

General Warranty Terms and Conditions for MYLIGHT SYSTEMS photovoltaic modules delivered from 1 March 2021.

1. Scope

This Limited Warranty applies to MYLIGHT SYSTEMS photovoltaic modules (hereinafter the “PV Modules”) delivered after the 1 March 2021.

This Limited Warranty applies to products acquired by a physical person. These terms apply in addition to the legal warranty against latent defects provided for in Articles 1641 et seq. of the French Civil Code, and do not affect the rights resulting from these Articles.

This warranty cannot on any account be deemed to be product or civil liability insurance.

MYLIGHT SYSTEMS, registered on the register of companies of Lyon under registration number 800 773 483 grants all buyers of MYLIGHT SYSTEMS photovoltaic modules in the European Union and Switzerland, a product and production warranty in accordance with the following general terms and conditions.

Only customers who are named on the warranty certificate can lodge claims under this warranty, unless otherwise stated in the following general terms and conditions. Customers can declare their solar panels on the MYLIGHT SYSTEMS user software package.

2. Limited Warranty for products

Subject to the exclusions specified in Article 6 below and the terms specified in these warranties, MYLIGHT SYSTEMS guarantees that the photovoltaic solar modules do not comprise defective materials or manufacturing defects under normal conditions of application, installation, use and maintenance, for the period indicated in the table below. The Warranty enters into effect on the Start Date of the Warrantyⁱ (hereinafter the “Warranty Period”).

Limited Warranty for Products		
Range	Modules installed in Europe and Switzerland	Modules installed outside Europe and Switzerland
CRYSTAL	25 years	10 years
QUARTZ	30 years	20 years

MYLIGHT SYSTEMS, Zac des Gaulnes, 1609 Avenue Henri Schneider, 69330 Jonage, France
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3. Limited Warranty for Power

Subject to the exclusions specified in Article 6 below, MYLIGHT SYSTEMS guarantees each module in the QUARTZ and CRYSTAL ranges against any drop in the power delivered below the Minimum Power indicated in the specifications of the Modules (technical data sheet of each Module) under the conditions specified below. The warranty enters into effect on the Start Date¹ of the Warranty (hereinafter the "Warranty Period").

	Linear power limited warranty	
Range	Modules installed in Europe and Switzerland	Modules installed outside Europe and Switzerland
CRYSTAL	25 years Minimum of 97% of the Minimum Rated Power during the first year This will then decrease by a maximum of 0.5% per year for the remaining 24 years, so that at the end of the warranty period the power shall be at least 80% of the Minimum Rated Power (called the "guaranteed rated power").	
QUARTZ	30 years Minimum of 97% of the Minimum Rated Power during the first year It will then decrease by a maximum of 0.5% per year for the remaining 29 years, so that at the end of the warranty period the power shall be at least 82.5% of the Minimum Rated Power (called the "guaranteed rated power").	

4. Complaints procedure and Warranty Coverage

If a PV Module proves to be defective under this warranty and a loss of power not caused by an event described in Section 7, is identified by MYLIGHT SYSTEMS (at its discretion alone and in accordance with the law in force specified in Section 9), MYLIGHT SYSTEMS undertakes to repair or replace the faulty PV Modules (by new or reconditioned modules) or repay the price of the faulty PV Modules during the Warranty Period, according to the terms below.

Please notify MYLIGHT SYSTEMS (support@mylight-systems.com) if you consider that you have legitimate grounds for complaint that are covered by this contractual warranty. On receipt of a complaint, MYLIGHT SYSTEMS can request additional information relating to the complaint, which may include, but is not limited

to, the registration data of the applicable guarantee, proof of purchase and/or delivery and installation, the serial numbers and evidence of the complaint. All of the warranty obligations of MYLIGHT SYSTEMS specified below are expressly subject to the additional information being provided quickly and in full. No PV module can be returned without the prior written authorisation of MYLIGHT SYSTEMS.

For all valid complaints, MYLIGHT SYSTEMS will decide, at its discretion alone, to: (a) repair; (b) replace, or (c) refund the PV module under the conditions specified below. If MYLIGHT SYSTEMS decides to repair or replace the PV Modules concerned, MYLIGHT SYSTEMS will pay any reasonable transport costs: (i) return of the PV Modules from the place where they left the control of MYLIGHT SYSTEMS, and (ii) sending back of any repaired or replaced PV Modules to the place where the PV Modules were collected (iii) for PV Modules initially installed solely in Belgium, France, Germany, Italy, Spain, the Netherlands, the United Kingdom or Switzerland, MYLIGHT SYSTEMS will cover any reasonable and usual costs to collect and reinstall the PV Modules to be repaired or replaced, up to €250 for the first 5 PV Modules, then €50 per additional PV Module; however, the choice of supplier responsible for collection and reinstallation remains at the discretion of MYLIGHT SYSTEMS.

If MYLIGHT SYSTEMS decides to replace any PV Module, MYLIGHT SYSTEMS will replace the PV Module with a PV Module that is electrically and mechanically compatible (including a renovated or reconditioned PV Module) with a power that is approximately the same or higher. For any refunds, MYLIGHT SYSTEMS can repay an amount equal to the initial purchase price of the professional multiplied by the difference between the percentage of peak power guaranteed and the percentage of actual output power, or repay the original purchase price. This price must be calculated on the basis of 5% per year after the fifth year from the start of the warranty.

5. General terms and conditions of complaints

- a) Claims made under this warranty must be lodged during the Warranty period.
- b) The warranty for a repaired or replaced PV Module does not exceed the warranty period of the defective PV Module.
- c) In the event of use of PV Modules on a mobile platform (except for Trackers) of any kind whatsoever (such as a vehicle), this warranty will be limited to twelve (10) years.
- d) The PV Modules can only be used with a float mounting system with the written approval of MYLIGHT SYSTEMS.
- e) All replaced components or PV Modules will become the property of MYLIGHT SYSTEMS.

6. Exclusions and limitations

All material and non-material damage due to any causes or events external to the product delivered, other than those specified in these general warranty terms and conditions, are excluded.

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A non-exhaustive list of exclusions from warranty is provided below:

- a) If the PV Modules have been subject to (i) misuse, abuse, negligence or an accident; (ii) modification or inappropriate installation or inappropriate use or dismantling (including, but not limited to: any installation, use or disassembling by a third party other than MYLIGHT SYSTEMS, one of its authorised sellers or one of its technicians authorised in writing); (iii) in the event of repairs or modifications of PV Modules carried out by any third party other than a maintenance engineer authorised by MYLIGHT SYSTEMS; (iv) in the event of non-compliance with the instructions of MYLIGHT SYSTEMS for the putting into service, use and/or maintenance of the PV Modules; (v) in the event of non-compliance with national and local electrical codes; (vi) in the event of repairs or modifications of PV Modules carried out by any third party other than a maintenance engineer authorised by MYLIGHT SYSTEMS; (vii) in the event of a wind storm or snowstorm, power failure or overvoltage, lightning, flood or fire (viii) damage caused by a third party, a biological activity or by exposure to industrial chemicals; (ix) broken glass due to an external impact, accidental breakage or any other events outside the control of MYLIGHT SYSTEMS.
- b) In the event of aesthetic defects resulting from usual wear and tear of the materials comprising the PV Modules, or any other aesthetic variations that do not cause any loss of electrical power compared with the power guaranteed hereunder. Wear and tear can also include some discolouration of the frame, ageing of the non-reflecting glass or tarnishing of a cell or of all or part of the PV Module.
- c) In the event of installation of PV Modules in places that, in the sovereign opinion of MYLIGHT SYSTEMS, may expose them to direct contact with salt water.
- d) Warranty claims will be rejected if the type or serial number of the PV Module has been changed, removed or made illegible.
- e) The PV Modules have been moved from the place they were originally installed without the written agreement of MYLIGHT SYSTEMS.
- f) Damage or defects caused by event such as: natural disasters, vandalism

MYLIGHT SYSTEMS cannot be held liable to customers or third parties for non-performance or a delay in performance of the terms and conditions of the sale, including this warranty, due to force majeure events, wars, riots, fires, floods or any other grounds or circumstances beyond the reasonable control of MYLIGHT SYSTEMS.

7. Transfer agreement and transfer of warranty

This limited warranty is entirely assignable and transferable, provided that the warranty holder notifies MYLIGHT SYSTEMS at the email address indicated below, within 90 days of the assignment or transfer of the limited warranty.

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8. Contact

For all matters related to this warranty agreement and the rights resulting from it, please contact:

MYLIGHT SYSTEMS
Support client
1609 avenue Henri Schneider
69330 JONAGE, FRANCE
support@mylight-systems.com

9. Scope of the Warranty

SUBJECT TO THE WARRANTIES PROVIDED FOR BY THE LAW, THE CONTRACTUAL WARRANTIES PROVIDED FOR HEREUNDER REPLACE AND EXCLUDE ALL OTHER EXPRESS OR IMPLICIT WARRANTIES, INCLUDING IN PARTICULAR THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF MYLIGHT SYSTEMS, UNLESS MYLIGHT SYSTEMS HAS EXPRESSLY ACCEPTED THESE WARRANTIES, OBLIGATIONS OR LIABILITIES IN WRITING. SUBJECT TO THE MANDATORY PROVISIONS OF THE APPLICABLE LAWS, MYLIGHT SYSTEMS ACCEPTS NO LIABILITY IN THE EVENT OF DAMAGE CAUSED TO PERSONS OR PROPERTY OR FOR ANY OTHER LOSS OR DAMAGE, REGARDLESS OF THE CAUSE, LINKED TO THE PV MODULES OR RESULTING FROM THEM, INCLUDING IN PARTICULAR ANY DEFECTS IN THE PV MODULE OR IN ITS USE OR INSTALLATION. SUBJECT TO THE MANDATORY PROVISIONS OF THE APPLICABLE LAW, MYLIGHT SYSTEMS CANNOT ON ANY ACCOUNT BE HELD LIABLE FOR INCIDENTAL, INDIRECT OR SPECIFIC DAMAGES, REGARDLESS OF THE CAUSE. WITHOUT THIS LIST BEING EXHAUSTIVE, LOSS OF USE, LOSS OF PROFIT, LOSS OF PRODUCTION AND LOSS OF INCOME ARE THEREFORE EXPRESSLY EXCLUDED FROM THE WARRANTY. SUBJECT TO THE MANDATORY PROVISIONS OF THE APPLICABLE LAW, THE LIABILITY OF MYLIGHT SYSTEMS, IN THE FORM OF DAMAGES OR OTHERWISE, IS LIMITED TO THE PRICE PAID TO MYLIGHT SYSTEMS TO PURCHASE THE PRODUCT OR SERVICE SUPPLIED OR TO BE SUPPLIED, DEPENDING ON THE CASE, THAT RESULTED IN THE WARRANTY CLAIM.

NOTWITHSTANDING PARAGRAPH 1 OF THE PRESENT ARTICLE 6, IF THE BUYER OF THE PV MODULES IS A CONSUMER WITHIN THE MEANING OF FRENCH CONSUMER LAW, MYLIGHT SYSTEMS SHALL REMAIN BOUND BY THE LEGAL WARRANTY AGAINST NON-CONFORMITY OF THE GOODS WITH THE CONTRACT, IN ACCORDANCE WITH THE PROVISIONS OF ARTICLES L217-4, L217-5, L217-12 and L217-16 OF THE FRENCH CONSUMER CODE AND AGAINST REDHIBITORY DEFECTS UNDER THE CONDITIONS SPECIFIED IN ARTICLES 1641 A 1648 AND 2232 OF THE FRENCH CIVIL CODE.

The legal warranty of conformity is defined by the French Consumer Code and in particular by the provisions detailed below. The conditions for implementation of the MYLIGHT SYSTEMS Limited Warranty

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described in this agreement do not therefore apply to claims based on the legal warranties. The legal warranty of conformity is defined by the French Consumer Code and in particular by the following provisions.*

10. Applicable law and competent court³

This warranty is subject in all respects to French law. Any disputes resulting from this warranty shall be referred to the competent French courts.

ⁱ "The Start Date of the Warranty" is the first of the following dates: (i) date of login to the MYLIGHT SYSTEMS energy management software package, or (ii) 6 months after the delivery date of the PV Modules by MYLIGHT SYSTEMS. If the delivery date cannot be verified, the production date will be taken into account.

* L217-4 – French Consumer Code: "The seller shall deliver goods that comply with the contract and is liable for any non-conformity that exists at the time of delivery. It is also liable for any non-conformity resulting from the packaging, assembly instructions or installation, if it is responsible for installation under the contract, or if installation has been carried out under its responsibility."

L217-5 – French Consumer Code: "The goods comply with the contract if:

1° - they are fit for the use usually expected from similar goods, and, where appropriate:

- they meet the description provided by the seller and have the properties that the seller presented to the buyer in the form of a sample or model;

- they have the properties that a buyer may reasonably expect in view of the public declarations made by the seller, by the producer or by its representative, in particular in the advertisement or labelling;

2° Or if they have the characteristics defined by mutual agreement by the parties or are fit for any special use required by the buyer, notified to the seller and that the seller has accepted."

L217-12 – French Consumer Code: "Action on the grounds of non-conformity is barred two years after delivery of the goods".

L217-16 – French Consumer Code: "If the buyer asks the seller, during the commercial warranty period granted to it at the time of the purchase or repair of movable goods, for a repair covered by the warranty, any period when the goods are out of use lasting at least seven days shall be added to the outstanding warranty period. This period starts at when the buyer requests the intervention, or when the goods concerned are made available for repair, if this is later than the request for intervention."

1641 – French Civil Code: "The seller is bound by the warranty against latent defects in the goods sold, that make them unfit for their intended use, or that impair their use to such an extent that the buyer would not have acquired them or would only have paid a lower price, if he had known them."

1648 paragraph 1 – French Civil Code: "Action on the grounds of redhibitory defects must be brought by the buyer within two years of discovery of the defect."