The Building Integrated Photovoltaic Company

Warranty Statement

THIS WARRANTY STATEMENT IS DATED **2022**

1. DEFINITIONS

1.1 Defined terms in this Warranty Statement shall have the following meanings:-

"**BIPVCO**" means BIPV Limited, a company registered in England and Wales with the company number 08756648 and whose registered office is at GCell Building, South Lake Drive, Imperial Park, Newport, NP10 8AS;

"**BIPVCO User Manual**" means the BIPVCO installation and user manual relating to the PV Products;

"**End-User**" means a person (being a natural individual or corporate body) registered on BIPVCO's warranty register as being the owner of the Premises;

"**Initial Output Warranty Period**" means the period commencing on the date of this Warranty Statement and ending on the tenth (10th) anniversary of this Warranty Statement;

"**Output Warranty Period**" means either of the Initial Output Warranty Period or the Second Output Warranty Period or the Third Output Warranty Period;

"**Output Warranty**" shall have the meaning given to it in clause 3.1 of this Warranty Statement;

"**Premises**" means the premises on which the PV Products are registered on BIPVCO's warranty register as having been installed;

"**Product Warranty**" shall have the meaning given to it in clause 2.1 of this Warranty Statement;

"**Product Warranty Period**" means the period commencing on the date of this Warranty Statement and ending on the tenth (10th) anniversary of this Warranty Statement;

"**PV Product**" means the photovoltaic modules supplied by BIVCO and installed at the Premises;

"**Second Output Warranty Period**" means the period commencing on the day after the expiry of the Initial Output Warranty Period and expiring on the twentieth (20th) anniversary of the date of this Warranty

Statement;

["**Third Output Warranty Period**" means the period commencing on the day after the expiry of the Second Output Warranty Period and expiring on the twenty fifth (25th) anniversary of the date of this Warranty Statement;] and

"**Warranties**" means together each Output Warranty and the Product Warranty, each being a "**Warranty**";

2. **PRODUCT WARRANTY**

2.1 Subject to the terms of this Warranty Statement, BIPVCO warrants to the End User that the PV Product will be free from defects in materials and workmanship during the Product Warranty Period ("**Product Warranty**").

2.2 The Product Warranty will only apply to the extent that:-

2.2.1 the PV Product is installed, used and maintained in accordance with BIPVCO's User Manual;

2.2.2 the PV Product is installed by a BIPVCO approved supplier or installer and is used for applications approved by BIPVCO;

2.2.3 the PV Product is registered as being installed on the Premises within 60 days of installation of the PV Product;

2.2.4 the PV Product is inspected and cleaned annually by BIPVCO or a BIPVCO approved contractor; and

2.2.5 the End-User has informed BIPVCO of the alleged defect within the Product Warranty Period and within a reasonable period of discovery.

2.3 In the event that the End-User brings a successful claim under the Product Warranty, BIPVCO may arrange for the relevant equipment to be repaired or replaced or (at its sole option) refund to the End User the charge for the relevant part of the PV Product (or a proportionate part of such charge).

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3. **OUTPUT WARRANTY**

3.1 Subject to the terms of this Warranty Statement, BIPVCO warrants to the End User that the PV Product shall:-

3.1.1 during the Initial Output Warranty Period (up to 10th anniversary of the date on this warranty statement), produce at least 90% of the minimum power output rating as specified on the BIPVco product datasheet, and

3.1.2 during Second Output Warranty Period (up to 20th anniversary of the date on this warranty statement), produce at least 80% of the minimum power output rating as specified on the BIPVco product datasheet, and

3.1.3 during Third Output Warranty Period (up to 25th anniversary of the date on this warranty statement), produce at least 80% of the minimum power output rating as specified on the BIPVco product datasheet.

in each case where the minimum power output rating is the rated power *less* the applicable tolerance, as specified in the BIPVCO User Manual (each of the warranties at clause 3.1.1 to [3.1.2][3.1.3] being an "**Output Warranty**").

3.2 In the event that an End User brings a claim against BIPVCO under an Output Warranty, the PV Product's power output shall be determined by BIPVCO and measured under standard test conditions using a method, measurement equipment, and laboratory acceptable to BIPVCO.

3.3 Each Output Warranty will only apply to the extent that:-

3.3.1 the PV Product is installed, used and maintained in accordance with BIPVCO's User Manual;

3.3.2 the PV Product is installed by a BIPVCO approved supplier or installer and is used for applications approved by BIPVCO;

3.3.3 the PV Product is registered as being installed on the Premises within 60 days of installation;

3.3.4 the PV Product is inspected and cleaned annually by BIPVCO or a BIPVCO approved contractor; and

3.3.5 the End-User has informed BIPVCO of a potential claim under an Output Warranty within the Output Warranty Period to which the Output Warranty relates and further provided that such claim is made within a reasonable period of discovery.

3.4 In the event that the End-User brings a successful claim under an Output Warranty, BIPVCO may (at its sole option) either:

3.4.1 arrange for the relevant equipment to be repaired or replaced; or

3.4.2 provide supplemental PV Products to meet the minimum power output; or

3.4.3 refund a prorated portion of the purchase price the End-User paid for the PV Product commensurate with the lost power, as reasonably determined by BIPVCO.

4 LIMITATION OF REMEDIES

4.1 These Warranty Statement terms set out the whole of BIPVCO's liability to the End User in respect a Warranty and any PV Product installed at an End User's Premises.

4.2 Under no circumstances whatsoever shall BIPVCO be liable to an End User, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the installation of the PV Product.

4.3 Except as provided for in this Warranty Statement BIPVCO do not give any representation, warranties or undertakings in relation to the PV Products (or any other products supplied by BIPVCO). Any representation, condition or warranty which might be implied or incorporated into this Warranty Statement by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular BIPVCO will not be responsible for ensuring that the BIPVCO products are suitable for an End User's purposes.

5. WARRANTY EXCLUSIONS

5.1 The Warranties do not apply to any damage, malfunctions, or failures of PV Products which, in BIPVCO's

reasonable opinion, have been subject to:

5.1.1 misuse, abuse, neglect, alteration, accident, vandalism, and excessive wear and tear;

5.1.2 improper or inadequate installation, application, maintenance or cleaning, or failure to otherwise use reasonable care in maintaining the PV Product;

5.1.3 negligence in use, storage, transportation or handling;

5.1.4 installations not in conformance with BIPVCO specifications, installation manuals, operation manuals, and maintenance instructions;

5.1.5 application to products, types of cladding, substrates or materials that have not been approved by BIPVCO;

5.1.6 damage or corrosion caused by substrates, roofing materials, or their properties, such as corrosion resistance, thermal expansion and contraction, and water sealing properties;

5.1.7 installation or repair by anyone other than BIPVCO or a BIPVCO approved technician;

5.1.8 power failure surges, lightning, fire, falling objects, flood, insect or animal damage, or other events or accidents outside BIPVCO's reasonable control;

5.1.9 damage due to water ponding on the PV Product surface or any evidence thereof;

5.1.10 damage or corrosion due to environmental pollution, such as soot, chemical vapors, acid rain or salt water;

5.1.11 damage or corrosion due to contact with aggressive chemicals.

5.2 The Warranties do not cover any transportation costs for return of PV Product or for reshipment of any repaired PV Product, costs associated with installation, removal or reinstallation of PV Product, or costs associated with any other system components or parts other than the PV Product.

5.3 The Warranties will only be valid if and to the extent that the End User wishing to claim under the Warranties is registered at BIPVCO as the owner of the Premises on which the PV Product is installed.

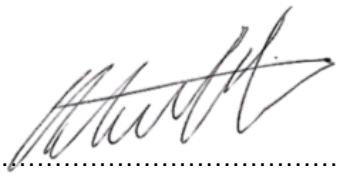
5.4 The Warranties do not apply to PV Products which, in BIPVCO's reasonable opinion, have altered, removed, or illegible PV Product serial number(s).

6 RETURN POLICY, CONTACT INFORMATION

An End User seeking to make a claim under a Warranty must immediately notify the party who sold the PV Product to it, or an authorised BIPVCO representative, or BIPVCO directly at www.bipvco.com. Warranty claims must be submitted to BIPVCO with a description of the claimed defect, the PV Product serial number, and evidence indicating the purchase date. BIPVCO will not accept the return of any PV Product unless it has given prior written authorisation in the form of a validly issued return material authorisation. In the event that a claimed defect is denied and PV Product has been shipped to BIPVCO for evaluation of the claimed defect, BIPVCO is not responsible for the packaging and transportation costs, if any, to return PV Product.

7 GOVERNING LAW AND JURISDICTION

This Warranty Statement shall be governed by English and Welsh law and the English and Welsh courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).



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Signed for and on behalf of BIPVCO