
COMMERCIAL DURABILITY GUARANTEE CONTRACT
(Version 4.2 applicable as from 1st March 2023)

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These warranty terms (hereafter referred to as the “**Warranty Terms**”) apply to the DUALSUN solar panels and to some accessories and components sold to professional customers (hereafter the “**Retailers**”) by the company DUALSUN (hereafter “**DUALSUN**”) for installation on the premises of an end-user customer (hereafter “**User Customer**”) by a qualified professional fitter (hereafter “**Fitter**”).

These Warranty Terms do not exclude the application of the mandatory rules related to consumer rights applicable in each country referred to in article 1.1 below. In particular, for France, the Warranty Terms apply without prejudice to the consumer's right to benefit from the legal warranty for hidden defects defined under the conditions provided for in Articles 1641 and to 1648 1649 of the French Civil Code as well as the legal warranty of conformity applicable under the conditions provided for in Articles L. 217-3 et seq. of the French Consumer Code.

The DUALSUN panels are designed and manufactured according to very high standards guaranteeing high-level quality and performance. The DUALSUN panels are high-quality technological products, which must be fitted compulsorily by a qualified professional.

The rights of the User Customers using the DUALSUN panels as a result of the agreements signed with a Retailer and/or Fitter or as a result of local legislation, are not restricted by these Warranty Terms.

In cases in which there are difficulties in fitting or using the DUALSUN panels, it is recommended to refer, first of all, to the Instructions for fitting, using and maintaining the DUALSUN panels (hereafter “**Fitting Instructions**”) available on the section “resources” of the DUALSUN’s website: <https://my.dualsun.com/fr/espace-ressources/>.

The warranties offered by DUALSUN begin on the date shown on the installation invoice or the commissioning report provided by the installer.

The DUALSUN panels must be maintained efficiently in accordance with the conditions set forth in the Fitting Instructions.

The DUALSUN panels have a product warranty (hereafter the “**Product Warranty**”) and a performance warranty (hereafter the “**Performance Warranty**”).

1. PRODUCT WARRANTY

1.1 TERRITORIAL SCOPE OF THE PRODUCT WARRANTY

The Product Warranty applies to the DUALSUN panels in all of the countries of the European Union, including French overseas departments and territories, Switzerland, Australia, New Zealand, USA, China, Hong-Kong, Morocco, Tunisia, Singapore, Canada, Israel, Argentina, Norway, UK.

1.2 CONTENT OF THE PRODUCT WARRANTY

During the warranty period, DUALSUN guarantees that:

- The DUALSUN panels are free from any mechanical defect that would affect the stability of the solar module, subject to a compliant assembly and installation and a normal use, as described in the Fitting Instructions accompanying the DUALSUN panels,
- The glass of the DUALSUN panels will not show any opacification or colouring,
- The wires, power supplies and temperature probe will remain safe and in working condition when they have been fitted by a Fitter and are not placed in permanent contact with water (puddle). However, damage to wires as a result of rubbing against a rough surface due to insufficient fixing or a passage of wires insufficiently protected above cutting or sharp edges, is excluded from this warranty. Damage as a result of animals is also excluded (e.g. rodent bites, birds, insects),
- The aluminum frame will not come loose in frosty conditions when properly installed,
- The factory-set quick connectors of the DUALSUN panels will remain watertight and will resist pressure of service prescribed by DUALSUN.

1.3 PERIOD OF THE PRODUCT WARRANTY

1.3.1 The period of the Product Warranty depends on the product category concerned, as specified in the part 1.3.2 of this document.

1.3.2 The coverage levels proposed by DUALSUN are:

Product	Product Warranty Period
DualSun SPRING hybrid panels and inter-panel connections and inlet-outlet fittings kits	Subject to the activation of the DUALSUN warranties on the my.dualsun.com website by either the User Customer or the Fitter, DUALSUN "SPRING" panels and its accessories (inter-panel connections and inlet-outlet fitting kits) benefit from a ten (10) year warranty from the date of installation.
DualSun FLASH Half-Cut Black and FLASH Half-Cut White Panels	Subject to the activation of the DUALSUN warranties on the my.dualsun.com website by either the User Customer or the Fitter, DUALSUN "FLASH" panels have a twenty-five (25) year warranty from the date of installation. If the warranties are not activated, the warranty on DUALSUN "FLASH" panels is twenty (20) years, starting from the date of installation.
DualSun FLASH Shingle panels	Subject to the activation of the DUALSUN warranties on the my.dualsun.com website by either the User Customer or the Fitter, DUALSUN "FLASH" panels have a thirty (30) year warranty from the date of installation.

	If the warranties are not activated, the warranty on DUALSUN "FLASH" panels is twenty-five (25) years, starting from the date of installation.
DualSun FLASH Half-Cut Transparent Glass-Glass TOPCON and FLASH Half-Cut Transparent Glass-Glass Panels	Subject to the activation of the DUALSUN warranties on the my.dualsun.com website by either the User Customer or the Fitter, DUALSUN "FLASH" panels have a thirty (30) year warranty from the date of installation. If the warranties are not activated, the warranty on DUALSUN "FLASH" panels is twenty-five (25) years, starting from the date of installation.
All accessories except SPRING inter-panel connections and inlet-outlet fitting kits	The accessories to DUALSUN panels are covered by the legal conformity warranty of two (2) years from the date of their installation at the Customer-User's premises. The warranty covers the replacement or repair of the part recognised as defective on the DUALSUN panel, excluding labour and travel costs.

All DualSun references are detailed in our catalog, accessible in the [DualSun documentary space](#).

1.4 PRODUCT WARRANTY EXCLUSIONS

Warranty exclusions common to the Product Warranty and the Performance Warranty are specified in article 4.2 of this document.

2. PERFORMANCE WARRANTY

2.1 OBJECT OF THE PERFORMANCE WARRANTY

The Performance Guarantee aims to guarantee a level of photovoltaic performance of the solar panels to the User Customer.

Performance Warranty concerns all DUALSUN Panels. Performance Warranty is not intended to apply to Accessories.

2.2 PERFORMANCE LEVEL

The photovoltaic performance guaranteed by DualSun is defined by:

- a warranty period, described in the table below,
- a warranty level, specified in the "guarantees" block of the product data sheets available on the [documentation area](#) of the dualsun.com website.

Product	Photovoltaic Performance Warranty Period
DualSun SPRING hybrid panels	Thirty (30) years , from the date of installation.
DualSun FLASH Half-Cut Black and Half-Cut White panels	Twenty-five (25) years , from the date of installation.
DualSun FLASH Shingle panels	Thirty (30) years , from the date of installation.

DualSun FLASH Half-Cut Glass-Glass TOPCon and Half-Cut Glass-Glass panels	Thirty (30) years, from the date of installation.
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3. REIMBURSEMENT OF LABOUR FOR THE WARRANTY SERVICE

As part of the Product Warranty, DUALSUN offers to Installers a "travel/labour" package for each on-site intervention to repair or replace a defective DUALSUN panel (installations with a power output of less than 500 kWp exclusively).

This fixed price amounts to:

- 500 € (excl. VAT) for work on DUALSUN "SPRING" panels, in addition to the consumables (glycol water, seals, ...) necessary to put the installation back into service, on presentation of the invoice,
- 200 € (excl. VAT) for work on DUALSUN "FLASH" panels, as well as 25€ (excl. VAT) per defective panel.

DUALSUN's acceptance of this flat rate is conditional on:

- One intervention for a DUALSUN panel covered by the Product Warranty,
- Activation of the warranties from the mydualsun.com website,
- The Installer sending a request for reimbursement to DUALSUN within six (6) months of the on-site visit, including invoices in the event of a request for reimbursement of consumables.
- The installation must have a capacity of less than 500 kWp.

4. PROVISIONS COMMON TO THE PRODUCT WARRANTY AND THE PERFORMANCE WARRANTY

4.1 VALIDITY AND IMPLEMENTATION

The implementation of the Product Warranty or the Performance Warranty is subject to conditions. In any event, it may only be applied to DUALSUN products purchased new.

The User Customer must activate his warranty within six (6) months of the date of installation at the latest.

The User Customer must send his warranty request to his Reseller and/or Installer as a matter of priority, at the latest within six (6) weeks from the discovery of the defect. The Reseller and/or Installer will then contact the DUALSUN after-sales service.

DUALSUN guarantees its products on presentation of the original invoice and/or delivery note mentioning the date of installation, the name of the User Customer, and the name of the Installer and/or Reseller, as well as the validated commissioning report for DUALSUN panels.

The warranty for DUALSUN panels shall only apply if they have been installed in accordance with the conditions set out in the DUALSUN Installation Manual and in accordance with normal and reasonable use. If the DUALSUN panel covered by the Product Warranty or by the Performance Warranty is no longer manufactured by DUALSUN, DUALSUN undertakes to provide the Customer-User with a DUALSUN panel or an equivalent panel with equivalent functionality.

DUALSUN reserves the right to (i) carry out an expert assessment of the DUALSUN panel covered by the warranty, (ii) have a third party appointed to carry out an expert assessment (iii) appoint an

independent inspection body approved for module certification in accordance with the IEC 61215 standard.

DUALSUN may provide technical assistance to the Installer. However, the Installer remains solely responsible for the installation of the DUALSUN panels, which must be in working order and comply with the technical recommendations specified in the DUALSUN User Manual.

In any event, it is expressly agreed that replacement of DUALSUN panels under warranty may only be authorized after express agreement from DUALSUN.

4.2 EXCLUSIONS FROM THE PRODUCT WARRANTY

The Product Warranty and the Performance Warranty do not apply in the following cases:

- If the conditions of installation, use and maintenance do not comply with the recommendations given in the User Manual in its version available at the time of installation, and with the standards in force;
- If the commissioning report has not been completed by the Installer, given to the User Customer, and validated by DUALSUN within eight (8) weeks of installation;
- If a problem occurs as a result of incorrect installation, failure to comply with installation instructions, electrical standards and maintenance instructions;
- In case of external accidents, power surges, flooding, lightning, fire, storms, hail, accidental breakage or any other event beyond DUALSUN's control;
- In the event of damage caused by an external cause to the DUALSUN panels: breakage, impact, etc.
- In the event of minor modifications or aspects that do not affect the correct operation and performance guarantee (scratches, bleaching and simple discoloration of the cells, etc.);
- If the type or serial number of the products has been altered, removed or rendered illegible, if applicable, for any reason and by any means whatsoever;
- If the products have been purchased second-hand.

5. PROFESSIONAL LIABILITY INSURANCE

DUALSUN has professional liability insurance, provided by the CHUBB company, which covers several personal injuries and material damages, which occurs during the insurance period and during a period of subsequent warranty of ten (10) years.

Upon request of the User Customer, DUALSUN can provide him details about the conditions of coverage and implementation of the above-mentioned warranty.

6. RESPONSIBILITY

DUALSUN may not be held liable beyond the warranties stipulated above. Consequently, DUALSUN shall not be held liable for any indirect, material and immaterial damage, regardless of the cause, such as loss of use, loss of profits, loss of production, loss of turnover.

7. TRANSFER OF PRODUCT WARRANTY AND PERFORMANCE WARRANTY

These Warranty Terms are transferred to the new owner in case of sell of the building on which the solar panel has been fitted.

The User Customer undertakes to provide the contact details of the new owner of the concerned building, in writing as soon as possible, and to provide the new owner with these Warranty Terms.

