

## MDACI WARRANTY

### (Terms and Conditions for MDACI Solar Power Optimizers Products Warranty)

#### I. Preamble

##### Art. 1: Applicability and General Provisions

- (1) The terms and conditions set out in these “Terms and Conditions applicable to the MDACI’s Manufacturer Limited Factory Warranty” (herein called “**Terms and Conditions**”) shall form an integral part of the MDACI Solar Power Optimizers Products Warranty, hereinafter referred to as the “**Warranty**”. These Terms and Conditions apply exclusively to the Warranty. Terms and conditions of the Customer do not apply.
- (2) This **warranty covers defects in workmanship and materials of the Power Optimizers for the applicable Warranty Period set out below (the “Products”)**. The **Power optimizers** are warranted for a period of 25 years commencing on the earlier of:
  - (i) Four (4) months from the date the power optimizers are shipped from the Manufacturer’s premises; and
  - (ii) the installation of the power optimizers, provided, however, that for the module embedded power optimizers (CSI and OPJ models), the Warranty Period shall not exceed the maximum of 1) the module product warranty and 2) the module power warranty periods provided by the applicable module manufacturer.
- (3) The Warranty does not affect any statutory warranty obligation of the device seller and the corresponding statutory warranty rights of the buyer.
- (4) This Warranty does not confer a guarantee of durability nor does it include any device ability.
- (5) The scope of obligations under the Warranty differs depending upon whether the Customer has decided to Warranty for the ACTIVE-Warranty or for the COMFORT-Warranty. Details of MDACI’s obligations under the respective Warranty-versions are defined below.

##### Art. 2: Parties

- (1) The Contracting parties are MDA CAPITAL INVEST, a.s. (hereinafter “**MDACI**”) and the owner of the device with whom the Warranty has been concluded (hereinafter “**Customer**”).
- (2) MDACI reserves the right to have the obligations specified in this Warranty performed by MDACI.

##### Art. 3: Eligibility

The only persons eligible to raise claims under this Warranty are the Customer and MDACI. In the event MDACI is obliged to reimburse the installer according to the provisions as stated below, only the installer has the right to claim this reimbursement directly from MDACI. Other persons are not authorized to assert claims against MDACI under this Warranty. However, the Customer may appoint a third party to raise its claim under the Warranty. Assigning and/or transferring these rights to persons other than the Customer is not permitted.

##### Art. 4: Term of the Warranty

The term of the Warranty (hereinafter “Warranty period”) starts from the agreed start date and lasts for the agreed period. After the end of the Warranty period, the Warranty automatically ends. In case no specific start date has

been agreed, the Warranty starts from the expiration of the **Manufacturer Limited Factory Warranty** or an existing limited warranty.

## Art. 5: Scope of Obligations Covered under the ACTIVE-Warranty

### I. Geographic Scope of Application

The obligations under ACTIVE-Warranty are rendered worldwide.

### II. Specification of Obligation

- (1) The Warranty covers the costs incurred for repairs and/or replacement parts during the defined Warranty period as part of and in accordance with the conditions stipulated herein from the date the Warranty period begins. If a device becomes defective during the defined Warranty period, MDACI will **(at the discretion of the Manufacturer)**.
  - send a replacement device of equivalent value with regard to product type or kVA power class, or
  - repair the defective device on-site (repair works by the Manufacturer or a service partner appointed by MDACI and/or the Manufacturer) (when MDACI reasonably concludes that the geographical area in which the system is operated is deemed too risky to render on-site services, MDACI's obligations to render these services for said area are suspended for the period in which such risk is reasonably deemed to exist), or
  - repair the defective device at MDACI's premises or the Manufacturer's factory (repair works by the Manufacturer or a service partner appointed by MDACI and/or Manufacturer).
- (2) The Customer must accept a replacement device of equivalent value with regard to product type and age or kVA power class even if it has cosmetic defects that do not affect energy production or safety compliance. The Manufacturer will, at its option, use new and/or equal to new condition parts of original or improved design in the repair or replacement of the Customer's device.
- (3) MDACI is not obliged to render any obligations under the Warranty-ACTIVE, which are not expressly stated in the Warranty. In particular, without limitation, the Customer may not claim for any damages unless MDACI has negligently breached its obligations under the Warranty.

### III. Specific Information if MDACI chooses to Send a Replacement Device

If MDACI decides to send a replacement device,

- MDACI will at its discretion either send in advance a replacement device (or send a replacement device after prepayment of the value of the replacement device and the costs of delivery), or send a replacement device after receipt of the defective device. As required by MDACI, the Customer must return the defective device at its own risk in a packaging that is suitable for its transportation to an address defined by MDACI that will be located within the same country that the replacement device is shipped from. The costs for removal and replacement of the device, as well as the transportation costs for sending the replacement device and returning the defective device (including, but not limited to, export certifications, inspections, and customs duties) are to be borne entirely by the Customer. However, if the device is installed in an **Primary Support Country**, the costs for transportation, export certifications, inspections, and customs duties for replacement and returned devices will be borne by MDACI.
- MDACI will retain ownership of the delivered replacement device until it receives the defective device.

- If MDACI has decided to request from the Customer the prepayment of the value of the replacement device before delivery of the replacement device, MDACI will refund to the Customer the amount received by the Customer as prepayment of the value of the replacement device once the Customer has returned to MDACI the defective device and this defective device does not have any further defects not previously made known to MDACI.
- Should the Customer return the defective device more than thirty (30) calendar days after receipt of the replacement device, then MDACI has the right to charge the Customer for the cost of administering the overdue RMA (Return Material Authorization) account. Return items will not be accepted without a valid RMA number obtained from MDACI that is clearly displayed on the returned items packaging.

#### IV. Specific Information if MDACI chooses to Repair a Device On-site

If MDACI decides to repair the defective device on-site (repair by MDACI or a service partner appointed by MDACI), then MDACI will bear the costs for materials and labour to repair the device as well as the costs for removal and replacement of the part or replacement device, provided however that the device is installed at ground level or a safely accessible level roof top. No other costs — including, but not limited to, transportation, export certifications, inspections, customs duties, costs to safely access devices installed on slanted rooftops, or for lift equipment, travel or accommodation costs, the costs of the Customer's own employees, or the costs of third-parties that have not been authorized by MDACI — are covered by the Warranty. However, if the device is installed in an **MDACI's or the Manufacturer's Primary Support Country**, MDACI will also bear costs for transportation, export certifications, inspections, customs duties for replacement and returned parts or devices.

#### V. Specific Information if MDACI chooses to Repair a Device at MDACI's Premises or the Manufacturer's Factory

If the device is to be repaired at MDACI's premises or the manufacturer's Factory, the Customer must remove the defective device and send it for repair to MDACI in Kladno, Czech Republic or to an indicated manufacturer's factory at its own risk in a packaging that is suitable for the transportation. Once the device has been repaired, MDACI will return the repaired device to the Customer. The costs for removal and replacement of the device, as well as the costs for sending the device to MDACI or to the indicated address of the Manufacturer's facility and returning it to the Customer including, but not limited to, transportation costs, export certifications, inspections, and customs duties are to be borne entirely by the Customer. However, if the device is installed in an **MDACI or Manufacturer Primary Support Country**, MDACI will bear the costs for transportation, export certifications, inspections, and customs duties for the returned and repaired device.

#### VI. Specific Information on the Coverage of Other Costs

MDACI will inform the Customer of any costs that are to be borne by the Customer (including, but not limited to, replacement device value, transportation, export certifications, inspections, customs duties, travel, or accommodation) and/or that require payment to MDACI in advance of the repair action. The repair will be performed depending on the Customer's consent to bear these costs.

#### VII. MDACI Primary Support Countries

The buyer shall always be provided with the list of MDACI Primary Support Countries for each specific product. The client may also download it from MDACI's website: [www.mdagreenenergy.com](http://www.mdagreenenergy.com) or [www.mdacapitalinvest.com](http://www.mdacapitalinvest.com)

### Art. 6: Scope of Obligations Covered under the COMFORT – Warranty

#### I. Geographic Scope of Application

The obligations under the COMFORT-Warranty are only rendered if the relevant device is operated in a primary support country.

## II. Specification of Obligation

- (1) Unless otherwise stated in Art. 6 I. and hereinbelow, the scope of obligations under the COMFORT-Warranty cover all obligations applicable to the ACTIVE-Warranty. In addition, if a device becomes defective, MDACI (at its sole discretion) will either
  - after repossessing the defective device, reimburse the installer for exchanging the defective device with the replacement device provided by MDACI (in this case MDACI is pledged to pay a service rebate per replaced PRODUCT to the installer, this service rebate is a fixed rate, the amount of this service rebate can be asked at MDACI's local service hotline), or
  - exchange the defective device with any replacement device free of charge.
- (2) MDACI is not obliged to render any obligations under the COMFORT-Warranty, which are not expressly stated in the Warranty. In particular, without limitation, the Customer may not claim for any damages unless MDACI has negligently breached its obligations under the Warranty.

## Art. 7: Scope of Obligations Covered under the FLEX-Warranty

### I. Specific Information regarding the Conclusion of the FLEX-Warranty

- (1) For the conclusion of the FLEX-Warranty, the Customer has to choose between the ACTIVE-Warranty according to Art. 5 or the COMFORT-Warranty according to Art. 6 of these Terms and Conditions. This choice determines the scope of the obligations of the FLEX-Warranty according to Art. 7 II
- (2) The FLEX-Warranty can be concluded until the expiry of the tenth year from commissioning of the device concerned.
- (3) MDACI expressly reserves the right to conclude the FLEX-Warranty with the Customer only after a prior examination of the device concerned.

### II. Specification of Obligation

- (1) Unless otherwise stated in Art. 7 I. and herein below, the scope of obligations under the FLEX-Warranty covers all obligations applicable to the ACTIVE-Warranty (Art. 5) or the COMFORT-Warranty (Art. 6).
- (2) MDACI is not obliged to render any obligations under the FLEX-Warranty, which are not expressly stated in the Warranty. In particular, without limitation, the Customer may not claim for any damages unless MDACI has negligently breached its obligations under the Warranty.

### III. Specific Information regarding the Payment Method and Warranty Period

- (1) The Customer's payment for the FLEX-Warranty is made annually.
- (2) If MDACI or the Customer has not exercised their right after termination pursuant to Art. 7 IV., the Warranty will be renewed annually for one year. The MDACI Extended Warranty FLEX runs until the end of the 20<sup>th</sup> year, at the latest, from commissioning of the device.

## IV. Specific Information regarding the Right of Termination

In deviation from Art. 4 of these Terms and Conditions, either party can terminate the FLEX-Warranty in whole or for individual inverters without cause by giving three (3) months' notice by the end of a Warranty year.

## Art. 8: Warranty Exclusions

- (1) The Customer may only assert claims under the Warranty if the device has been installed and commissioned in line with the manufacturer's installation manual that applies to the device in question. If damage has been sustained to any structurally altered devices that were not altered at the request of MDACI, the costs incurring in order to repair the damages, regardless of whether these structural changes were cause of these damages, are not covered by this Warranty. MDACI will inform the warranty claimant in advance about this costs.
- (2) Further, MDACI is not obliged to render any obligations under the Warranty if the defect is due to any of the following circumstances, unless MDACI has caused such circumstances.
- damaged optimizer as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
  - damaged optimizer as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by MDACI;
  - damaged optimizer due to the failure to observe the applicable safety regulations governing the proper use of the Product;
  - installed or operated optimizer not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in the manufacturer's installation guide;
  - opened, modified or disassembled optimizer in any way without MDACI's prior written consent;
  - used optimizer in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
  - damaged optimizer by software, interfacing, parts, supplies or other product not supplied by MDACI;
  - damaged optimizer as a result of improper site preparation or maintenance or improper installation;
  - damaged optimizer as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond MDACI or the manufacturer's reasonable control or not arising from normal operating conditions; or
  - damaged optimizer during or in connection with shipping or transport to or from buyer where buyer arranges such shipping or transport.

## Art. 9: Items which are expressly not covered by the Warranty

The following items are expressly not covered by the Warranty:

- All items not originally sold by MDACI including, but not limited to, installed cables, controllers, (rechargeable) batteries, Current Transformers (CT), Voltage Transformers (VT), and communications devices, etc.

- Consumables and parts of the device which are subject to regular wear and tear (including, but not limited to, varistors, surge arresters, string fuses, ESS handles, filters, (rechargeable) batteries, or overvoltage protection devices)
- Cosmetic or finish defects, which do not directly influence energy production, or degrade form, fit or function

## Art. 10: Impact of Warranty Coverage on the (Remaining) Warranty Period

If the entire device is replaced under this Warranty, the remainder of the Warranty period will be transferred to the replacement device. If device components are replaced or repaired under this Warranty, the components used will be covered by the same remainder of the Warranty period as the repaired device.

## Art. 11: Procedure to Exercise Rights under this Warranty

- (1) The Customer must notify MDACI of a device fault or defect within the Warranty period. To determine if the device is covered by the Warranty, the Customer must – In addition to the requirements stated below – submit a copy of the commissioning report which must include the serial number of the defective device. MDACI reserves the right to request a copy of other documents including, but not limited to, the purchasing invoice. MDACI only accepts documents in the following languages: Arabic, Czech, Dutch, English, French, German, Greek, Hindi, Italian, Japanese, Mandarin, South Korean, Spanish, and Thai. A certified translation in one of the mentioned languages will also be accepted. The type label on the device must be completely legible. If the aforementioned requirements are not fully met, MDACI is not obliged to perform any obligations under the Warranty.
- (2) MDACI's service is available by accessing MDACI's Online Support at [www.mdacapitalinvest.com](http://www.mdacapitalinvest.com) or [www.mdagreenenergy.com](http://www.mdagreenenergy.com) under the heading "SERVICE & SUPPORT". The Customer or their electrically qualified representative must report a failure to a local Service Centre of MDACI or the Manufacturer, using the following procedure as described below.
  - Proper fault diagnosis may require a qualified service technician to be at the MDACI device location and equipped with a quality digital AC/DC voltmeter and required tools as specified in the Manufacturer device manual.
  - The on-site qualified service technician may be asked to take voltage measurements and provide error codes from the inverter or any other relevant related system(s) or device(s).
  - Additional information may be required, including, but not limited to:
    - Type of designation,
    - Installation site,
    - Original date of commissioning,
    - PV array configuration,
    - Battery manufacturer and battery type, and
    - Description of any modifications that have been performed on the inverter.
  - Safely remove the device to be returned and retain them for reinstallation on the replacement device.
  - MDACI will provide instructions for proper return or disposal of the defective device.
  - If no failure is found when the device is tested by the MDACI Service Repair Department, the Customer may be charged an inspection fee and transportation costs.
- (3) If and to the extent services are to be rendered by MDACI free of charge in accordance with this Warranty, these are only free of charge if and to the extent the course of action is agreed with and confirmed in writing



by MDACI in advance. Written documents and electronic messages, including, but not limited to, fax or e-mail, satisfy the requirement that confirmation be given in writing. All costs incurred by the Customer to exercise its rights under this Warranty shall be borne by the Customer.

## Art. 12: Final Validity

- (1) The rights mentioned in this Warranty reflect the exclusive rights of the Customer in accordance with this Warranty. No other claims – including, but not limited to, claims for compensation for direct or indirect damage caused by the defective device, claims for compensation for costs arising from disassembly or installation, and/or loss of power production or profits – arise out of this Warranty. In particular, without limitation, the Customer may not claim for any damages unless MDACI or the Manufacturer has negligently breached its obligations under the Warranty. If the Customer requests unnecessary or unjustified service work and/or RMA replacements under this Warranty, MDACI shall be entitled to invoice the Customer for the costs incurred as a result.
- (2) Except as expressly provided otherwise herein, any claims for damages and reimbursement of expenses the Customer may have out of or in connection with this Warranty, regardless of legal ground, including breach of duties arising from the contractual obligation and tort, shall be excluded. This also applies to claims arising from faulty Warranty conclusion.
- (3) Art.12(2) shall not apply to damages arising from the law on product liability or in cases of intent or gross negligence on part of MDACI or its agents, nor to damages due to loss of life, personal injury or impairment of health or malicious concealment of a defect or due to the breach of essential contractual obligations. Compensation for a material breach of warranty shall, however, be limited to the foreseeable damage in standard Warranties, except in the case of liability for wrongful intent or gross negligence or due to injury to life, body or health. Material Contractual obligations are those the fulfilment of which allows for the proper execution of the Warranty in the first place and the adherence to which the Contractual partner can continuously trust.
- (4) The liability exemptions and limitations for MDACI shall also apply to the personal liability of the employees, representatives and agents of MDACI.
- (5) The above provisions shall not involve a change in the burden of proof to the detriment of the Customer.

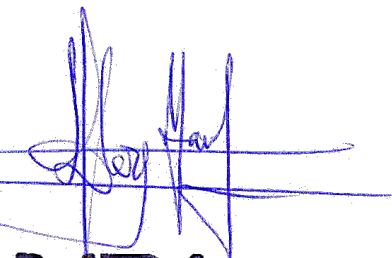
## Art. 13: Applicable Law and Place of Jurisdiction

- (1) All claims arising from or in connection with this Warranty are subject to German law with the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG). However, if the customer is a consumer as defined in **Art. 6 of Regulation (EC) No 593/2008** and MDACI have (i) either pursued our commercial or professional activities in the country where the consumer has his habitual residence, or (ii) by any means, directed such activities to that country or to several countries including that country, and (iii) this Warranty falls within the scope of such activities, then the choice of German law as stated in Art. 13 (1) sentence 1 of this Warranty does not have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law of the country where the consumer has his habitual residence.
- (2) Kladno, Czech Republic, is the exclusive place of jurisdiction for all disputes arising from or in connection with this Warranty provided that the customer is a Merchant, a legal entity under public law or special assets under public law.
- (3) (In the event the claimant is a consumer, whose residence or habitual residence is in the European Union or in Countries, which are contracting parties to the Agreement on the European Economic Area, the following shall apply: MDACI is principally in favour to attend a dispute settlement procedure at the General

Consumer Conciliation Body of the Centre for Conciliation in the Czech Republic, with its address located at Štěpánská 567/15, 120 00 Praha 2, **Czech Republic**

For more information, please contact our service department: [services@mdagreenenergy.com](mailto:services@mdagreenenergy.com) or [services@mdacapitalinvest.com](mailto:services@mdacapitalinvest.com)

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The Chairman of the Board of Directors

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