

**Manufacturer's Warranty Terms & Conditions (hereinafter: "Warranty Policy")
for photovoltaic panels produced by XDISC S.A.
with the exclusion of the warranty for defects**

Seller - producer of photovoltaic panels: **XDISC S.A.** with headquarters in Warsaw, Jagiellońska 82, 03-301 Warszawa, KRS 0000383408, NIP 1132450605 (hereinafter: "**XDISC**" or "**Seller**").

I. Devices covered by the Warranty

1. XDISC grants a warranty (hereinafter: "**Warranty**") for photovoltaic panels (modules) under the ACTIVESOL, ACTIVESOL PRO and ACTIVESOL PRO + brands. The warranty covers the series of products:

- ACTIVESOL LIGHT – model prefix: ASOLL
- ACTIVESOL ULTRA and ULTRA+ – model prefix: ASOLU
- ACTIVESOL EXPERIENCE – model prefix: ASOLE

manufactured by XDISC (hereinafter: "**Panels**" or "**Devices**").

2. The sale of the Panel to the first buyer is confirmed by an entry in the XDISC IT system, and the basis for the identification of the Panel in the warranty procedure is the serial number assigned by XDISC.
3. The Warranty Policy applies only to the Panel itself and not to the installation in which the Panel was placed.
4. The warranty holder is the current owner of the Panel (hereinafter: "**User**"), regardless of whether the Panel has been installed. After the change of the owner ("**User**"), the Warranty period is not interrupted and continues on the same terms.

II. Warranty Period and Seller's obligations

1. The Warranty Period is counted from the date of purchase of the Panel at XDISC and amounts to:
 - a) 2 years - LIGHT (ASOLL) product warranty,
 - b) 5 years - ULTRA series product (ASOLU or ASOLE) warranty.
2. As part of the Warranty, XDISC guarantees the User that the Panel will be free from defects in material and workmanship and will be manufactured in accordance with the applicable standards. The condition for recognizing a defect covered by the Warranty is correct installation, proper use, and correct operation and servicing of the Panel.
3. The terms and conditions set out in point 2 mean that claims under the Warranty will be considered only if the User proves that the incorrect operation or non-compliance results only from defects that have revealed themselves during proper storage, proper use and / or assembly under operating conditions / assembly

specified in the standard manufacturer's product documentation, under the conditions specified in point 2. Any damage caused by mechanical damage, improper use or improper assembly, especially those specified in part IV, are excluded from the scope of the Warranty.

4. Decision on accepting the complaint and choosing the method of settling it (including: repair at the Seller's expense, replacing the Panel with a new one, cashback in the case of a non-installed Panel) belongs to the Seller.
5. Replacing the Panel means replacing the defective Panel with a new or refurbished one, and if XDISC no longer produces a Device of a given type - an equivalent of at least similar parameters, class and power, while the Device delivered to the place of the defective and no longer manufactured Panel may also differ slightly in size, color or shape.
6. Replacing the Device or its part means the transfer of ownership of the defective Device to XDISC.

III. Complaints procedure

1. In the case of installed Panels, the User should first contact the installer.
2. In the event of an ineffective intervention of the installer or lack of response from the installer, resulting in the inability to meet the deadline specified in point 3 (below), a complaint should be submitted to XDISC via a properly completed form available at <https://complaio.com/app/XDISC-panele>
3. The deadline for submitting a complaint to XDISC is 3 working days from the date the defect was detected.
4. The complaint should contain the User's data, contact details, information regarding the Panel (model, serial numbers), place of installation or location, a description of the defect and the date of its finding, and other data contained in the complaint form.
5. Along with the complaint, the User will send:
 - a) Device purchase document,
 - b) documentation of the defect (legible photos),
 - c) clear photo of the label with the serial number
6. The deadline (point 11) for settling the complaint starts from the date of sending the complete set of documents and data listed in points 4 and 5.
7. The Seller has the right not to consider a complaint in the event of blurring, illegibility or removal of the Panel serial number or the nameplate.
8. The User is obliged to protect the Devices in a way that prevents the defect from worsening.
9. If it is necessary to repair the Panel at the Seller's service point or replace it with a new one, the User is responsible for disassembly and assembly, as well as proper packaging and safe transport of the Device both ways. The User bears the costs associated with the transport.

10. In case of an unjustified complaint, the User bears the costs on the Seller's part.
11. XDiSC will consider and process the complaint (by accepting it or refusing to recognize it) as soon as possible, but not later than within 30 days of the complaint being submitted. In exceptional cases (e.g. if it is necessary to deliver the Devices from the manufacturer or obtain the manufacturer's decision regarding the settlement of the complaint), this period may be extended, of which the User will be immediately notified.
12. The limit of XDiSC's total liability for the defective Device is the value of the Device resulting from the purchase invoice by the first buyer from XDiSC.

IV. Warranty Disclaimers

1. The Warranty does not cover a Panel which is not marked with a serial number.
2. The Warranty does not cover Panels that show changes or damage resulting from unauthorized interference by the User in their construction (modification of the device or replacement of parts), improper use, improper assembly or disassembly, improper commissioning, operation, transport, ventilation or storage.
3. The Warranty does not cover Panels that have been damaged as a result of vandalism, animal activity or environmental factors (hail, storms, rainfall, snow, fire, overvoltage etc.) or caused by other events classified as "force majeure".
4. The User loses the rights under the Warranty in the event of non-compliance with the installation, operation and maintenance instructions or breach of safety standards, unauthorized modifications, repairs or changes.
5. The Seller shall not be liable for damage caused by improper assembly, assembly performed by a person without appropriate qualifications, assembly inconsistent with the Assembly & Safety Instructions or inconsistent with the manufacturer's standard product documentation; damage resulting from improper transport, storage or commissioning, interference in the structure of the Panel or its repair by persons not authorized by XDiSC.
6. The Warranty does not cover Panels that have been detached and reinstalled after the first installation for any purpose other than repair or replacement.
7. The Warranty does not apply to Panels installed in a dusty place or place exposed to active, corrosive chemicals, acid vapors or one that does not provide proper cooling and ventilation.
8. The Warranty does not cover the costs of disassembly, transport and reassembly after repair or replacement, as well as additional costs not directly related to the repair or replacement.
9. The Warranty does not cover the costs related to the configuration of the photovoltaic installation after repair or replacement, if after repair or replacement the Panel is not compatible with other systems or devices previously installed.
10. XDiSC does not bear direct or indirect costs of investigating complaints arising on the part of the User, including the costs of expert opinions ordered by the User, as well as lost profits.

11. The Warranty does not cover losses incurred by the User as a result of the inability to produce electricity during periods of production shutdown caused by a defect, repair or replacement.

V. Final clauses

1. For matters not covered by the Warranty Policy, the relevant provisions of Polish law shall apply.
2. The court having jurisdiction to hear any dispute regarding XDiSC's obligations under the Warranty is the court in Warsaw having jurisdiction over XDiSC.
3. Placing an order at XDiSC means that the direct buyer who is not a consumer agrees to exclude the Warranty for defects on the Panels (Article 558 § 1 of the Civil Code).
4. The Warranty Policy is valid from June 1, 2021.