

## **Guarantee**

### **E-Activ's Façade and Skylight Systems**

#### **1. SUBJECT**

The present document sets out the terms and conditions of the commercial guarantee provided by E-Activ for its full range of energy generating façade and skylight systems. Except for the laminated and insulated photovoltaic glazing, all other system components are covered by the guarantee of the original manufacturer.

#### **2. PHOTOVOLTAIC GLAZING**

##### **A. Product Guarantee**

On the condition that the photovoltaic glass unit supplied by E-Activ is handled, stored, installed, connected, commissioned and operated in accordance with the Installation, Maintenance and Safety Manual (1) and specific installation guidelines/instructions (2), E-Activ hereby makes an undertaking to the original buyer (hereinafter referred to as the Buyer) that:

- Upon delivery, the laminated & insulated glass units will comply with the specifications agreed upon between the Buyer and E-Activ in the supply agreement; and
- the product will neither become significantly delaminated nor substantially change its colour for a period of 10 years following delivery to the Buyer, provided that bubbles of up to 15 mm along the edges, interlayer shrinkage of up to 5 mm from the edge, spot and slight variation in color of the solar are not considered as defects
- For specific projects of products with high level of complicity, the quality to be reached for such products shall always be agreed in written and recorded in the document "Rules of Acceptance" which represents one of the fixed appendices of each supply agreement.

##### **B. Performance guarantee.**

1. The electrical performances of each glass unit are verified according to STC conditions and recorded before shipment. E-Activ guarantees that the electrical power output of the laminated or insulated glass unit will be at least equal to:
  - 90% of the initial nominal power for a period of 10 years following the delivery to the buyer; and
  - 80% of the initial nominal power for a period of 25 years following the delivery to the buyer.
2. Given that the electrical performance depends on the conditions of use of the laminated or insulated photovoltaic glass, such as the climate conditions and exposure to the sun, i.e. conditions over which E-Activ has no control, it is expressly agreed that on no account will E-Activ guarantee a minimum level of electrical power generation nor of energy production.

<sup>(1)</sup> Installation, Maintenance and Safety Manual

### **3. SYSTEM COMPONENTS:**

#### **Inverters**

#### **DC & AC switch boards**

#### **Cables and connectors**

#### **Monitoring systems**

These components are covered by the guarantees of their original manufacturers, which are defined as follow:

#### **Inverters:**

**5 years guarantee with the possibility to extend up to 10 years at an additional cost**

#### **All other electrical components as DC & AC switch boards, monitoring systems, cables and connectors:**

**5 years guarantee**

### **4. INTEGRATION PROFILE SYSTEM**

In the event that E-Activ has carried out the installation of the photovoltaic glass units, in addition to the supply and the electrical installation, the integration profile system and the work are fully covered by the guarantee of the façade contractor.

### **5. PHOTOVOLTAIC SYSTEM**

**Active façade and skylight systems supplied, installed and commissioned by E-Activ are covered by a performance guarantee for a period not exceeding two (2) years from the date of commissioning.**

### **6. E-ACTIV'S SERVICE GUARANTEE**

Once the installation is carried out E-Activ will continue provide technical assistance to the Buyer. If a problem occurs on the system, E-Activ guarantees an intervention of an approved service provider within a reasonable delay.

The service provider will evaluate the situation and make a proposal for repair. If the service provider cannot himself solve the intervention, he will receive the assistance of E-Activ's collaborator.

- a. All discussions and proposals until repair are without commitment and will be put in writing with a separated mention for the costs of material, service and replacement.
- b. All the material and/or the services, which are always covered by the guarantees and thus not having to be paid, will be clearly mentioned.
- c. If parts were to be replaced, then E-Activ will suggest solutions available for these products, which will be appropriate as well as possible for getting the system back into service.

## **7. HOW TO OBTAIN THE GUARANTEE**

**7.1.** To make use of the Guarantee, the Buyer must satisfy the following four cumulative conditions, which are expressly accepted by the Buyer:

- after conducting thorough and detailed verification tests, notify E-Activ, via registered letter with acknowledgement of receipt, about (i) any non-compliance with the technical specifications, and (ii) any fault/defect (description of the defect and if possible the serial number of each defective product) within a period of 15 days following (i) the delivery date or (ii) the date on which the fault/defect is or should have been noted; it is the responsibility of the Buyer to provide evidence, by any means necessary, of the date when the defect was discovered;
- provide E-Activ the receipt confirming the purchase and delivery dates
- refrain from interfering (i.e. by dismounting, replacing, disassembling or removing the modules) with any photovoltaic glass unit that is reported to be non-compliant or faulty until you have received written instructions from E-Activ; and
- where applicable, comply with E-Activ's written guidelines and instructions.

**7.2.** Any failure to follow the procedure indicated in Article 7.1. shall automatically render the Guarantee null and void.

The Buyer shall no longer have the right to claim anything for the respective defect or fault where he does not adhere to the provisions of Article 7.1., regardless of the legal basis of his claim (including Article 1641 et seq. of the Civil Code).

**7.3.** Provided that the Guarantee applies, E-Activ, at its sole discretion, gives itself the right, according to its choice to:

- replace the non-compliant/faulty photovoltaic glass unit; or
- to carry out repair; or
- to refund a sum equal to the reasonable residual value of the defective product to the buyer

**7.4.** Under replacement of the non-compliant/faulty photovoltaic glass unit, one should understand new, remanufactured or repaired parts or components. In case the products to be replaced is no longer available, E-Activ reserves the right to replace the non-compliant/faulty photovoltaic glass unit with another type of photovoltaic glass unit disregards the color, electrical performances or aesthetic.

**7.5.** The replaced or repaired photovoltaic glass unit shall be covered for the remaining period of the initial Guarantee which covered the faulty photovoltaic glass unit.

## 8. EXCLUSION AND LIMITATION OF LIABILITIES

- 8.1. This Guarantee is limited to the replacement, repair, or reimbursement undertaking indicated in Article 7.3. above. Therefore, the Guarantee does not cover:
- normal product wear and tear
  - damage caused by improper use or any operation which does not comply with the instructions in the Installation and User Manual;
  - damage caused by negligence or inadequate maintenance
  - damage to photovoltaic glass unit or any other real estate or movables that was caused by a photovoltaic glass unit that had been modified, processed, repaired or serviced by the Buyer or any other party than a service provider approved by E-Activ;
  - damage caused by an accident or by any factor over which E-Activ had no control
  - damage caused by third-party components (e.g. electrical systems or devices, equipment,...) which were not supplied by E-Activ
  - damage caused by cutting, perforating or destroying the wiring between the photovoltaic glass units;
  - damage which are the result of defective wiring, installation or handling made by the Buyer, unauthorized staff or a third party and made no in conformity with the specifications of the photovoltaic glass units or in accordance with the installation, Maintenance and Safety Manual.
  - aesthetic damage
  - damage caused by force majeure (e.g. bad weather, an accident, a fire, the lightning, hailstorms, an earthquake, typhoons, hurricanes, volcanic eruptions, flooding, tsunamis, an explosion, civil disorders, emergency, smoke, pollution, a damage with salt, an acid rain, degradation of the system of support and any other circumstance which is reasonably not controllable by E-Activ)
  - the costs of (dis)assembly, installation/removal of the glass and all additional handling charges; direct and indirect damage, including loss of profit as a result of the underproduction of electrical power.
- 8.2. In any event, regardless of the basis of the Buyer's claim, E-Activ's liability shall not exceed the amount (excluding all tax) of the initial sale that gave rise to the Buyer's claim.
- 8.3. E-Activ is neither responsible for the structural analysis (static) nor for the other properties of glass (like the thickness, Heat Soak Test,...) because owing to the fact that these analysis or calculations depend on the geographic location of the building, local climatic conditions (wind and snow loads,...), integration profile system that has been deployed and the typology of the building.

## 9. LAW AND COURT

These terms and conditions of the commercial guarantee are governed by the law of jurisdiction of Antwerpen - Belgium.

## 10. OTHERS

- If a clause of these terms and conditions of the commercial guarantee is partially or completely invalid, the balance of the terms and conditions will remain intact. The ineffective clause will be replaced by a valid and equitable clause for the two parties and approaching as much as possible of the economic objective worthless clause.
- Sales of laminated and insulated photovoltaic glass units are subject to E-Activ's General Terms and Conditions of Sale. Where the General Terms and Conditions of Sale and the present guarantee contradict each other, the latter shall take precedence.

### Guarantee E-Activ's Façade and Skylight Systems

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