

# WARRANTY CERTIFICATE

## 1 . PRODUCT

This Warranty is applied to photovoltaic modules, branded Invisible Solar, that are manufactured and commercialized by Dyaqua Srls. It is about products that are made through an entirely artisanal manufacturing process, therefore both their technical and aesthetical features can be subjected to variations that are due to the type of manufacturing. All data about efficiency included in this document are referred to the technical data sheet in force at the purchase time.

## 2 . WARRANTY

Dyaqua Srls, who is manufacturer of artisan made photovoltaic modules branded Invisible Solar, headquartered in Via Bonifacio 40/4 , 36043 Camisano Vicentino (VI), Italy, guarantees quality and performance thereof at the following terms and conditions:

### 2.1) 10 years warranty against manufacturing and material defects

Dyaqua offers a 10 years warranty on photovoltaic modules branded Invisible Solar, starting from delivery date to first buyer, against any material and manufacturing defects that should prevent their standard functions in accordance with the correct conditions of installation, use and maintenance. In case the module has material or manufacturing defects during the warranty validity, Dyaqua is committed to replace the defective module depending on the detected fault.

### 2.2) 25 years warranty on the supplied power

Dyaqua guarantees that the power supplied by Invisible Solar modules during the warranty validity, starting from delivery date to first buyer, will not be lower than 80% of the minimum power specified in the technical data sheet which is in force at the time of purchase.

When proceeding with the proper checks on supplied power, the customer and/or user shall especially make allowance for specifications on the electrical performance, as the Invisible Solar modules can be subjected to any possible technical variations due to the manufacturing process which is entirely artisanal.

In case the module has a power loss lower than 80% in comparison with reference data during the warranty validity, Dyaqua is committed to replace the defective modules depending on the detected fault.

The points 2.1 and 2.2 represent the minimum warranties that are offered by Dyaqua for all modules branded Invisible Solar. Dyaqua reserves the right to extend the warranties thereof and adapt them to each single market and country. Such extensions will be reported on a specific document, different from this warranty certificate.

## 3 . EXCLUSIONS AND LIMITATIONS OF THE WARRANTIES

The warranties offered in this document will be provided by Dyaqua in accordance with the general conditions and the following manners:

### 3.1 ) Terms for claims

The warranty rights can be claimed during the validity period and contextually to their detection except when defects are visible; in that case the claim shall be submitted within 3 months starting from the supply date to customer and, anyway, always before installation.

### 3.2 ) Damages and faults of functioning

Damages and faults related to the operation or service of the modules are excluded from the warranty rights when they are originated by:

- 1) Accidents, use on mobile units, negligent or incorrect or inadequate use.
- 2) Non-compliant installation to product specifications declared by Dyaqua in the technical and operative manuals.
- 3) Damages caused by overvoltages, atmospheric discharges, floods,

earthquakes, extraordinary weather conditions, actions by third parties or any other different cause by the standard operating conditions of modules.

4) Defects related to aesthetic of modules will not be considered faults with the warranty right, except when they imply a reduction of the functioning or performances which result from the provided data sheets.

5) The warranty rights established herein do not cover shipping costs for the faulty modules that must be returned to Dyaqua. Also, the warranty does not cover any possible costs for interventions related to neither the removal of defective modules nor the installation of replacement modules. The faulty goods shall be returned by customer "Ex-Works" to Dyaqua, with attached copy of the purchase invoice, both for power control and replacement of the material.

6) Dyaqua reserves the right to supply, as replacement or extension, a different model compared to the original module, in case the original model should be out of production, in order to comply the claim accepted under the warranty period. In any case all replaced models will be branded Invisible Solar.

## 4 . CLAIMS OF THE WARRANTY RIGHTS

The warranty rights can be claimed by the first buyer, who is in possession of the Dyaqua's invoice, accordingly to the following procedure:

- 1) Promptly inform Dyaqua in writing by sending an e-mail at the address [invisiblesolar@dyaqua.it](mailto:invisiblesolar@dyaqua.it), within the terms for claims (point 3.1), with a well detailed description of the observed fault and attaching a copy of the purchase invoice.
- 2) The claim will be analyzed by Dyaqua, who will settle on the validity of claim at its unquestionable decision and according to what is defined in this Warranty Certificate; subsequently, Dyaqua will send to Customer a written notice with the proper instructions.

The restitution of the modules object of the claim shall not be done without the Dyaqua's written authorization.

## 5 . RESPONSIBILITY RESTRICTIONS

5.1) Dyaqua will not be responsible towards Customer, neither directly nor indirectly, for any non-compliance or delay on application of the warranty duties which are possibly caused by force majeure or any other unexpected event that is unrelated to Dyaqua's will.

5.2) The responsibility of Dyaqua that is originated from this Warranty Certificate is limited to the above obligations and the invoice amount paid by Customer at purchase of the modules which are object of claim. Any responsibility is excluded for indirect damages such as loss of data in computer applications, loss of income or operating profits, service outages, damages directly or indirectly caused by complained defects, personal injury which is attributable to an intentional or negligent conduct in comparison with regulations and safety rules, etc.

The above warranty limits will be applied as long as they do not violate the legal provisions related to responsibility for the product of each single Country.

5.3) If one of the above-mentioned clauses should be invalidated, the nullity will be effective for that single clause exclusively. Therefore, all other provisions will remain in force.

5.4) It is excluded any other warranty right that is not explicitly reported in this certificate.

## 6 . APPLICATION AND VALIDITY OF CERTIFICATE

This Warranty Certificate is in force from the document date and will be applied to all Invisible Solar photovoltaic modules that are manufactured starting from such date, until new edition.