

## 1. GUARANTEE

The beginning of the guarantee period for PVs (hereinafter referred to as the Product) is the date of delivery of the panels to the Buyer.

### 1.1. 25-year product guarantee

LA SOLAR guarantees that within 25 years from the guarantee date, the panels will be free from defects in material or work that will affect the normal installation or use of the panels, in case that the panels are installed, operated and maintained according to the guidelines provided by LA SOLAR, which can be updated from time to time. The above defects do not include the change due to normal wear of the panels after the installation of the panels.

### 1.2. 25-year productivity guarantee

LA SOLAR guarantees a 25-year productivity guarantee with the details below. During the first ten years from the date of installation of the panels, the productivity will not decrease by more than 10%, from the eleventh year until the twenty-fifth year, by more than 18.6 %.

## 2. PROCEDURE FOR REQUESTING A GUARANTEE

All guarantee claims must be submitted to LA SOLAR in writing within the relevant guarantee period.

The request must include the following information: a) information about the claimant; b) a detailed description of the claim; (c) supporting materials, including photographs or data; d) panel serial number; e) proof of purchase of the affected module; f) panel model. g) location of the product. h) other additional information required by LA SOLAR.

In the event that Buyer does not notify LA SOLAR and does not provide the above information as described, within the required time frame, LA SOLAR reserves the right to refuse to process the relevant application without any obligation until Buyer provides the relevant information.

LA SOLAR will review and assess the potential requirements after receiving the complete information as outlined in this article. If LA SOLAR deems it necessary, it may request that the panel be returned to the LA SOLAR factory for testing, in which case LA SOLAR will issue a Return Permit ("RP"). In the absence of such RP, any returned panel will not be accepted by LA SOLAR. In the event that the Buyer returns the panels without the written consent of LA SOLAR, the risks (including, but not limited to, the loss of the panels) are borne by the Buyer. LA SOLAR will reimburse the buyer for the necessary and documented shipping costs associated with the product guarantee if approved by LA SOLAR technical department.

LA SOLAR decides whether to send a representative to investigate the alleged requirements on the spot. In the event that LA SOLAR decides to send a representative to the product site for inspection, the Buyer should be actively involved in such an investigation. If the Buyer refuses to enter the premises without a proper reason, LA SOLAR has the right to extend the claim review process until the necessary conditions are provided. If the Buyer requests that the relevant panels be sent to an independent third party for examination (an expert center must be approved by both parties), the Buyer will pay the reasonable costs associated with such testing in advance. If the results of the inspection reveal that LA SOLAR is the cause of the panel failure, then reasonable, direct, and documented costs incurred as a result of such testing may be transferred to LA SOLAR.

### 3. SATISFACTION OF REQUIREMENTS

In the event that it is established that the panels do not comply with the quality established between the parties, LA SOLAR, in its sole discretion, is obliged to:

- 1) repair defective panels,
- 2) replace defective panels or provide additional panels to ensure productivity or to fill the productivity gap between the actual output capacity of the guaranteed panels or the defective panels.

### 4. EXEMPTION FROM LIABILITY

LA SOLAR is released from any liability if any defect in the panels occurs due to or in connection with Force Majeure. LA SOLAR and the Buyer understand and agree that LA SOLAR is not liable in the event that any obligation under this guarantee is deferred or it is not possible to provide due to a force majeure situation as set forth in Clause 8 of this guarantee.

Subject to the provisions of paragraph 8, LA SOLAR and Buyer understand and agree that this guarantee does not apply to any of the following situations: violation of the relevant provisions of the LA SOLAR panel guide, panel specifications and service manual. or if the panels have been subjected to abuse, negligence, vandalism or accident or panels have been subject to power outages, surges, lightning, floods, fires, accidental damage, or other events beyond the control of LA SOLAR.

LA SOLAR is released from the obligation set forth herein if the panel malfunction or defect is not of a productive nature, including but not limited to, if the panel has traces of external interference or repair by a person other than LA SOLAR, if violated stamps, seals or serial number labels or other signs fixed by LA SOLAR, there is mechanical damage, is the use of non-standard or non-compatible equipment in the event of loss or theft of the panel due to natural disasters or improper maintenance by the Buyer.

LA SOLAR is not liable for the Buyer's roof strength and damage of the panel because of it.

### 5. LIMITATION OF LIABILITY

LA SOLAR assumes no guarantee, definite or supposed, with the exception of these warranties and disclaims all other warranties.

LA SOLAR does not cover damage caused by panel defects, including, but not limited to loss of profit, loss of business opportunity, loss of goodwill, increase in operating value or loss of income. If LA SOLAR is obliged to reimburse the Buyer, the total amount of compensation should not exceed the cost of the invoice for defective panels paid by the Buyer.

## 6. TRANSFER OF RIGHTS

The Buyer may transfer the rights and responsibilities under this guarantee to the subsequent Owner by obtaining the written consent of LA SOLAR.

In case of:

- 1) the panels remain in the place of initial installation without being changed
- 2) the purchase price is paid in full to LA SOLAR
- 3) this transfer of rights includes all the provisions of this guarantee
- 4) the recipient agrees to be bound by all the terms of this guarantee.

Upon request from LA SOLAR, the Buyer must provide reasonable evidence to prove ownership transfer within 15 days of receiving notice from LA SOLAR. Otherwise LA SOLAR reserves the right to waive the relevant claim and is not responsible for it.

The rights of this guarantee are transferred only if the above requirements are fully met, otherwise such transfer is not obligatory for LA SOLAR, and LA SOLAR reserves the right to refuse to process the relevant claims without any liability.

## 7. INVALIDITY

If any provision of this Guarantee, or its applicability in a particular case or situation, is deemed invalid, ineffective or unenforceable, it does not affect the validity of any other provision of this Guarantee. In such cases the applicability of these other sections or provisions shall be deemed to be independently applicable.

## 8. APPLICABLE LAW AND DISPUTE RESOLUTION

Any dispute relating to this Guarantee, including but not limited to disputes relating to the validity, breach or termination of the guarantee, shall be settled in accordance with the laws of the Republic of Armenia and agreement with LA SOLAR.

## 9. FORCE MAJEURE

Force majeure is considered a practically unpredictable, unavoidable, insuperable objective condition, including, but not limited to, war, riot, strike, epidemic, quarantine, traffic control, and other social events, earthquake, fire, flood, blizzard, hurricane, lightning, natural disaster and other natural disasters; delays in

international cargo transportation or delays due to national laws, regulations, administrative rules.

In the event of a force majeure occurrence or continuation, LA SOLAR will not be able to meet its obligations under this guarantee, and LA SOLAR will be released from any liability for any loss or damage incurred. However, LA SOLAR must immediately notify the Buyer of the force majeure situation and negotiate with the Buyer in a timely manner to take the necessary measures to minimize the force majeure impact.