

WARRANTY CERTIFICATE

1. General Provisions

Mounting systems **SMS** and **SRS** (hereinafter referred to as “Mounting systems”), their modifications, as well as all main elements and components (hereinafter referred to as “Elements”), are covered by a functional guarantee that ensures the restoration of the operational state of the mounting system elements or their replacement by Solar Steelconstruction LLC (hereinafter referred to as the “Manufacturer”).

2. Technical description

The Mounting systems are designed by Solar Steelconstruction LLC in accordance with the standards and requirements of Eurocode EN 1990, EN 1991, EN 1993, EN 1090.

The cold-rolled steel profiles are made from S235JR/S355JR steel coils according to EN 10025 with anti-corrosion coating by hot-dip galvanizing according to ISO 1461:2009 or from S350GD galvanized steel coils according to EN 10326 with an anti-corrosion coating of at least 275 g / m² such as Corrender, PosMAC, Aluzinc, Magnelis, etc.

The hardware connecting the steel profiles is made of A2-70 stainless steel in accordance with ISO 3506-1:2009. It is allowed to use carbon steel hardware according to ISO 898-1:2013 with other types of coatings (galvanizing, Delta, HDG).

Clamping elements are made of aluminum alloy AlMg0.7Si (6060/6063/6005A) according to EN 573 with anti-corrosion coating by anodizing according to ISO 7599:2018. Hardware for fastening the clamps is made of stainless steel A2-70 according to ISO 3506-1:2009.

3. Warrantee period

Mounting systems as well as all Elements are warranted by the Manufacturer for a period of 10 years, subject to the requirements of the Installation and Operation Manual, as well as the Working Design drawings. The warranty does not include the maintenance of the Mounting systems.

Mounting systems and Elements coating is guaranteed according to ISO 9223 atmospheric corrosion category up to C3 (according to ISO1461 /ASTM A123 and ISO3575), against perforation corrosion, depending on the type of coating, for a period of:

- hot-dip galvanizing - 25 years;
- other types of coating - mentioned additionally in the specifications to the contract.

The Mounting systems normal operation without routine maintenance warranty is provided for a period of 12 months from the date of delivery.

In case the installation work is performed by a non-Manufacturer, all Mounting systems and Elements are covered by the Manufacturer's limited warranty, which does not include the warranty for installation work.

The lifetime of the Mounting systems is 25 years and can be extended over time if the normal operation of the structures is provided as well as if the original operating parameters of the Elements are maintained at the end of lifetime.

4. Claims application procedure

The manufacturer is responsible for the quality, completeness and quantity of the Elements and Mounting systems produced.

Claims for obvious defects, quantity and completeness of the Elements and Mounting systems (for example, packaging defects, lack of the required quantity, visible characteristics) are accepted by the Manufacturer within 5 (five) calendar days from the date of delivery / acceptance.

Claims relating to the quality and completeness of the Elements and Mounting systems, which cannot be immediately identified visually (hidden defects), are accepted by the Manufacturer within 21 (twenty one) calendar days from the date of delivery / acceptance.

Claims should be sent to the Manufacturer in writing (by e-mail, using other means of communication) and should contain: a clear identification of the defective Element, a comprehensive description of the defect, photo / video recording of the identified defects of the Elements and / or Mounting systems.

5. Claims review procedure

The Act of the warranty claim should be completed to confirm that warranty event occurs. The Act should be drawn up by a representative of the end user of the Elements and / or Mounting Systems in any form and should be confirmed by the representative of the Manufacturer. The Manufacturer should be informed about the warranty event occurrence to draw up the Act of the warranty claim by registered mail and / or by e-mail, and if the Manufacturer's representative should visit the place of delivery.

After analyzing the received photo / video materials and in order to confirm the defects of the Elements and Mounting Systems, the Manufacturer reserves the right to send its representative to the address of the location of the Elements and / or Mounting Systems to participate in drawing up the Act of the warranty claim.

After drawing up the Act of the warranty claim, the Manufacturer, at its discretion:

- a) completes the delivery of the missing number of Elements and / or Fixing Systems;
- b) repairs the defective Elements and / or Fixing Systems;
- c) replaces the defective Elements and / or Mounting systems with the others of the same type and quality or equivalent;
- d) performs other actions as agreed by the parties.

The manufacturer provides additional delivery, replacement or repair of the Elements and / or Mounting Systems at its own expense (including transport, customs and other costs) within 30 (thirty) calendar days from the date of drawing up the Act of the warranty claim or at another time as agreed by the parties.

With that, the consumer has no right to put on pause or delay payment, despite the agreed method of satisfying the claim.

6. Limited warranty

The warranty for the Mounting Systems or their Elements is limited only by manufacturing defects and does not cover such cases as:

- defects that have arisen as a result of normal wear and tear during use;
- galvanized components may have small, localized rust spots (for example, at the edges or near holes) that can be detected visually. Such defects do not impair the functionality of the Mounting Systems and are considered to be normal wear and tear in use;

- defects that appeared as a result of using the Mounting Systems and their Elements for other purposes or not in accordance with the requirements of the Installation and Operation Manual, as well as the drawings of the Working Project;
 - the presence of scratches resulting from mechanical damage during cleaning or maintenance, vandalism or atmospheric phenomena (for example, hail, fire, flood, or others);
 - breakdowns during cleaning or maintenance, vandalism or atmospheric conditions (for example, hail, fire, flood or others);
 - in case of damage to metal parts as a result of mechanical collisions, vandalism or atmospheric phenomena (for example, hail, fire, flood or others);
 - Mounting systems and / or Components were installed, used or maintained incorrectly or without following the requirements of the Installation and Operation Manual, as well as the Working Design drawings;
 - defects arose through the fault of the consumer's employees or as a result of the negligence or behavior of third parties during the transportation of the Mounting Systems, Elements, their installation or use;
 - defects are caused by changes or modifications to the Mounting Systems and / or Elements, made without the prior written consent of the Manufacturer;
 - defects caused by force majeure (extraordinary and inevitable circumstances that objectively affect the duties, namely: the threat of war, armed conflict or a serious threat of such a conflict, including but not limited to hostile attacks, blockades, military embargo, actions of a foreign enemy, general military mobilization, hostilities, declared and undeclared war, actions of a public enemy, indignation, acts of terrorism, sabotage, piracy, riots, invasions, blockade, revolution, rebellion, uprising, riots, imposition of a curfew, quarantine established by the Cabinet of Ministers of Ukraine, expropriation, forced confiscation, seizure of enterprises, requisition, public demonstration, strike, accident, illegal actions of third parties, fire, explosion, long interruptions in the operation of transport, regulated by the conditions of relevant decisions and acts of state authorities, the closure of sea straits, embargo, prohibition (restriction) of export / import, etc., as well as caused by exceptional weather conditions and natural disasters, namely: epidemic, severe storm, cyclone, hurricane, tornado, snow accumulation, ice, hail, frost, freezing of the sea, straits, ports, passes, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.).freezing of the sea, straits, ports, passes, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.).freezing of the sea, straits, ports, passes, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.).
- In case of non-fulfillment of the payment terms upon completion of the delivery of the Mounting Systems and / or Elements, the warranty does not cover them.

7. Miscellaneous

Notwithstanding the provisions of this Warranty Document, the parties may agree on additional terms of warranty service, as well as anything that is not expressly defined here, including the definition of the applicable law and the competent court in contracts signed between them.

Chief Engineer of Solar Steelconstruction LLC
Evgeny Finko

