

ENSTALL SOLUTIONS S.L.U. WARRANTY CONDITIONS

A. Warranty Scope

1. These warranty conditions (the "**Warranty Conditions**") apply to all sales of Products (as defined below) by Enstall Solutions S.L.U. ("**Enstall Solutions**") to any third party (the "**Purchaser**"). The Warranty Conditions form an integral part of and are governed by the terms of each agreement (including any confirmed purchase order and any commercial conditions) entered into between Enstall Solutions and the Purchaser for the sale of Products (each, a "**Sales Agreement**"). In the event of any conflict between the terms of a Sales Agreement and the terms of these Warranty Conditions, the former shall prevail.
2. These Warranty Conditions only apply to Sales Agreements concluded with Enstall Solutions directly. Customers of a distributor or reseller of Products must direct any claims under warranty exclusively to the distributor or reseller from whom they purchased the Products and not to Enstall Solutions.
3. Under the conditions set forth herein, Enstall Solutions warrants that the solar mounting products as provided by Enstall Solutions under the Sales Agreement shall, for a period of 25 (*twenty-five*) years from the date of delivery by Enstall Solutions or such longer period as is demonstrably required under mandatory provisions of applicable law the ("**Warranty Period**"), be free from material deficiencies in material and workmanship and conform to their functional and technical specifications as set forth in the product documentation provided by Enstall Solutions in relation to such Products (the "**Specifications**"). Notwithstanding the foregoing, the warranty period for anti-corrosion of the solar mounting products shall be limited to the periods outlined in Schedule I. Furthermore, the warranty period for S07.1 and S07.1H products shall be limited to 10 years, and only as further described under clause D. 16 below. Any warranty period under this clause A. 3. will automatically lapse if the Purchaser has not complied with the payment terms agreed in the invoice for the respective Products.

B. Warranty Procedure

4. Any demonstrable failure of a Product to meet the warranty set forth in clause 3 of these Warranty Conditions (a "**Defect**" or "**Defective Product**"), must be reported to Enstall Solutions in writing (including by email) by the Purchaser promptly upon becoming aware thereof, including all information reasonably known by the Purchaser in respect of the alleged Defect, including, as appropriate: (i) invoice of sale, (ii) date of installation, (iii) details of the Purchaser, (iv) general photographs showing the entire installation, and (v) detailed photographs showing the Defect.
5. The Purchaser shall provide Enstall Solutions without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by Enstall Solutions in respect of any (allegedly) Defective Products in order to enable Enstall Solutions to assess each claim under warranty. At Enstall Solutions's request the Purchaser shall furthermore, at Enstall Solutions's cost and in accordance with Enstall Solutions's instructions, send the allegedly Defective Products to Enstall Solutions or such third party service provider as is designated by Enstall Solutions for Enstall Solutions's assessment.
6. Enstall Solutions shall, or shall procure that its designated third party service provider shall, assess whether allegedly Defective Products under any warranty claim are indeed covered by the warranty provided under these Warranty Conditions and notify the Purchaser in writing of the outcome of this assessment. In the event that any such Product is validated as a Defective Product by Enstall Solutions or its designated third party service provider, Enstall Solutions shall determine the remedy to which the Purchaser is entitled in respect of the Defective Product in accordance with these Warranty Conditions. With regard to any Product that is not validated by Enstall Solutions as Defective Product: (i) Enstall Solutions shall (insofar as delivered to Enstall Solutions for assessment) deliver the Product back to the Purchaser at the Purchaser's cost, and (ii) the Purchaser shall promptly at Enstall Solutions's request reimburse Enstall Solutions for the

reasonable costs incurred by Enstall Solutions in performing the assessment of the warranty claim.

7. Any Defects that may apparently have resulted from the transport of Products must, where the transport was Enstall Solutions's responsibility, be reported to Enstall Solutions in writing (including by email) within 48 hours from delivery, and in such cases shall always be accompanied by photographs or video recordings of the alleged Defects. Enstall Solutions is only responsible for Defects arising from transportation if such transport was conducted by or on behalf of Enstall Solutions, and such transport was not the Purchaser's responsibility.
8. Any claim under warranty shall not entitle the Purchaser to suspend the performance of any of its obligations under the Sales Agreement.

C. Warranty Remedies

9. After Enstall Solutions has validated an alleged Defect as being a Defect covered by these Warranty Conditions, Enstall Solutions shall as soon as reasonably practicable, at its option and at its cost:
 - (a) repair the Defective Product;
 - (b) replace the Defective Product by a new, similar, Product, in which event the Purchaser shall return the Defective Product to Enstall Solutions at its cost; or
 - (c) if repair or replacement are not, in Enstall Solutions's opinion, reasonably possible, reimburse the amount paid for the Defective Product to the Purchaser, deducting only the pro-rata amount (calculated on a linear depreciation basis over the full Warranty Period) that reflects the time that the Purchaser was able to make use of the Product without any Defect, in which event the Purchaser shall return the Defective Product to Enstall Solutions at its cost.
10. Enstall Solutions and the Purchaser may also agree in writing that the Purchaser shall retain the Defective Product and Enstall Solutions shall reimburse part of the amount paid for such Product.
11. The Purchaser shall, at its cost, provide Enstall Solutions all reasonable cooperation (including access to facilities and premises) as is required to provide the remedies in respect of Defective Products under warranty.
12. With regard to a Product repaired or replaced under these Warranty Conditions, the original Warranty Period shall apply (i.e., running from the date the Product was initially delivered).
13. Except as otherwise set forth in the Sales Agreement or as required under mandatory provisions of applicable law, the remedies as set forth in these Warranty Conditions constitute Enstall Solutions's sole liability and the Purchaser's exclusive remedies in respect of any Defect. No cost associated with the return will be assumed by Enstall Solutions, including (but not limited to) costs associated with disassembly, compensation for loss of profits (*lucro cesante*) or any indirect costs or labor costs.

D. Warranty Exclusions

14. No warranty shall apply, and Enstall Solutions will have no liability under warranty in respect of a Defect:
 - (a) that was not notified to Enstall Solutions within the applicable Warranty Period in accordance with these Warranty Conditions;
 - (b) that does not adversely impact the functionality or the structural safety of the Product, including minor deficiencies (e.g. due to corrosion) such as scratches, stains, superficial surface corrosion, color fastness deviations, etc.;
 - (c) that arises as a result of the transportation of the Product other than any transportation for which Enstall Solutions is responsible;

- (d) that arises as a result of any third party products, components or materials used by the Purchaser in conjunction with the Product, which third party products or materials have not been provided for such use by or on behalf of Enstall Solutions or the use of which has not been expressly authorized by Enstall Solutions;
- (e) that arises from any use of the Product other than in accordance with the Specifications or any use other than the normal, intended use;
- (f) that arises from the faulty handling, storage, assembly, loading or installation of the Product, or any handling, storage, assembly, loading or installation not in accordance with the instructions given by Enstall Solutions;
- (g) that arises from mounting the Product on a building, roof or other construction that is unsuitable for the mounting of the Product;
- (h) that arises from any modifications, replacements (including of spare parts) or repairs in respect of the Product other than by or on behalf of Enstall Solutions or with Enstall Solutions's express written authorization;
- (i) that arises from circumstances of force majeure, including, without limitation, hail, lightning, storm, flood, explosions, fire, vandalism, extreme wind speeds or temperatures, other extreme weather conditions, or any other events of force majeure as may be set out in the Agreement or that may apply in accordance with applicable law;
- (j) that arises in the absence of proper professional maintenance, non-compliance with the applicable installation and/or assembly instructions, incompetent, injudicious or improper use, normal wear and tear and aging, poor assembly, or damage due to chemical, electrical, electrolytic, corrosive and/or environmental influences;
- (k) that arises when correct quantities or components have not been used as prescribed in assembly instructions and calculators, or when the building, roof, roof covering, or construction is not suitable for installing solar panels with the Products;
- (l) that arise from pollutants in aggressive environments that were not initially contemplated;
- (m) that arises from excessive or insufficient tightening torques;
- (n) that arises from installations in locations where wind or snow loads exceed those indicated in the Product's technical sheet; and/or
- (o) that arises from fire or exposure to temperatures above 110 °C.

15. For those installations for which the fixing of the surface is not included as part of the services and/or Products offered by Enstall Solutions, Enstall Solutions will not be responsible for insufficient or improperly installed anchoring or for any consequences thereof.

16. For S07.1 and 07.1H products, Enstall Solutions provides a warranty of (10) years in accordance with the terms and conditions of these Warranty Conditions. In particular, the warranty of the 2-sided adhesive tape of the S07.1 anchor covers the product supplied by Enstall Solutions and can be applied provided that the breakage is caused by the tearing off of the profile with respect to the adhesive tape, in the event that the breakage is caused by the tearing off of the adhesive tape from the roofing, it will be considered a faulty assembly on site.

E. Warrantor

17. The warrantor is Enstall Solutions S.L.U., whose registered office is at Camino de la Dula s / n 46687 in Albalat de la Ribera, Valencia, Spain.

18. Claims arising under these Warranty Conditions cannot be transferred to third parties without the prior written approval of Enstall Solutions.

19. These Warranty Conditions will be governed by the common laws of Spain, and any dispute, claim, or controversy relating to it that cannot be resolved amicably shall be exclusively referred for adjudication to the competent courts of the city of Valencia (Spain).

These Warranty Conditions apply to Products supplied by Enstall Solutions from 1 July 2025. Products supplied prior to this date will be governed by the Warranty Conditions in force on the respective date of supply by Sunfer Estructuras S.L.

Lastly amended: 1 July 2025

**SCHEDULE
ANTI-CORROSION WARRANTY PERIOD**

This schedule sets out the specific warranty periods regarding anti-corrosion of materials in Enstall Solutions products. The anti-corrosion periods specified below are subject to the general warranty conditions set out in the Warranty Conditions (in particular Clause D. 14.b).

Materials	NON-AGGRESSIVE environment. Distance to the coast (> 5 Km)	MARITIME or AGGRESSIVE environment. Distance to the coast (< 5 Km)
Raw Aluminum	15 years	5 years
Anodized Aluminum	25 years	25 years
Mixed Galvanized Steel+Raw Aluminium	15 years	5 years
Mixed Galvanized steel+anodized Aluminium	25 years	15 years

A non-exhaustive list of areas where an aggressive environment should be considered:

- (a) industries or areas with emissions of: (i) sulphur dioxide, (ii) nitrogen oxides, (iii) sulphuric acid, (iv) sulphur compounds, (v) chlorine or (vi) other gaseous pollutants (in each case, safety distance of 5 km);
- (b) electricity generation plants using fuels such as coal, gas, or fuel oil (safety distance of 5 km);
- (c) petrochemical plants (safety distance of 5 km);
- (d) pulp and paper mills (safety distance of 5 km); and/or
- (e) wastewater treatment Plants (safety distance of 0.5 km).

In these areas, anodized aluminum is necessary, provided the safety distance indicated above is not exceeded.