

ANNEX 25 - MODULE QUALITY ASSURANCE PLAN REQUIREMENTS

SECTION 1: GENERAL PROVISIONS

The Seller guarantees that the solar photovoltaic modules supplied will comply with the geometric and dimensional specifications as per the drawings in their respective datasheets.

The modules and all subcomponents of the modules shall comply with the following standards and regulations:

- IEC61215;
- IEC61730;
- IEC62804:2015 (regarding PID resistance);
- IEC61701 (Salt Mist corrosion resistance);
- IEC62716 (Ammonia corrosion resistance);
- IEC 60068-2-68:1996 (Sand Blowing test);

All the modules' subcomponents shall comply and have been certified with the relevant IEC standards available at the time of Contract signature and have valid IEC certifications.

The modules shall be at least PID resistant according with IEC62804:2015 test procedure at 85°C, 85% relative humidity and 96h of testing time. To achieve this attribute, the materials and components shall be of a high quality level.

The following documents shall be provided prior to each shipment:

- Flash reports of the shipment;
- Traceability information;
- PVSyst file block for applicable modules (*.pan).

1. INSPECTION, CORRECTION OF DEFECTS, QUALITY PLAN:

1. Seller shall perform such detailed inspection of Work prior to shipping to ensure that such Work is proceeding in accordance with this Contract and to protect Buyer against Defects in the Work. Seller shall be responsible for providing documentation (as detailed in Section 5) and access to production facilities (as detailed in Section 5) so as to ensure quality of production processes and product quality. Seller shall arrange for access to the manufacturer's facilities for Buyer and/or their Third-Party Testing Agency to permit any such inspection to be conducted without unreasonable delay.
2. With respect to any inspection that Buyer chooses not to attend or provide third-party oversight, Seller agrees to: keep Buyer informed in all material respects of the progress and quality of all Work; advise Buyer of any Defects revealed through such inspections and of the measures proposed by Seller to remedy such Defect in order to avoid any delay in the completion of the Work; and upon request, provide Buyer or their Third-Party Testing Agency with a reasonable opportunity to review Seller's records with respect to such inspections.
3. Buyer shall have the right to have a Buyer's Third-Party Testing Agency employee at the shops, factories or places of business of Seller at working times during the performance of the Work provided Buyer gives reasonable notice (as defined in this Section) to Seller and subject to Seller's standard safety and confidentiality protocols for plant inspection. Seller shall adhere to all specifications as outlined in this Section during the production process.
4. Seller shall, at its sole cost and expense, promptly correct or replace any part of the Work that contains a Defect or is not otherwise in compliance with the requirements of this Contract, as defined in the Seller's Limited Warranty documents.
5. No inspection made, acceptance of Work, payment of money or approval given by Buyer shall relieve Seller of its obligations for the proper performance of the Work in accordance with the terms and protocol(s) hereof.

6. In case it was proven by Buyer and/or Buyer's Third-Party Testing Agency that the Seller's Product does not pass the acceptance/rejection criteria as per the terms defined in this contract and in accordance with the relevant standards and regulations (refer to Section 1.7), Seller shall take all necessary actions to promptly remedy the relevant defects in accordance with Section 1.4 above. The Seller shall then, at its sole cost and expense, contract with the Buyer's Third-Party Testing Agency, or with an equivalent and reputable third-party testing agency, in order to re-test Product as per the requirement of this Contract and until acceptance criteria are fulfilled in accordance with the relevant standards and regulations.

SECTION 2: TECHNICAL REQUIREMENTS

1. VISUAL DEFECTS AFTER MANUFACTURING

As per Section 5 and Annex 1.

2. ELECTROLUMINESCENCE (EL) DEFECTS AFTER MANUFACTURING

As per Section 5 and Annex 1.

3. SAMPLING PROCEDURES FOR OTHER TESTS OR TESTING AFTER HANDING TO BUYER

In case of litigation during warranty period and once the ownership of the modules has been transferred to the Buyer, and in case of lack of definition in the Contract, the terms and conditions outlined in Annex 2 shall be in effect.

4. MANUFACTURING LOCATIONS AND SUBCONTRACTING OF WORKS

1. The subcontracting of the manufacturing works to third part factories is prohibited without written consent by the Buyer. The Seller shall inform the Buyer and Third-Party Testing Agency at least 5 days in advance.
2. The factories in which the manufacturing works will take place will be those approved per IEC61215, IEC61730 and remaining certificates annexed in Section 5.

5. BILL OF MATERIALS

1. In case a Bill of Materials (BOM) for modules assembly is present and is a mandated prerequisite for project compliance, the Seller has the right to use only the approved materials in the BOM for each sub part of the assembled module. It is not allowed for the Seller to change the materials defined in the BOM or to use any other material than the ones described in the BOM without consent from the Buyer. Such a BOM, if existing, shall be shared with the Seller ahead of Contract signing.
2. All Bill of Materials (BOM) for module assembly shall comply with IEC and other relevant standards.
3. All the materials used in the manufacturing of the supplied modules will appear in the CDF (Constructional Data Form) of the IEC61215, IEC61730 and other certifications according Section 5, for the supplied module make, model and type.
4. The Seller assures that all the materials in the Bill of Materials above had been tested, the combined materials for each individual module supplied shall have been certified together and be part of a compatible combination according the CDF and are part of a certificated assembly (module) as a whole which contains the materials in the BOM.

6. OTHER TECHNICAL CONDITIONS

1. The Seller shall supply modules with labels containing serial number and bar codes to allow faster sorting and localization of the modules. Also the Seller will supply modules with bar codes showing the serial number inside the laminate visible from the front of the module.
2. The Seller will sort the shipped modules in three categories according the MPP current. Each box of modules will contain only one MPP current category, therefore all the modules in each box will be of the same category, except for the last one or two boxes of the contract order. Each box will be marked externally, with a clearly visible label indicating what category the modules inside fall in. The modules will be classified by current in three different current families.
3. The Seller will submit a flash list of all the modules supplied in advance to the shipment. This will be delivered in digital format (Excel) to the Buyer.
4. The Seller will submit third-part testing reports describing the applicable induced degradations that the modules will be subject to post-installation, i.e. Light-Induced Degradation (LID), Potential Induced Degradation (PID), light- and elevated temperature-induced degradation (LeTID).

5. The Seller will submit a document explaining the serial number coding to trace each module in each manufacturing batch, in addition to the production line and its corresponding date of production.
6. The Seller will supply to the Buyer installation and handling indications, instructions and procedures of the photovoltaic panels, including fixation torque tightness. The clamps to be used, clamping scheme and clamping procedure will be approved by the Seller.
7. The Seller guarantees that the photovoltaic modules supplied will perform without abnormal power loss above that stipulated in the warranties Section, according to the Power Warranty in the Seller's Limited Warranty Document. The Seller also guarantees that the photovoltaic modules supplied will not present visual defects that materially impede the power generation functioning of the photovoltaic modules, according to Product Warranty in the Seller's Limited Warranty Document, under conditions of high irradiance levels and high UV irradiation levels at the installation site.
8. Power under STC conditions will not show a degradation more than 2.5% from their nominal value for the first 12 months from the warranty start date, and less than 0.7% for the 2nd year and successive years until the year 25.
9. The Seller will actively support the Buyer or the Owner in further due diligence processes and/or financial closings in the future regarding the supplied modules. The Seller will support the Buyer in this process with technical advisory and related documentation of the Seller's company, manufacturing plants, processes, procedures, certifications, etc.
10. MPP power output can be verified by the Buyer at any time during the warranty period to verify the compliance of the degradation values year to year according the warranty conditions. The Seller accepts that the power related breaches of the warranty conditions can be verified by the Buyer on site in order to prove the warranty breach. Then, once proved, the selected modules according to sampling procedure above, will be sent to a renowned laboratory (i.e.: Third-Party Testing Agency) where they will be tested. The laboratory and the independent engineer will be of worldwide reputation, and will be elected by mutual agreement between both parts.
11. The coefficients of variation of electrical parameters with the temperature (α , β , γ) measured in the laboratory as per Section 3, will be used in order to transpose the on-site measured curves to STC. The coefficients measured in the laboratory will not have any impact in the acceptance or rejection of the batches of modules during factory inspections as stated in Section 3, but will be used in future on-site I-V curve characterization and transposition.

SECTION 3: CONTRACT WARRANTIES

1. WARRANTY PERIODS

The Warranty Period begins on the date of installation of the Product(s) or ninety (90) days after the delivery (Incoterms 2010) of the Product(s) to the Buyer, whichever date is earlier, and will include a 12-year warranty period for the materials and workmanship.

The Seller is obliged to repair or refund or replace (brand new) those parts or components of the plant that may fail during the Warranty Period due to defects that may arise during normal operation or by hidden flaws.

2. WARRANTY OF MATERIAL QUALITY

All materials and components used in the manufacture will be new, of the required quality and in accordance with the technical specifications.

3. WARRANTIES OF REPLACED MODULES OR PARTS DURING WARRANTY PERIOD

Replaced modules shall continue to retain the remaining warranty of the original module.

All materials and components that must be replaced by the Seller shall be new, of the required quality and in accordance with the technical specifications of the Contract. The Seller can, upon agreement with the Buyer, provide similar Products in replacement of the defective Products if the defective Products are discontinued or otherwise unavailable.

During the Warranty Period, the Seller will be required to replace materials and equipment not compliant with Contract technical specifications and annexes or that are inappropriate or of poor quality and to adjust, repair or replace equipment or items that present any defects in design, materials, manufacturing, operation or performance that materially impede the power generation functioning of the Products.

4. PEAK POWER OF MODULES

The Seller guarantees that the MPP power output at STC conditions will be in the range of power tolerance indicated by the Seller according with the modules' respective datasheets. The STC MPP power tolerance for all the modules will be +0% and above, and therefore all the modules must be above the minimum nominal power minus the degradation guaranteed at the year of testing (testing measurement uncertainty to be taken into account).

The Buyer has the right to test the MPP STC power output of the modules delivered by the Seller at the lab or at field by prestigious institutions i.e. Third-Party Testing Agency (the selection of this Third-Party Agency shall be agreed between the parties). The results reported by these entities will be binding on both parties.

The degradation of the MPP power of the modules guaranteed by the Seller will be less than 8.8% of the nominal power at 10 years, and less than 19.3% at 25 years. The aforementioned values correspond to less than 2.5% initial degradation (1st year LID) and less than 0.7% for the 2nd and successive years until the year 25th. The power output reduction will be linear, and according to the power value at STC of the modules according to the flash list of itself.

If required prior to Contract signing, both the Seller and the Buyer with the intermediation of a Third-Party Testing Agency, shall establish the technical methodology to verify the power output of the modules including the reasons for replacement, repair and exclusions, as well as the procedure for warranty claims if there are any.

5. WARRANTY ASSIGNMENT TO A THIRD PARTY

The Seller expressly recognizes that a third party may be beneficiary of any such warranties granted by the Seller itself under this Contract and hereby irrevocably authorizes the Buyer to freely assign any such warranties to a third party to which the modules can be sold as the modules itself or as a part of an energy project or a completed and operating PV plant. This Limited Warranty is transferrable to a party taking legal title to the module, provided that the module remains installed in its original installation location.

SECTION 4: PRE-SHIPMENT CONTROL AND TESTING

The Buyer will contract a Third-Party Testing Agency to execute the following services in the Sellers' workshops, which will require the active collaboration of the Seller's personnel:

1. Pre-production Factory Inspection / PV Module Due Diligence;
2. During Production Inspection / Pre-Shipment Inspection;
3. Loading inspection.

REQUESTED QA SELLER DOCUMENTATION:

1. Seller heretofore agrees to provide Buyer and their Third-Party Testing Agency certain documentation upon request with reasonable notice, defined as ten (10) business days, so as to more properly monitor Seller production process and product quality.
2. Such documentation will include but is not limited to the following:
 - i. Seller agrees to provide the Buyer's Third-Party Testing Agency with any and all In-house quality control documents upon request (any document that cannot be shared due to confidentiality concerns shall be made available for visual inspection on-site). Such documents must include all internal quality control ("IQC"), all in-line production quality control ("IPQC"), outgoing quality control ("OQC"), and final quality control ("FQC") reports, and daily IPQC records including factory temperature and humidity conditions, as determined by standard industry practice (documents to be provided as per their applicability).
 - ii. Seller agrees to, prior to the initiation of any production activity, provide Buyer and their Third-Party Testing Agency with Seller IQC standards. Such standards to include but are not limited to Acceptance Quality Limit ("AQL"), and test result (EL, IV) requirements. Seller agrees that any additional IQC standards requested by either Buyer or their Third-Party Testing Agency throughout the length of this Contract will be provided within ten (10) business days of such request.
 - iii. Seller agrees to provide all certification documents awarded to Buyer by certifying bodies in international markets including: USA, Europe, and others project located areas. Such certifications could include but are not limited to: ISO9001, ISO14001, IEC 61215, IEC 61730, or UL 1703 or UL61730, among any applicable other certifications.
 - iv. Seller agrees to provide all production equipment information as is related to standard and non-standard production processes within both manufacturer-owned and third-party/partner factories utilized for completion of Contract activities, during the factory audits performed by the Buyer and/or Buyer Third-Party Testing Agency. Seller shall, with due haste, supply the manufacturer, calibration specifications, model number, and date purchased/installed for all equipment as organized and delineated by factory or workshop line.
 - v. Seller to timely supply Buyer and their Third-Party Testing Agency with daily, weekly, and monthly production planning spreadsheets, such that spreadsheet to include proof that production materials listed are fully available for Buyer Contracted product, finished production records, and daily shipment spreadsheets detailing time of departure from factory and expected arrival time at warehouse/site.
 - vi. All Bill of Materials (BOM) for module assembly shall comply with IEC and other relevant standards.
 - vii. In case a Bill of Materials (BOM) for modules assembly is present and is a mandated prerequisite for project compliance, the Seller has the right to use only the approved materials in the BOM for each sub part of the assembled module. It is not allowed for the Seller to change the materials defined in the BOM or to use any other material than the ones described in the BOM without consent from the Buyer. Such a BOM, if existing, shall be shared with the Seller ahead of contract signing.
3. Seller to cooperate with Buyer regarding any Environment, Health, and Safety ("EHS") as well as Human Resource ("HR") request prior to, during, and for two (2) weeks following the period of production. Specific document requests may include but are not limited to: worker safety SOP, prior safety and accident records, training of new employees, and evaluation of employee performance.
4. The Buyer's Third-Party Testing Agency personnel shall not be inhibited in any manner such that the Buyer's Third-Party Testing Agency will have full access to and permission to speak with Seller personnel in order to gauge proper training and production quality standards. The Buyer's Third-Party Testing Agency shall not

place undue importance on such interviews such that it will inhibit or delay Seller in production processes.

THIRD PARTY QA PROVIDER SITE ACCESS:

1. Seller heretofore agrees to provide Buyer and their Third-Party Testing Agency with full and unfettered cooperation throughout the period of production and continuing throughout the length of this Contract, without regard to timing of production, vacations, manpower, or other external factor (excluding force majeure) to production, so as to more properly monitor Seller production process and product quality.
2. Such efforts to entail full access to and cooperation with the following prior to, during, and after the production process:
 - i. Seller shall perform production activities with the understanding that the Buyer's Third-Party Testing Agency shall have unfettered and full access to Seller's entire production line during the production process. The Buyer's Third-Party Testing Agency shall perform third-party quality control inspections under such conditions and shall respect any privacy and intellectual property required by Seller in its business operations or production standards performing work for additional clients or operations.
 - ii. Seller agrees to allow access to all rooms or workshops in which materials to be used in the production process are handled, sorted, tested, or manufactured by Seller or third-party personnel prior to or during production.
 - iii. Seller agrees to provide Buyer and their Third-Party Testing Agency with access to any and all rooms, workshops, and production lines involved within the production process under this Contract during factory day shifts throughout the length of this Contract. The Buyer's Third-Party Testing Agency agrees that such uninhibited access shall cease following the sooner of either the completion of production for this Contract or the termination of this Contract.
3. Seller shall not prohibit the Buyer's Third-Party Testing Agency from the taking of or collection of photographs and/or notes during quality control inspection process with the understanding that such recorded evidence will be the sole intellectual property of the Buyer's Third-Party Testing Agency. Such collected photographs shall be taken under the supervision of and with assistance from a Seller's personnel. The Buyer's Third-Party Testing Agency shall collect evidence under such conditions and with full respect to any privacy and intellectual property concerns of Seller in its business operations or production technology.
4. The Buyer's Third-Party Testing Agency shall be allowed to randomly select a quantity of produced modules and perform verification tests in line (Visual inspection, EL and Power verification) using the factory equipment as per the scope of the inspection. These tests shall not interfere with the normal operation of the production lines.

1. PRE-PRODUCTION FACTORY INSPECTION / PV MODULE DUE DILIGENCE

Before production starts, Third-Party Testing Agency will carry out a pre-production factory inspection. The aim is to detect possible issues in the manufacturing and quality assurance process, which could influence the quality of the modules negatively.

The inspection will consist of checking and evaluating the following processes and procedures:

- Check IEC 61215/61730 certificates;
- Check technical agreements between Client and manufacturer;
- Incoming inspections and preparation of materials – warehouse;
- Production process assessment, including Sorting and test of cells; Solar cell tabbing and connection to strings; Interconnection of strings; Compilation of material layers (module sandwich); Lamination process; Framing; Curing; Electrical Connection;
- Electrical safety tests;
- Control of output power;
- Evaluation of equipment and procedures for quality control tests (such as EL, Hi-pot test and others);
- Quality assurance/control (storage and handling of materials, production areas, staff training, claim handling);
- Handling of test and calibration equipment;
- Documentation of process data;
- Directing of faulty products;
- Conditioning of the finished product.

The Seller will grant Third-Party Testing Agency access to all technical and quality relevant (being able to exclude confidential data from the agreement) documents before start of the inspection (list of required documentation will be provided some days before the pre-production factory inspection takes place). Further, it is assumed that the Seller will provide Third-Party Testing Agency staff access to all production, warehouses and test facilities.

For this activity, Third-Party Testing Agency will conduct the inspections for each manufacturing place. The Seller accepts these inspections and the scope. These inspections should not interfere with normal production on the production line.

The Seller will provide a safe work environment when for the Third-Party Testing Agency inspector in order to perform the related tasks in the Seller's factories. The Seller will comply with the Third-Party Testing Agency Health and Safety internal standards and general H&S standards of application in China.

2. DURING PRODUCTION INSPECTION / PRE-SHIPMENT INSPECTION

During Production Inspection / Pre-Shipment Inspections will be performed after start of production of the supplied PV modules, according to Section 5 of this document and Annex 1.

During the inspections, Third-Party Testing Agency will follow up on the findings of the Pre-Production Factory Inspections and verify how compulsive actions have been implemented and if/how recommendations were followed.

During the inspection Third-Party Testing Agency will focus especially on the following topics:

- Verification of production in agreed manufacturing lines
- Use of material in accordance to agreed Bill-of-Material (BOM)
- Quality Assurance during the manufacturing process
- Verification (spot-check basis) of Electroluminescence (EL) Tests
- Verification of flasher and power determination test on a spot-check basis
- Verification that PV modules are in accordance with Client's requirements
- Verification of packaging and fit for shipping

During the Pre-Shipment Inspections Third-Party Testing Agency will select a number of modules to be tested in accordance with the sampling and inspection criteria provided in Section 5.

For each shipping batch, a surveillance inspection will be conducted and the samples for testing will be randomly chosen. Please note that the inspector will need to take the samples randomly so it is very important that the planning is done in a way where the inspector may be present at the beginning of the production. The Seller accepts these inspections and the scope.

3. LOADING INSPECTION

Loading inspections will be performed when loading the PV Module pallets into containers aiming to check the appropriate fit of the cargo in the container. It will focus on the following topics:

- Correct condition of the containers (no foreign objects, debris, water, infiltrations);
- Correct number of modules / cartons in each container;
- Correct module types according to the order loaded;
- Ensure that empty spaces are filled to avoid damage, if necessary;
- Checking of container number, serial numbers, packing list;
- Other special Buyer's requirements to be agreed.

The Seller agrees to supply the Buyer with their loading inspection checklists upon completion of said inspection and prior to modules shipping.

4. ADDITIONAL CONDITIONS

Third-Party Testing Agency's Project Manager (China) will be the main contact person for the Seller's Project Manager in regards of project handling.

The Seller shall support the Buyer and Third-Party Testing Agency in the following topics:

- Nomination of one liaison person to Third-Party Testing Agency for consultation and coordination;
- Provision of project documents as required for the execution of the Services;
- Fast processing and decision taking by the Seller for points raised by Third-Party Testing Agency, which exclusively lie in the responsibility of the Seller.

The Seller agrees that they will actively support the progress of the project by their cooperation and readiness to provide help as needed.

For efficient processing in the Third-Party Testing Agency logistics center, the Seller shall have to declare the modules with a delivery note giving details about:

- Client identity (not manufacturer): address, contact person, phone, email address;
- Manufacturer information: address, contact person, phone, email address;
- Third-Party Testing Agency Quotation No.;
- Module types and serial numbers of test samples;
- Return address: address and contact person with telephone number.

The Seller will provide the PV modules for the tests free of charge.

The project schedule will be agreed between the Buyer, the Seller and Third-Party Testing Agency before the Contract signature.

SECTION 5: OTHER RELEVANT TECHNICAL DOCUMENTS

1. CERTIFICATES AND STATEMENT LETTERS

- Valid IEC 61730 and 61730-2 certificate for the module model and type supplied.
- Valid IEC 61215 certificate for the module model and type supplied.
- Valid IEC 62804-1:2015 certificate for the module model and type supplied.
- Valid IEC61701 (Salt Mist corrosion resistance) certificate for the module model and type supplied.
- Valid IEC62716 (Ammonia corrosion resistance) certificate for the module model and type supplied.

2. VALID DIN-EN60068-2-68 (SAND BLOWING TEST) CERTIFICATE FOR THE MODULE MODEL AND TYPE SUPPLIED. INSPECTION CRITERIA

SAMPLING PROCEDURE (ISO2859-1:1999 + AMD2011)	
<i>Level of Inspection</i>	I
<i>Lot Allocation</i>	1 LOT in total
<i>Sampling Rule</i>	As per ISO2858, samples randomly selected by Third-Party Testing Agency.
<i>Type of Inspection</i>	Normal
<i>Acceptable Quality Limit (AQL) for critical defects</i>	0.25
<i>Acceptable Quality Limit (AQL) for major defects</i>	2.5
<i>Acceptable Quality Limit (AQL) for minor defects</i>	4.0

The inspection standards used by the Third-Party Testing Agency before shipment shall match the ones used and provided by the Seller in their in-house module testing (Annex 1). Seller shall provide the Third-Party Testing Agency with the relevant testing and inspection documentation for reference.

3. TECHNICAL RELEVANT DOCUMENTATION

- Technical datasheet (TBD)
- Installation manual (TBD)
- Sorting procedure (TBD)
- Bill of Materials (BOM) for the supplied modules (TBD): as per agreement with Buyer prior to Contract signing.

ANNEX 1: PRE-SHIPMENT INSPECTION (PSI) TECHNICAL REQUIREMENTS FOR QUALITY

The PSI shall be conducted at the Seller's facility.

1. VISUAL INSPECTION

Purpose: This inspection allows to control the conditions of the modules after manufacturing, and detect any critical or major visual defects that affect or might affect their reliability, durability and/or performance.

Test Procedure: The modules would be visually inspected according to the procedure set in the IEC 61215.

Acceptance Criteria: Defect definition and acceptance criteria matching those of the supplier.

2. ELECTROLUMINESCENCE INSPECTION

Purpose: The Electroluminescence inspection allow to detect cracks, microcracks, soldering defects or other problems in the photovoltaic modules, which are impossible to detect with a naked eye. The test is non-destructive.

Test Procedure: The modules are going to be inspected by a special EL camera, while connected to a power supply.

Acceptance Criteria: Defect definition and acceptance criteria matching those of the supplier.

3. POWER DETERMINATION TEST – REFLASH (PERFORMED AT SUPPLIER'S PRODUCTION LINE)

Purpose: Maximum power of each module shall be tested using a Class AAA (as determined by IEC 60904-9) flash solar simulator at full Standard Test Conditions in accordance with IEC 60904-3.

Test Procedure: According to IEC 61215.

Acceptance Criteria: Each module shall be considered accepted if the following condition is met:

$$P_{max} \times (1 + Uc[\%]) \geq P_{nameplate}$$

Where:

P_{max}: Is the maximum power of the individual module determined during the pre-shipment testing.

U_c: Is the uncertainty of the measurement.

P_{nameplate}: Is the nominal power of the individual module.

Any module that fails the test would be replaced at no cost for the Purchaser.

ANNEX 2: SERIAL FAILURE DEFINITIONS AND TERMS

“Serial Failure” shall mean a defect in the Goods which originates from the same or substantially similar root cause and affects more than ten per cent (10%) of the Goods delivered, provided that the Buyer gives evidence of (i) a reduction in the performance of these specific Products and/or (ii) a situation in these specific Products which materially impedes their functioning.

An Serial Failure shall however not exist where Supplier can verify that (i) the Goods have been installed and/or used outside the technical boundary conditions defined in the specifications (including, but not limited to, operating and environmental conditions, required power sources, rated capacity and other technical parameters as defined in the specifications); or (ii) has been subject to misuse, abuse, improper handling or maintenance, accident or neglect by Buyer or its end user; or (iii) the defect has been caused by normal wear and tear; or (iv) the Goods has been altered or repaired other than by Supplier or without Supplier’s approval.

Buyer will promptly notify the Supplier in writing in case a Serial Failure is suspected or detected. In such event, the Supplier shall analyze all relevant information provided by the Buyer and shall carry out subsequent investigations in order to determine the root cause. On the basis of the results derived from such analysis and investigations the Supplier shall provide the Buyer with an action plan (“Corrective Action Plan”). If an on-site inspection was needed after analysis of the technical information provided to the Supplier by the Buyer, Buyer shall then enable the Supplier to inspect such Goods on-site

The Supplier shall implement the Correction Action Plan with some and/or all of the following measures, in order to correct the Serial Failure;

1. Supplier may inspect the modules on-site in order to obtain a better understanding of the issue under analysis.
2. Supplier may select several samples of modules within of the affected population in order to perform test at Supplier’s factory for the root cause analysis.
3. Supplier may select several samples of modules on the basis of the affected population in order to perform test at Supplier’s factory for the root cause analysis.
4. Supplier may select several samples of modules within the affected population in order to perform test at external laboratory.

The extent of the tests and actions to be performed will depend on the indicators obtained by the Supplier in relation to the on-going investigation.

In case a Serial Failure is confirmed by the root cause analysis, and Buyer and Supplier have agreed on the Corrective Action Plan, said Corrective Action Plan shall be implemented without delay once there is a settlement agreement between the Parties

Notwithstanding the content of the Corrective Action Plan, but only if a Serial Failure is confirmed by the root-cause analysis, Supplier shall:

- i. At no charge to Buyer, replace, repair or refund all affected units (i.e. units determined to be affected by the Serial Failure as set out herein) of the Goods
- ii. Or perform any other action agreed between the Parties that will lead to the complete elimination of such Serial Failure.
- iii. Cover the actual, reasonable and documented costs for investigating and analyzing the scope and consequences resulting from the Serial Failure.

Supplier’s obligations and liabilities regarding Serial Failures under this provision shall apply in line with the Limited Warranty Agreement. The effects of the Serial Failure shall be analyzed in accordance with the applicable warranty (workmanship 12 year warranty and 30 year performance warranty).