the transportation cost for reshipment of any repaired or replaced Module to the Customer's site, and any other costs associated with installation, removal, or reinstallation of the Module.

Belinus grants our End Customer or Installer a flat rate fee of € 150.00 per system (i.e. photovoltaic system with a single grid connection) and a Warranty claim event, plus € 25.00 for each affected Solar Module for the costs of the dismantling of the affected Solar Module and the installation of the replacement or additional modules; any additional and incidental costs shall be borne solely by the End Customer or Installer. All costs for measurements and for assessments by qualified experts (e.g. if Belinus rejects All-in-One Guarantee claim event or if the End Customer or Installer cannot conduct such measurements personally) must be coordinated with and authorized by Belinus before the End Customer or Installer incurs such costs, otherwise these costs will be solely borne by the said End Customer or Installer.

This All-in-One Guarantee does NOT cover the transportation cost and all associated risks including shipping damage or loss in returning the Module to Belinus or Belinus's authorized agent. In any event that a returned Module is determined by Belinus to be not defective or its corresponding All-in-One Guarantee has already expired, the Customer shall be responsible to pay for the return shipping cost.

4. All-in-One Guarantee Exclusions

This All-in-One Guarantee does NOT apply to Module(s):

- (a) Sold and/or installed outside the geographic territory of EEA (European Economic Area - the countries of the European Union, Norway, Iceland and Liechtenstein) including outside of the Switzerland, Turkey and United Kingdom (UK);
- (b) Sold AS IS or WITH ALL FAULTS or consumables;
- (c) That had a serial number or any part thereof altered, defaced or removed; or
- (d) With any color variation of cells or Module(s) whether or not it affects the power output.

This All-in-One Guarantee also does NOT apply to Module(s) which have been subjected to:

Any damage and/or failure caused by the following:

- (a) The use on a mobile unit including, but not limited to, vehicles, vessels, etc.;
- (b) Customer's non-compliance with national and local electric codes;
- (c) Installations which is not in conformity with the Module(s) specifications, installation instructions, operation manuals, or labels attached to the Module(s);
- (d) The improper wiring, installation, or handling of the Module(s);
- (e) The use of any devices and/or parts other than that of the Module(s) or by mounting methods of such devices and/or parts;
- (f) Customer's improper or incorrectly performed maintenance, operation or modification;
- (g) Module(s) removal from the original place where it was/were installed;

- (h) Conducting repairs which are not in accordance with Belinus's instructions and/or standards;
- (i) The inappropriate handling during storage, packaging or transportation of the Module(s);
- (j) Any causes of external shock to the Module(s) such as flying objects or external stress;
- (k) Presence of environmental pollution such as soot, acid rain or industrial chemicals including ammonia in the Module(s);
- (l) Module(s) that had direct contact with salt water or underground water containing lime component or petrochemicals;
- (m) As a result of any natural forces (earthquakes, tornados, floods, lightning, hurricanes, heavy snow, etc.) and fire, power failures, power surges or other unforeseen circumstances that are beyond Belinus's control;
- (n) Arising from any terrorist acts, riots, war or vandalism;
- (o) Any external stains or scratches that do not affect output in any way;
- (p) As a result of sound, vibration, rust, scratching, or discolorations that are the result of normal wear and tear, aging or continued use; or
- (q) Any Module(s) installed in a location that exceeds the prescribed operating conditions.

5. Scope of the Limitation of Guarantee

ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE MODULE(S) IS/ARE CONFINED TO THE DURATION OF THIS LIMITED GUARANTEE, EXCEPT TO THE EXTENT PROHIBITED BY ANY APPLICABLE LOCAL LAWS AND REGULATIONS. UNDER NO CIRCUMSTANCES SHALL Belinus BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT ARE NOT LIMITED TO: LOST OF GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, MODULE(S) FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE MODULE(S), LOSS OF USE, OR ANY OTHER UNTOWARD INCIDENT ARISING OUT OF, OR RELATED TO THE USE, INSTALLATION, REPAIR, REPLACEMENT OR REFUND OF THE MODULE(S).

Belinus' TOTAL LIABILITY, IF ANY, WHETHER QUANTIFIED THROUGH DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE MODULE(S) OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED GUARANTEE LASTS, AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND YOUR GUARANTEE WILL THEREFORE BE BASED ON THE MINIMUM STANDARD REQUIRED UNDER SUCH JURISDICTION. THIS LIMITED GUARANTEE GIVES OUR CUSTOMERS SPECIFIC LEGAL RIGHTS AND IN ADDITION THERETO, MAY ALSO HAVE OTHER RIGHTS OUT OF CONTRACT OR STATUTORY LAW WHICH VARIES WITH EACH JURISDICTION.

6. Assertion of Claims

Any assertion of claims made under this All-in-One Guarantee presupposes that the Customer has already informed the authorized reseller/distributor of our Module(s) in writing by providing a narrative of the alleged claim. Any such assertion of claims must be accompanied by the original sales invoice/receipt as the proof of purchase clearly providing the date as to when the purchase of Belinus Module(s) was/were done. Any assertion claim must be made within thirty (30) days from the date that such claim is determined. Please note that the return of Module(s) may only take place after a written authorization from Belinus has been provided.

7. Obtaining Guarantee Performance

Customers who have good faith reason to believe that they have a justified claim covered under this All-in-One Guarantee must immediately notify in writing the authorized reseller/distributor. If for any circumstance that such reseller/distributor has either ceased business as a result of a discontinuance of business or of bankruptcy, the Customer may contact Belinus directly in writing to:

Belinus Solar Bv
Kapeldreef 60
3001 Leuven
Belgium
Tel: (+32) 16 91 03 14
Email: service@belinus.be
Website: www.belinus.be

8. Force Majeure

Belinus shall not be liable for any loss, damage, non-performance, or delay as a result of any acts of God, or any natural disaster or catastrophe such as war, invasion, other hostilities including acts of terrorism, rebellion, or any other materially disruptive military or political event, labor dispute, power failures, or other disruptions for which Belinus is not responsible of, nor could predict what is required for the performance of its obligations, including those specified under this All-in-One Guarantee. Belinus shall not be liable for any damage, delay, loss, or non-performance of services as a result thereof to the full extent excused under the prevailing laws and regulations of Belgium.

9. Disputes as Individuals

The Customer and Belinus voluntarily agrees that any dispute resolution proceedings whether brought judicially or through arbitration shall only be conducted on an individual basis and NEVER in a class suit nor any other consolidated action.

10. Governing Law and Exclusive Jurisdiction

This All-in-One Guarantee shall be governed at all times by the laws of Belgium applicable to agreements made and to be wholly performed within that state, with no regard to any conflict of laws provisions or the conflict of laws provisions in any other jurisdiction that would cause the application of any applicable law other than those of Belgium.

All actions relating to this All-in-One Guarantee shall be submitted to the exclusive jurisdiction of the competent courts in Leuven, Belgium to the exclusion of all other courts, regardless of the nature of such claim and respective of the reliefs sought.

11. Severability

In an event that any competent court or arbitral award association declares any part of this All-in-One Guarantee to be invalid, void, or otherwise unenforceable, then only such part will be severed and deemed unwritten from this instrument or never been a part hereof. The remaining parts not declared to be invalid, void, or unenforceable shall not be affected and shall continue to be in full force and effect.

12. 15. Validity

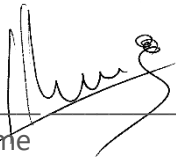
This All-in-One Guarantee shall apply to all modules with model "BE-M7-UB-GG-370-390" and "BE-M7-UB-375-390" ONLY.

Belinus holds the right to amend the provisions, clauses or applications of this All-in-One Guarantee from time to time without notice to our current and prospective Customers. However, such changes will not be given any retroactive effect. The provided All-in-One Guarantee at the time of your purchase shall be made applicable throughout the duration of your use of our Module(s).

In case of conflict with other languages as result of translation and/or interpretation of this All-in-One Guarantee, the Dutch version shall prevail.



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Francis Rome
CEO
Leuven, 01/2022