

[Date]

Dear Sirs,

**RE:**

**Start Date of Guarantee: [**

1. Solarport Systems Limited (Solarport) are the supplier of folded and rolled steel sections and designer of fabricated structures for Solar PV Ground Mount Systems.
2. Solarport has entered into a contract with the initial Beneficiary for the supply of the goods for the purposes of the solar ground mount system, including goods to which this Guarantee applies ("Contract").
3. Subject to the conditions set out below Solarport guarantees [ ], or any party to whom the benefit of this Guarantee is assigned (the "Beneficiary") that the steel structure supplied by Solarport in respect of the Solar Park will not exhibit significant structural deterioration due to corrosion for a period of 10 years from the start date of this Guarantee.
4. The Modular System is hereby guaranteed against above-ground and below-ground corrosion for a period of ten (10) years from the date of delivery ("Guarantee Period"), contingent upon the following conditions: the annual atmospheric corrosion rate shall not surpass one (1) microns, and the annual soil corrosion rate shall not surpass three (3) microns. Any corrosion that occurs beyond these specified rates is beyond the scope of this guarantee.
5. This Guarantee is conditional upon:
  - (a) the Beneficiary notifying Solarport of any aspects of the local environment likely to be detrimental to the steel prior to its design and manufacture, including, without limitation, if the environment in which the structures are placed are subject to chemical or other corrosive atmospheric contaminants, for example, as may be caused by local chemical factories, power stations or other industrial plants; and
  - (b) the goods supplied under the Contract have been paid for in full in accordance with the terms of the Contract.
6. The obligations of Solarport under the Guarantee are limited solely to an obligation on Solarport to replace any of its steel products to the original point of supply in the unlikely event of structural deterioration caused by corrosion within the 10-year guarantee period. All other remedies are excluded.
7. The Beneficiary shall bear the burden of establishing a breach of this Guarantee. If the Beneficiary believes that there has been a breach and wishes to invoke the remedy provided under this Guarantee, Solarport must be notified in writing promptly, being no later than seven days of identification or knowledge of any defect indicating a potential problem with the structure and providing Solarport:
  - (a) with details of the Contract and this Guarantee, relevant serial number(s) of the

- parts defective, the name of the party making the claim, a detailed description of the defect with supporting evidence, including photographs;
- (b) any additional evidence and/or physical access to the relevant site at which the relevant goods subject to the Warranty are located;
  - (c) with contact details for the Beneficiary making such claim; and
  - (d) Solarport or its authorized representative being a reasonable opportunity by the Beneficiary making such claim to inspect the structure (up to 180 days).
8. Any notice required or permitted under this Guarantee must be in writing and deemed to be properly given by the sender and received by the addressee. Mailed notice shall be addressed to Solarport at The Core, Gore Cross Business Park, Bridport, Dorset, DT6 3FH. Any emailed notice shall be sent to [office@solarportsystems.com](mailto:office@solarportsystems.com). For the avoidance of doubt, e-mail alone shall not constitute valid notice to Solarport pursuant to this paragraph.
9. Notwithstanding anything to the contrary herein, Solarport shall be entitled at its sole discretion upon written notice to Beneficiary making the claim, to require that any breach of this Guarantee alleged by such Beneficiary is reviewed and investigated by a neutral third party testing laboratory or specialist ("Expert"). In such an event:
- (a) the Beneficiary shall allow and provide access to any such appointed Expert on reasonable notice;
  - (b) the measurement tolerance to be used by the Expert shall be shared in writing with the Parties prior to investigation;
  - (c) the Beneficiary shall agree to be bound by the Expert's decision as the final and conclusive determination; and
  - (d) If the Expert finds that the Guarantee has not been breached, the Beneficiary seeking the Guarantee will be required to indemnify Solarport for the costs incurred by Solarport in sourcing, appointing and paying for such Expert's investigation and decision.
10. All inspections carried out by or on behalf of Solarport by any person duly authorised by Solarport are only to be considered sample inspections to determine that the general nature of the installation is as per the installation guide provided by Solarport and must not be relied upon to confirm correct installation of any parts. For the avoidance of doubt, Solarport does not accept any responsibility or liability under this Guarantee for incorrectly installed parts. In the event that any parts of the structure are found to be incorrectly installed that require replacement, replacement of parts under this Guarantee will be at the sole discretion of Solarport.
11. This Guarantee will not apply to any part of the Solar PV Ground Mount System supplied by Solarport under the Contract to which any defect, damage or issue materially caused or exacerbated by:
- (a) structural overstressing or deterioration caused by mishandling;
  - (b) fire, lightning, flood, explosion, earthquake, acts of war, riot, civil and commotion, tampering, accidental breakage, radiation, falling objects, vandalism, ground

- movement, movement or failure of foundations or other extraneous causes outside of Solarport's reasonable control;
- (c) the design where such design was based on or relied on information or material provided by the Beneficiary or any third party appointed by any Beneficiary and where such information or material was incorrect or misleading relating to the specification; design; purpose; use; base stability; location or other external factors; wind loads in excess of those predicted by BS EN 1991-1-4 'Eurocode 1 - Actions on Structures - Part 1-4: General Actions: Wind Actions' and / or snow loads in excess of those predicted by BS EN 1991-1-3 'Eurocode 1 - Actions on Structures - Part 1-3: General Actions: Snow Loads';
  - (d) corrosion or other effects arising from elements within the premises, building or site ground, entrapment of pollutants from abnormal atmospheric pollution (as determined by the Galvanizers Association corrosion map at the date of supply: <https://www.galvanizing.org.uk/corrosion/corrosion-map/>), condensation or from contact with gasses, fumes or chemicals (including traffic pollution);
  - (e) misuse, willful actions or omissions or negligence of the Beneficiary or any third party;
  - (f) any damage whatsoever during or following erection, installation and construction, including (without limit), any damage during transportation;
  - (g) the accumulation of dirt or debris;
  - (h) any alteration, extension, repair or modification of any product or material within the Solar PV Ground Mount System or any part of it, save by a Solarport contractor or other person expressly authorised in writing to do so by Solarport;
  - (i) removal and/or re-installation from the location at which it was originally installed (even if at the same site or premises) upon purchase from Solarport;
  - (j) circumstances where the Beneficiary or third party used damaged or defective component parts when attaching the Solar PV Ground Mount System provided by Solarport under the Contract in installation or alteration.
  - (k) use in a manner which is inconsistent with the instructions, including any installation and/or maintenance manual provided by Solarport to the initial Beneficiary or purchaser under the Contract.
  - (l) prolonged exposure to any temperature outside of the range -20° C to 60° C howsoever caused; or
  - (m) retention of water or contaminants.
12. The Beneficiary agrees/agree that if any term of this Guarantee purports to confer a benefit on any person who is not a Beneficiary (a "third party"), that the term shall not be enforceable by any such third party.
13. This Guarantee may not be automatically assigned or transferred. Prior written agreement from Solarport must be issued for the new assignee to receive the benefit of the unexpired term of the Guarantee, subject to the terms and conditions set out herein.
14. This Guarantee is supplemental to the Contract. The Guarantee together with the Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all or any pre-contractual statements relating hereto.

15. Except as expressly provided to the contrary in this Guarantee, for the avoidance of doubt, under this Guarantee, Solarport makes no warranties, guarantees or conditions, express or implied, arising from or relating to the Solar PV Ground Mount System, any part of it or any other product or material supplied to the Beneficiary by Solarport including implied warranties of performance, merchantability or fitness for a particular purpose and any implied warranties of custom or usage. The remedies for breach of this Guarantee are the Beneficiary's sole and exclusive remedy arising from or relating to any breach of this Guarantee.
16. Under no circumstances will Solarport be liable for any indirect or consequential losses or loss of profit nor liable for any other loss, damage or expense whatsoever incurred or suffered by the Beneficiary howsoever such loss, damage or expense may have been caused (including, without limitation, breach of contract, negligence, breach of duty or otherwise).
17. Neither Solarport nor the Beneficiary have entered into this Guarantee in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out or referred to in this Guarantee. Any condition, warranty, statement or understanding as to the quality of the steel supplied under the Contract or its fitness or suitability for any purpose however or whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded, except to the extent such exclusion is prevented by law.
18. If a part, provision or clause of this Guarantee, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Guarantee, and to this end such other parts, provisions, clauses or applications of this Guarantee shall be treated as severable.
19. This Guarantee and any dispute or claim arising in respect of or in connection with this Guarantee (Whether of a contractual or non-contractual nature) shall be subject to and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts in respect thereof.
20. Date of start of Guarantee: [Date]

**Authorised by Solarport Systems Limited**

**Signature:**

**Director**