

Warranty Certificate

Water-ballasted solar supports for flat surface

Landblock®

INDEX

<u>1. Object.</u>	<u>3</u>
<u>2. Development.</u>	<u>3</u>
<u>3. Exclusions and limitations.</u>	<u>11</u>

1. Object.

This document aims to establish and present the criteria established by **LANDATU SOLAR SOCIEDAD LIMITADA** under which our **Landblock®** product warranty system will be regulated.

2. Development.

2.1.- Manufacturer's data.

LANDATU SOLAR S.L. (from now on "**Landatu**" or the "**Company**") with registered office at Plaza Ingeniero Torres Quevedo 1, Escuela de Ingeniería de Bilbao, Zitek, PLANTA 2, 48013 , Bilbao, Spain and holder of Tax Identification Number ESB09960816, develops and issues the following document forming the **LIMITED WARRANTY DECLARATION** for its Landblock® system, water-ballasted supports for flat surfaces.

2.2.- Product data.

Our water-ballasted solar panel structure, Landblock®, is made of high-density polyethylene (HDPE), to which a series of additives (additivated), such as a UV stabilizer and antioxidant are added to improve its properties and enhance its qualities against different external factors.

Our production is subject to different and strict quality controls by our QA department, establishing a series of tests and monitoring of the units produced on a regular basis, thus concluding that manufacturing defects are largely mitigated or even eliminated from the commercialisation of our products.

Landatu establishes the start of the warranty of its water-ballasted support from the invoicing date of the material (warranty Start Date). warranting that the supports are free from material imperfection of origin and workmanship in normal conditions for their application, installation and service for which they were designated.

2.3.- Scope of the warranty.

Landatu offers a warranty period of **10 years** from the start date of the warranty.

According to the tests, trials and analyses carried out by Landatu, our supports have an estimated useful life of more than **25 years** thanks to the materials with which they are made and the product design.

2.4.- Complaints procedure.

To make this warranty document effective, the name and VAT number of the applicant company, the invoice showing the invoice number or reference, date, amount, and value paid for the Landblock® media must be submitted. Both signed documents (i.e. the invoice and this document, "warranty Certificate") must be sent within thirty (30) days of the issue of the invoice to the following e-mail address: info@landatusolar.com or by registered letter in writing to the Landatu address at the head of this document. Claims relating to the warranty shall be notified within the prescribed time limit and in the prescribed manner.

The Customer shall attach to the above documentation detailed information on the installation for which the warranty is requested. Such information shall include, as a minimum, the following details:

- a) Location of the Installation: the exact address or geographical coordinates of the location of the installation must be provided.
- b) Basic Characteristics of the Facility: This information must include, but not be limited to: the floor plan of the facility, features of the location kg of ballast used or any other items used for fixing the facility and photos of the facility.

The customer acknowledges and agrees that it is the Customer's responsibility to provide the required information in a timely and accurate manner to ensure proper processing of any warranty claim.

Any claim made against Landatu under the warranty established in this document can only be considered valid and due if the purchaser can provide in due time and form evidence and proof of the poor condition of the Landblock® supports and that it is exclusively due to defects of origin in the materials and/or workmanship during the manufacturing process.

In the event of having sufficient evidence to demonstrate that the supports have not complied with the warranty described in this document, Landatu, at its option, will exclusively repair or replace the damaged supports or may decide on the refund of the purchase price if the circumstances studied by Landatu so establish.

Landatu will not be responsible in any case for any expenses incurred by the client in the process of gathering evidence and proof of the malfunctioning of the supports, as well as the expenses incurred for transporting the damaged supports to our facilities or replacing them in the installation with damaged supports.

The present warranty will not be valid and will not cover any failure or defect produced in the supports that could be derived from an incorrect installation of the same, maintenance or any special condition of use unknown and external to Landatu, such as damage caused by storms, loads above those established in our technical manuals produced by external agents such as snow, sand, adverse chemical or biological effects, strong wind above the loads studied and for which it has been designed, shocks, damage and obstructions caused by agents, elements or bodies external to the installation.

The installation process of our support systems and their maintenance must always be carried out by qualified personnel and following and completing the steps as established in the manuals and instructions provided by Landatu, which determine the use and objectives for which they were designed and manufactured, establishing in them the different levels of load and effort that they can support according to the design of the installation.

The handling of the supports is restricted to qualified technical personnel who must know and follow the procedures established in the Landblock® installation and maintenance manuals.

This warranty and this document take precedence over and supersede and/or exclude any other warranty document, in addition, to express or implied warranties, such as warranties of commerciality and suitability for its particular purpose, use, or application or any other liability that may be attributed to Landatu, unless such obligations and liabilities remain and are agreed in writing signed and approved by Landatu.

Landatu shall in no event have any liability whatsoever for any damage or injury to persons or property, or for any event, situation, loss or injury that may result from any extraneous cause or arising out of or in connection with the use of our supports, including, without limitation, any defect in the supports, in their use or during their installation.

In no event shall Landatu be liable for any incidental, consequential, or special damages, however caused. Loss of income, loss of use, loss of profits, and loss of production are expressly excluded without limitation. Landatu's aggregate liability, if any, in damages or otherwise, shall not exceed the value of the total of the damaged Landblock® supports as reflected on the invoice

submitted by the customer to Landatu, or a reputable distributor of the Landblock® support, based on the units of supports sold exclusively for such installation.

Any claim associated with this warranty document may only be accepted after written notification of the claim within a period not exceeding 10 days from the identification of the claim and subject to the presentation of this document and proof of purchase. For this purpose, evidence of deterioration or damage to the support must also be provided, through photos, videos, etc. to the above email address.

Any claim must include the set of evidence associated with the claim, documents and/or purchase invoices to verify the date of delivery and installation. The purchase invoice must be an official invoice from our company or official distributor, where the details of the end customer, date of purchase and quantities and prices established in the purchase of the supports are reflected. It must include at all times the stamp or signature of Landatu or any of its authorized distributors.

The Customer acknowledges and agrees that, as part of the terms of this warranty, it is the Customer's responsibility to maintain the installation of the product covered by this warranty on an annual basis. The Customer shall follow the recommendations detailed in the installation manual provided by the Warrantor.

The Customer undertakes to send the installation maintenance booklet to the Warrantor for any claim under the warranty. The maintenance book must be duly completed and reflect the dates and details of the revisions carried out.

Compliance with this annual maintenance is a prerequisite for this warranty to be valid. The Warrantor reserves the right not to provide warranty services if the Customer fails to comply with this requirement.

The Customer is solely responsible for scheduling and carrying out the annual maintenance of the installation. Any damage or malfunction of the product resulting from lack of proper maintenance will not be covered by this warranty.

The Warrantor reserves the right to verify compliance with this clause at any time during the warranty period. In the event of non-compliance, the Warrantor disclaims any liability in connection with this warranty.

This warranty contract is subject to the general conditions set out in this agreement and shall only be valid if all terms and requirements stipulated in this agreement are fulfilled.

Under no circumstances will the direct return of any of our products be accepted for processing without the consequent authorisation on our part resulting from a complaint perfectly managed following the above.

Once the installation of any of our products has been completed, its correct assembly must be verified by analyzing the assembly of the different parts that make up the structure. Within the possibilities of the project and installations, the correct functioning of the supports as well as the installed fastening systems must be confirmed and ensured.

Because of the different national or international legislation that may affect or interfere with any of the above clauses and may be considered invalid, invalid or inapplicable, the remaining parts, terms and conditions set out in the rest of the warranty document shall prevail and continue to be valid.

Any repair or replacement of our products with additional support shall in no event and under no circumstances lead to or activate the commencement of a new date in the terms of the warranty, nor shall it extend under any premise or circumstance the original terms of this warranty document.

Any replacement in the products will be the responsibility and property of Landatu, so our company may decide at any time, at its own expense, the processes of delivery of the same, establishing reasonable criteria throughout the delivery process, taking into account the means and deadlines in the delivery of material, as well as the type of final product delivered, which may contain differences with the original product, taking into account shapes, colors, sizes or type and/or model of support delivered, due to discontinuities of product or renovations and updates of the same.

The replacement of the damaged elements shall be carried out by qualified personnel at the customer's expense.

Any replacement in the products will be the responsibility and property of Landatu, so our company may decide at any time, at its own expense, the processes of delivery of the same, establishing reasonable criteria throughout the delivery process, taking into account the means and deadlines in the delivery of material, as well as the type of final product delivered, which may contain differences with the original product, taking into account shapes, colors, sizes or type and/or model of support delivered, due to discontinuities of product or renovations and updates of the same.

2.5.- General exclusions and limitations of the warranty.

Landatu will not be responsible in any case for any expenses incurred by the client in the process of gathering evidence and proof of the malfunctioning of the supports, as well as the expenses derived from transporting the damaged supports to our facilities or replacing them in the installation with damaged supports.

The present warranty will not be valid and will not cover any failure or defect produced in the supports that could be derived from an incorrect installation of the same, maintenance or any special condition of use unknown and external to Landatu, such as damage caused by storms, loads above those established in our technical manuals produced by external agents such as snow, sand, adverse chemical or biological effects, gusts of wind above the loads studied and for which it has been designed, shocks, damage and obstructions caused by agents, elements or bodies external to the installation.

The installation process of our support systems and their maintenance must always be carried out by qualified personnel and following and completing the steps as established in the manuals and instructions provided by Landatu, which determine the use and objectives for which they were designed and manufactured, establishing in them the different levels of load and effort that they can support according to the design of the installation.

The handling of the brackets is restricted to qualified technical personnel who must be familiar with and follow the procedures set out in the Landblock® installation and maintenance manuals.

Landatu shall in no event have any liability whatsoever for any damage or injury to persons or property, or for any event, situation, loss or injury that may result from any extraneous cause or arising out of or in connection with the use of our media, including, without limitation, any defect in the media, in its use or during its installation.

In no event shall Landatu be liable for any incidental, consequential or special damages, however caused. Loss of income, loss of use, loss of profits and loss of production are expressly excluded without limitation. Landatu's aggregate liability, if any, in damages or otherwise, shall not exceed the value of the total of the damaged Landblock® media as reflected on the invoice submitted by the customer to Landatu, or a reputable distributor of the Landblock® media, based on the media units sold exclusively for such installation.

2.6.- Force Majeure.

Landatu's liability shall be null and void or non-existent, before the Client or any third party, arising from the delay in the fulfillment of this warranty document or the sales process, due to external elements and agents such as fires, floods, blizzards, hurricanes, pandemics, earthquakes, terrorism, wars, riots, strikes, lack of workers or raw materials or materials or any other event beyond Landatu's direct control.

This warranty contract is subject to the general conditions set out in this agreement and will only be valid if all the terms and requirements stipulated in this agreement are fulfilled.

2.7.- Divisibility.

If any provision of this warranty is held to be invalid, void or unenforceable, the remaining provisions shall remain valid and enforceable. In the same way that, having regard to any particular national or international legislation which may affect or interfere with any of the above clauses and which may be deemed invalid, void or unenforceable, the remaining clauses, terms and conditions set out in the remainder of this warranty document shall prevail and remain valid and enforceable.

2.8.- Prevalence of the warranty.

This warranty and this document take precedence over and supersede and/or exclude any other warranty document, other than express or implied warranties, such as warranties of merchantability and fitness for its particular purpose, use, or application or any other liability which may be attributed to Landatu, unless such obligations and liabilities remain and are agreed to in writing signed and approved by Landatu.

2.9.- Prohibition of assignment.

The customer, as the beneficiary of this warranty, agrees not to assign, transfer or delegate its rights under this warranty to any other party without the prior written consent of Landatu.

2.10.- Applicable law and jurisdiction.

This document shall be governed by Spanish law. Any dispute relating to this contract shall be exclusively submitted to the courts of Bilbao, if applicable, the parties waiving any objection based on lack of jurisdiction, improper venue or any other similar reason.

3. Exclusions and limitations.

The warranty set out in this document has some limitations and exclusions, and shall not apply to sales that have been or are under one or more of the circumstances set out below:

1. State of total or partial non-payment of the purchase price agreed between the parties and reflected in the final and official invoice delivered by Landatu or any of the accredited distributors.
2. Delays in payments of more than 15 days according to the conditions agreed and established between the parties.
3. The installation and/or assembly of the solar structure in its entirety, including brackets, its ballast and connecting parts used, does not conform to the instruction manual provided by Landatu for Landblock®.
4. Lack of follow-up or execution of Quality Control in the different phases of the project, with the different inspection points established in our projects and/or installation manuals.
5. If, once the different inspections have been carried out by Landatu staff after the completion of the installation project, both in-situ and through the documentation received and provided by the client, it is established that the quality criteria and requirements are not met in the installation according to the parameters of our project, taking into account the different inspection points studied and analyzed. In this case, in order to activate the present warranty, it is the customer's responsibility to rectify the defects mentioned in the installation process and to proceed again to a new inspection by Landatu to confirm and reactivate the warranty process.

The company applying for the warranty Certificate:

Address:

NIF:

Name of representative:

Signature:

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