



# FIT VOLT GUARANTEE TERMS AND CONDITIONS

## § 1

### DEFINITIONS

1. The terms used in these guarantee conditions mean:
  - a) **BP2**, it should be understood as the guarantor, manufacturer of the roof panels with the embedded photovoltaic cell FIT VOLT, i.e. BP2 spółka z ograniczoną odpowiedzialnością with its registered seat in Kraków, ul. Nadwiślańska 11/139, 30-527 Krakow, entered into the National Court Register kept by the District Court for Kraków - Śródmieście in Kraków, XI Economic Division of the National Court Register under KRS [*National Court Register*] number: 0000369912, TIN: 6762431701, REGON [*statistical No.*]: 121387608,
  - b) **Customer**, is to be understood as any owner of the Modules,
  - c) **Module**, is to be understood as ground-mounted crystalline silicon photovoltaic modules manufactured BP2 with factory-fitted DC connectors and cables,
  - d) **Product guarantee**, is to be understood as the limited guarantee granted by BP2 to the Customer, covering the mechanical and electrical properties of the Modules, for the Product Guarantee Period indicated in these terms and conditions, with the proviso that this guarantee does not cover the other components of the FIT VOLT product, i.e. inverters or optimisers,
  - e) **Steel Part Guarantee**, is to be understood as the limited guarantee provided by BP2 to the Customer covering the steel parts of the Module for the Steel Part Guarantee Period indicated in these guarantee conditions,
  - f) **Final installation date**, is to be understood as two months from the date of sale of the product to the end customer,
  - g) **Peak Power Guarantee**, is to be understood as the limited guarantee provided by BP2 to the Customer for the Peak Power Guarantee Period indicated in these guarantee terms and

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KRS: 0000369912 SR dla Krakowa - Śródmieścia,  
Kapitał Zakładowy: 96 838 900,00 zł

Zakłady produkcyjne:  
Production plants:

Grojec, ul. Grojecka 39  
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conditions, covering the Module(s) so that under normal use, application, operation, installation and maintenance, the Module(s) will exhibit a Peak Power defined as a percentage of the Rated Power specified in the product data sheet of the relevant Module(s) at the end of the 25th year of operation, it being understood that any decrease in power below the given percentage will be directly attributable to manufacturing or material defects and not the result of faulty installation,

- h) **Guarantee**, is to be understood collectively as Product Guarantees, Steel Part Guarantees, Peak Power Guarantees,
- i) **Installer**, is to be understood as an entrepreneur within the meaning of Article 431 of the Civil Code, who, within the scope of his/her activity, is authorised to carry out the installation together with the sale of the Modules; the authorisations must be valid as of the date of signing the guarantee card - the authorisations should be understood as a valid qualification certificate authorising the operation of devices, installations and networks or a valid certificate confirming the qualifications for installing renewable energy sources (art. 136 and Art. 145 of the Act on Renewable Energy Sources) or a construction licence in the field of installation of networks, installations and electrical and electrical power engineering equipment to manage construction works, or the scope of business activity entered in the relevant register of entrepreneurs includes the performance of construction and roofing works,
- j) **Peak power** is to be understood as the power, expressed in wattpeak, produced by the Module at the point of maximum power under Standard Test Conditions (STC), carried out according to the assumptions:
- cell temperature of 25 degrees Celsius;
  - light spectrum of AM: 1.5;
  - irradiation: 1000 W/m<sup>2</sup>.

It is noted that measurements are carried out in accordance with IEC 61215.

- k) **Product Guarantee Period**, this is to be understood as:
- for the Modules, a period of 12 years, calculated from the date of installation of the Modules, as confirmed by the Installer, provided that the installation of the Modules takes place by



the Final Installation Date, otherwise the guarantee period starts after the Final Installation Date,

- for the optimiser, a period of 25 years starting from the date of purchase of the optimiser,
- for the inverter, a period of 12 years starting from the date of purchase of the inverter.

- l) **Guarantee period for the steel part**, this is to be understood as a period of 30 years from the date of manufacture of the Module,
- m) **Peak Power Guarantee Period**, to be understood as the period which commences on the commencement date of the guarantee period counting from the date of installation of the Modules, as confirmed by the Installer, amounting to respectively:
- 1 (one) year - in the event that the photovoltaic module's output power falls below 97.5 per cent of the minimum peak power under standard test conditions (STC), according to the product's technical data specification provided by BP2,
  - 25 (twenty-five) years - in the event that the photovoltaic module's output power falls below 80 per cent of the minimum peak power under standard test conditions (STC), in accordance with BP2's product data specifications;
- n) **SOLROOF CARE** is to be understood as a chargeable extended guarantee period and a package of technical support services,
- o) **Defect**, is to be understood as a physical defect, visible to the naked eye, which arose at the stage of manufacture of the Modules and which concerns the quality of materials or workmanship and is not the result of transport, storage, assembly, use, servicing and disassembly of the Modules,
- p) **Product/Fit Volt** - a sheet roof panel with integrated Module manufactured by the Guarantor or its subsidiaries.

## § 2

### EXERCISE OF GUARANTEE RIGHTS

1. A prerequisite for the granting of the Guarantee is the registration of the coverage on

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[www.warranty.solroof.eu](http://www.warranty.solroof.eu) by the Customer. The product must be registered for the guarantee system within a maximum period of 21 days from the date of installation of the goods, but no later than the Final Installation Date. The proof of guarantee is the Guarantee Card, which the Customer obtains as a PDF document after completing the registration in the online system. The Guarantee Card and the proof of purchase must be retained for the guarantee periods indicated in § 1.1(k-m). The absence of any of the aforementioned documents or their incorrect completion by the Customer will constitute grounds for BP2 to reject claims under this guarantee.

2. Any claims under the Guarantee must be made in writing by registered letter directly to BP2 within a maximum period of 14 days of becoming aware of the defect, or else the Guarantee shall be forfeited. The notification should contain a detailed description of the defect and the documents listed in § 2 section 3.
3. In order to proceed with the processing of a claim, it is in particular necessary to present the Guarantee Card together with the proof of purchase (i.e. invoice, receipt, etc.), a copy of the acceptance report for the installation of the Module(s) and the documents confirming the annual inspection and maintenance of the Module(s), in the form of a photocopy attached to the written claim.
4. The Buyer is obliged to ensure that BP2's designees have free and OSH compliant access to the Module(s) claimed.
5. A complaint will be dealt with within 30 days from the date of its notification, unless the Buyer is an individual carrying out a business activity, when it follows from the content of the order that it does not have a professional character for him/her. In this case, the complaint will be considered by BP2 within 14 days of receipt of the complaint. BP2 undertakes within this period to respond in writing or by e-mail correspondence to the contact e-mail address indicated by the Customer, with regard to the acceptance of the complaint, the manner it is handled as well as, in the event that the complaint is not accepted, to inform the Customer of the reasons for such a decision. BP2 stipulates that the necessity to carry out the necessary additional expert opinions may extend this period until they are drawn up, of which the Customer will be immediately informed in a manner agreed by the Parties.



6. It is solely at the discretion of BP2 to choose how to deal with the complaint. Complaints other than those mentioned in § 2, paragraph 5 are excluded to the extent permitted by law. The financial liability of BP2 cannot exceed the value of the goods according to the proof of purchase to which the complaint relates. At the same time, when accepting a complaint, BP2 reserves the right to amortise the Customer's complaint at the rate of two per cent of the value of the goods for each commenced year of the period (starting from the second year of the guarantee period) for which the guarantee has been granted. The above entitlements of BP2 do not apply to a situation where the Buyer is an individual or a sole trader, where it is evident from the content of the order that it is not of a professional nature for him/her. In such a case, the Buyer shall be entitled to the complaints indicated in Chapter 5a of the Consumer Rights Protection Act and in the provisions of the Civil Code.
7. It is stipulated that the replacement of the Module(s) may consist in the supply of a Module(s) other than the Module(s) complained of, provided that the Module(s) supplied are of a performance not inferior to the Module(s) complained of in terms of nominal power and dimensions, and in the event that BP2 has ceased to manufacture the Module(s) complained of, BP2 shall be entitled to supply another type of Module(s) (different in terms of size, colour, shape and/or power).
8. The guarantee does not extend to or cover in any way any economic loss (including loss of revenue) caused by the Module(s).
9. BP2's liability under the Product Guarantee and the Steel Parts Guarantee shall only extend to BP2's supply of defect-free goods to the Customer in an amount equal to the metric of the defective goods, or to the repair of the claimed steel part of the Product by repainting it, or to the provision to the Customer of an appropriate additional Module(s) to make up for the loss of Peak Power of the advertised Module(s) to a power at least equal to the relevant percentage of the nominal power of the advertised Module for the relevant Guarantee Period, or to refund the sale price for the defective goods with the simultaneous return of the defective goods by the Customer, unless the Buyer is a natural person or a natural person conducting a business activity, where it is evident from the content of the order that it is not of a business nature for him/her. In such a case, the Buyer shall be entitled to the claims indicated in Chapter 5a of the Consumer Rights Protection Act and in the

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provisions of the Civil Code. BP2's liability under the Peak Power Guarantee is defined in § 4.

10. BP2 stipulates that in the event of deletion, blurring or illegibility of the serial number of the Module, a guarantee claim shall not be accepted.

### § 3

#### EXCLUSION OF AUTHORIZATIONS

1. The guarantee is valid provided that:
  - a) installation of the covering has been carried out in accordance with the art of construction.
  - b) installation took place before the indicated final installation date.
  - c) for assembly, FASTENING BP2 screws and accessories made of HERCULIT® or UTK Ultimat® coated material were used
  - d) damaged area represents min. 5% of the total surface area of the sheet purchased.
  - e) recommendations of BP2 in the "FIT VOLT Safety and Installation Manual" have been complied with and the installation has taken place in accordance with the given manual under normal environmental conditions: the location of the building is up to 900 m above sea level and at a distance of more than 5 km from the sea (coastal strip), coastal water bodies and port areas.
  - f) damage is exclusively due to a quality defect in the goods and is not the result of normal use.
  - g) Customer is obliged to carry out a periodic inspection of the installation from which the modules are made in accordance with the provisions of building law, which consists of checking the technical condition of the electrical and lightning protection installation with regard to the condition of the connections, fixtures, protections and means of protection against electric shock, the insulation resistance of the cables and the earthing of the installation and apparatus. The customer is obliged to document the work carried out (e.g. by means of an invoice or receipt for the service provided, photographs).
  - h) to protect against lichen and when cleaning the roof, no agents containing copper ions have been used and the covering does not come into contact with copper or liquid from copper pipes.
  - i) sheets are not installed in areas exposed to corrosive agents, ash or other fragments of burnt substances, soot, cement dust, wet cement mortar, cement-based adhesives, materials that can



cause galvanic or contact corrosion, and do not come into contact with fresh, damp and treated wood or contaminants of animal origin.

2. The entitlements under these guarantee terms and conditions (both in terms of the Product Guarantee, the Steel Parts Guarantee and the Peak Power Guarantee) do not apply if the failure or lack of the intended function, characteristics or other specified feature of the Module, has arisen due to:

- a) fortuitous events, in particular natural disasters (e.g. fire, flood, hail), lightning, wind, surges in the distributor's network or in the network inside the Customer's property and damage caused by animals;
- b) transport, store, use or disassembly of the Module(s) contrary to the instructions, rules and intended use;
- c) incorrect or improper installation, use or maintenance of the Module(s) not in accordance with, among other things, the rules prescribed in the relevant manuals, including damage resulting from other components of the Customer's installation or other equipment owned by the Customer and in cases of use of the Module(s) with a malfunctioning safety device;
- d) damage, however unintentional, caused by the Customer or third parties, in particular during transport or installation;
- e) non-normative operation of the distribution network operator's AC network;
- f) change the location where the installation of the Module(s) carried out by the Installer originally took place;
- g) normal wear and tear or a fault or defect that does not adversely affect the operation of the Modules;
- h) repairs or any modification of the Module(s) by the Customer or anyone not duly authorised by BP2, failure to comply with BP2's requirements for the Module(s) or their power supply;
- i) failure to comply with applicable legislation.

3. BP2 shall not be liable to the Customer or any third party for any defect or delay in performance, direct or indirect, caused by factors beyond BP2's control, such as extreme weather conditions and other circumstances such as Force Majeure, fire, flood, epidemics, riots, strikes, restrictions,

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embargoes or unforeseen events or actions of a comparable nature.

4. BP2 is not liable when the system was installed and operated in areas subject to wind or snow loads in excess of the maximum permissible loads and in areas with no or minimal shade throughout the year. The maximum permissible load is specified as 2400 Pa. In addition, there should be no obstructions blocking light near the installation site.
5. BP2 is not responsible for Module(s) damaged during lightning strikes. It is recommended to protect PV systems to be installed in areas with a high probability of lightning strikes.
6. BP2 is not responsible for Module(s) installed in the vicinity of the equipment or in areas where flammable gases may be generated or collected.
7. BP2 is not responsible for Module(s) installed in areas where aggressive substances such as salt or salt water, or any other corrosive agent, could affect the safety and/or performance of the Module(s).
8. BP2 is not responsible for Module(s) that have been treated with an acid or alkaline cleaner.
9. The FIT VOLT safety and installation instructions form an integral part of the guarantee conditions.
10. Corrosion of no more than 10 mm over a section of 10% of the total edge is permitted on factory-cut edges.
11. The visual appearance of the Module(s) as well as any scratches, stains, mechanical wear, rust, discolouration, mould, deterioration, naturally occurring oxidation and other changes shall not constitute a Defect, provided that the change in appearance does not lead to a deterioration in the functionality of the Module(s). A claim in the event of damage to the Module(s) shall only arise to the extent that the Module(s) has not been affected by an external factor (e.g. incorrect installation, impact or dropping of the Module(s), etc.). In the event that, during the Product Guarantee Period or the Steel Parts Guarantee Period, the Customer demonstrates one of the above-mentioned defects significantly affecting the functionality of the Module(s), BP2 shall, at its sole discretion, either (a) repair the defective Module(s), (b) provide a replacement or (c) provide monetary compensation in an amount determined by BP2 (which does not include loss of revenue).
12. This Guarantee shall be governed by and construed in accordance with the laws of Poland. The granting of the Guarantee excludes the application of the provisions of Article 556 et seq. of the Civil Code concerning the non-conformity of the sold goods with the contract, unless the Buyer is a





natural person or a person running business activity, when it follows from the content of the order that it is not of professional character for him/her. In such a case, in the event of non-conformity of the sold goods with the contract, the Buyer shall have legal remedies by law on the part and at the expense of BP2, as indicated in Chapter 5a of the Consumer Rights Protection Act and in the provisions of the Civil Code, and the guarantee shall not affect these remedies.

13. BP2 shall not be liable for any direct or indirect loss or collateral damage resulting from the Defect to which the Guarantee applies. Claims by the Customer for damages other than those caused by the Defect in the goods themselves are excluded.

14. The product guarantee for optimisers and inverters also does not apply if:

- a) product has been damaged as a result of misuse, abuse, accident, omission or lack of maintenance of the product,
- b) product has been damaged as a result of modifications, alterations or additions not previously approved in writing by BP2,
- c) product has been damaged due to non-compliance with applicable safety regulations concerning the proper use of the product,
- d) installed or used without strict adherence, including but not limited to the failure to provide sufficient ventilation for the product, in accordance with the "FIT VOLT Safety and Installation Manual",
- e) product has been opened, modified or disassembled in any way without the prior written consent of BP2,
- f) product has been used in combination with equipment, articles or materials not permitted in the "FIT VOLT Safety and Installation Manual" or in violation of national laws and standards,
- g) product has been damaged by software, interfaces, parts, consumables or other products not supplied by BP2,
- h) product has been damaged as a result of inadequate site preparation or maintenance or incorrect installation,
- i) product has been damaged or rendered unserviceable as a result of overvoltage, lightning, fire, flood, pests, accident, actions of third parties,
- j) product has been damaged as a result of direct exposure to seawater or other events beyond BP2's



reasonable control or not resulting from normal operating conditions,

- k) product has been damaged during or in connection with dispatch or transport to or from the Customer, if the Customer is responsible for arranging the dispatch or transport,
- l) defect concerns aesthetic or superficial defects, dents, marks or scratches that do not affect the proper functioning,
- m) parts separate from the products, ancillary equipment and consumables, such as e.g. cables, cable clamps, fuses, wires and connectors, whether supplied by BP2 or others, are damaged.

15. The Peak Power Guarantee does not apply:

- a) If regular inspections (visual and electrical) and maintenance (cleaning, snow removal/cleaning, etc.) of the Module(s) are not carried out, particularly within the scope and/or the Peak Power Guarantee Period,
- b) If the Module(s) are not installed by Installers. Please refer to the FIT VOLT Installation and Safety Manual for installation and maintenance rules,
- c) If the assessment by BP2 shows damage to the Module(s) or Defect caused by any of the following:
  - Abuse, misuse, negligence or accident, in particular leaving the Module(s) outdoors before installation without protection, using the Module(s) for other purposes as intended (installation other than on the roof), damaging them with improper force (e.g. dragging them on the floor/ground, dropping them on the floor), etc.,
  - Alteration, incorrect installation or application,
  - Failure to follow the installation, use and maintenance instructions (see FIT VOLT Safety and Installation Manual),
  - Repairs or modifications not carried out by BP2 or a certified third party approved by BP2,
  - Power failure, high waves, lightning, flood, earthquake, fire, accidental damage or other events beyond BP2's control,
  - Installation and operation in areas where salt, hail, sand, dust, air pollution, chemically active fumes, acid rain, soot, etc. are excessive, especially in coastal locations, coastal areas with high air salinity, deserts, industrial and heavily polluted areas (where acid rain is common). Adequate measures must be taken to ensure the performance and safety of the Module(s) when they are



installed or operated in areas with heavy snow, extreme cold, strong winds or near coastal or desert areas where there is a susceptibility to salt spray, especially in areas prone to cyclones or hurricanes and areas with heavy snow cover. The guarantee covers panels operating within a limiting operating temperature range of  $-40^{\circ}\text{C}$  to  $85^{\circ}\text{C}$ .

## § 4

### PEAK POWER GUARANTEE

1. If the Module(s) is used under normal use, application, operation, installation and maintenance conditions, BP2 provides the following Peak Power Guarantee:

A. Peak power guarantee in 1 (first) year:

1) BP2 guarantees for a period of 1 (one) year from the date of installation a minimum peak output of the PV element of not less than 97.5%;

2) If the Module does not achieve the guaranteed peak power indicated above, BP2 undertakes to:

a) deliver defect-free Module(s) in a quantity corresponding to the size of the defective Module(s) or

b) repair the Module(s) working in accordance with the specifications, in either case to restore the output to the specified guaranteed level, or

c) provide monetary compensation in an amount determined solely by BP2 (which does not include loss of revenue).

B. Peak power guarantee within 25 (twenty-five) years:

1) BP2 guarantees, at the end of the 25th (twenty-fifth) year, the nominal capacity the DC component of the solar energy system, during which the maximum allowable capacity reduction is 20% (i.e. linear output guarantee).

2) BP2 guarantees the operation of the Module(s) as described above for a period of 25 (twenty-five) years calculated from the date of installation. If the minimum "peak power at STC" for the Module(s) falls below 80% of the certified output power rating, BP2 undertakes to:

(a) deliver defect-free Module(s) in a quantity corresponding to the size of the defective Module(s) or

(b) repair the Module(s) working in accordance with the specifications, in either case to restore the



output to the specified guaranteed level, or

(c) provide monetary compensation in an amount determined solely by BP2 (which does not include loss of revenue).

## § 5

### SOLROOF CARE

1. SOLROOF CARE is provided fee of charge.
2. The customer is entitled to purchase SOLROOF CARE when purchasing the module(s).
3. As part of SOLROOF CARE, the guarantee is extended:
  - a) for a period of 3 years for the Product Guarantee for the Module, calculated from the end of the Product Guarantee Period for the Module,
  - b) for a period of 5 years for the Product Guarantee for the optimiser, calculated from the end of the Product Guarantee Period for the optimiser,
  - c) for a period of 5 years for the Steel Parts Guarantee calculated from the date of expiry of the Steel Parts Guarantee Period,
4. As part of SOLROOF CARE, the Customer will be provided with a technical support package for the guarantee period as indicated in § 1 subclause 1 letters k-m and for the extended guarantee periods as indicated in § 5 subclause 3. BP2's first response time to the customer's request within the technical support package cannot exceed 24 hours. Details of the technical support package are defined in the document entitled "SOLROOF CARE Regulations".
5. SOLROOF CARE BP2 is obliged to provide the Guarantee under the same conditions as during the Guarantee Period.
6. At SOLROOF CARE, the customer has no rights other than those expressly set out in this document.

## § 6

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## PROTECTION OF PERSONAL DATA

In accordance with Article 13 of the General Data Protection Regulation of 27 April 2016. (Official Journal of the EU L 119 of 04.05.2016), BP2 sp. z o.o. informs that:

1. The administrator of the personal data provided by the Buyer is BP2 SP. Z O.O., UL. NADWIŚLAŃSKA 11/139, 30-527 KRAKÓW,
2. Buyer has the possibility to contact the Entrepreneur's Data Protection Officer - inspektor@bp2.pl or ul. Grojecka 39, 32-566 Alwernia,
3. Personal data provided by the Buyer will be processed for the purpose of fulfilling the contract - on the basis of Article 6(1)(b) of the General Data Protection Regulation of 27 April 2016,
4. The recipients of the personal data provided by the Buyer will only be entities involved in the complaints process or entities entitled to obtain personal data under the law,
5. The personal data provided by the Buyer will be stored based on the legitimate interest pursued by BP2,
6. The Buyer has the right to request BP2 to access, rectify, erase or restrict the processing of personal data,
7. The personal data provided by the Buyer will be kept until this legitimate interest exists.
8. The Buyer has the right to lodge a complaint with the supervisory authority,
9. The provision of personal data is voluntary; however, the refusal to provide data may result in the refusal to conclude a guarantee agreement or to process a complaint.

## § 7

### FINAL PROVISIONS

1. The guarantee is valid in the territory of the European Union, excluding countries bordering the

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Mediterranean basin under normal environmental conditions (atmospheric corrosivity C3 according to EN-ISO 12944-2:2018-02).

2. These Terms and Conditions of Guarantee do not constitute an insurance contract as referred to in Article 15 et seq. Act of 11 September 2015 on insurance and reinsurance activity and Article 805 et seq. of the Act of 23 April 1964 - Civil Code.
3. If any part of a provision or clause of these Terms and Conditions of Guarantee cannot apply to any person or circumstance or is unenforceable or inapplicable, it shall be deemed invalid and shall not affect the remainder of all other parts, provisions, clauses or applications of these Terms and Conditions of Guarantee.
4. In matters not regulated, the relevant provisions of Polish law, in particular of the Civil Code, shall apply.
5. Any changes to these Guarantee Terms and Conditions must be made in writing in order to be valid.

BP2 sp. z o. o.  
ul. Nadwiślańska 11/139  
30-527 Kraków

NIP: 6762431701, Regon: 121387608  
Nr rejestrowy BDO 00027817  
KRS: 0000369912 SR dla Krakowa - Śródmieście,  
Kapitał Zakładowy: 96 838 900,00 zł

Zakłady produkcyjne:  
Production plants:

Grojec, ul. Grojecka 39  
32-566 Alwernia k/Krakowa  
ul. Budowlanych 10  
41-303 Dąbrowa Górnicza

Bank Handlowy w Warszawie S.A.  
PL95 1030 1508 0000 0008 0325 4001 PLN  
PL76 1030 1508 0000 0008 0325 4052 EUR/SWIFT: CITIPLPX

PKO BANK POLSKI S.A.  
PL 59 1020 2313 0000 3402 0627 1235 PLN  
PL 76 1020 2313 0000 3902 0627 1557 EUR/SWIFT: BPKOPLPW