

WARRANTY TERMS

§ 1 Subject and Warranty Period

1. ENSON sp. z o.o. with its registered office in Tomaszów Mazowiecki, ul. Norberta Barlickiego 2, 97-200 Tomaszów Mazowiecki, registered in the Register of Entrepreneurs jointly conducted by the District Court for Łódź – Śródmieście in Łódź, XX Economic Department of the National Court Register under KRS number: 0000846378 (hereinafter referred to as the "Guarantor") manufactures support structures for photovoltaic (solar) installations using steel sheet coated on both sides with a Magnelis® ZM310, Magnelis® ZM430, or Magnelis® ZM620 type coating (hereinafter referred to as "Structures").
2. The subject of the warranty provided by the Guarantor is the correctness of the execution of the Structures (hereinafter referred to as the "workmanship warranty") and - subject to the conditions specified in point 9 - the absence of perforation due to corrosion of the steel sheet coated on both sides with Magnelis® 310g/m², 430g/m², or 620g/m² coating in accordance with European standard EN 10346 (hereinafter referred to as the "material warranty").
3. The warranty beneficiary is the direct purchaser of the Structures (hereinafter referred to as the "Purchaser").
4. The Guarantor undertakes to remove defects covered by the workmanship warranty or the material warranty, revealed and reported to the Guarantor before the expiration of the warranty period, by repairing or replacing the defective component of the Structure free of charge. The method of defect removal is determined by the Guarantor.
5. The Guarantor is only responsible for defects in the components of the Structure that arise from causes inherent to the Structure covered by the warranty.
6. The warranty applies subject to the requirements described in these Warranty Terms. The warranty applies to Structures installed once. Demounted elements and those exposed to corrosion due to contact with corrosion products from other construction elements, such as connectors, lightning protection systems, are not covered by the warranty.
7. Local traces of red corrosion, which is superficial corrosion and does not adversely affect the mechanical properties of the elements and is not covered by the warranty, may appear on the cut edges of elements made of MAGNELIS coating.
8. The warranty period for workmanship is 10 years from the date of delivery of the Structure.
9. The material warranty will be granted to the Buyer after the Contractor obtains a warranty from the material supplier, under similar conditions and for a similar period as the warranty granted to the Guarantor. In accordance with the requirements of the material manufacturer, ArcelorMittal Flat Carbon Europe S.A. (hereinafter referred to as "ArcelorMittal"), the Buyer undertakes to provide the Guarantor with all information, documents, samples, and results of soil property analysis conducted in a certified laboratory according to DIN50929-3:2018, necessary to obtain the manufacturer's warranty. These documents must be provided to the Guarantor within the timeframe specified by the Guarantor, under penalty of forfeiting the right to obtain the material warranty. After obtaining the material warranty from the Guarantor, the Guarantor will provide the Buyer with a separate written warranty statement for the material.

§ 2 Transport and Storage

1. The transportation of Structures should be carried out using dry, covered means of transport in such a way that the cargo is secured against shifting, mechanical damage, and the influence of weather conditions.
2. Load units should be placed closely next to each other on the transport vehicle and secured against mutual displacement. The cargo should be fastened with transport straps in a manner that prevents damage to the elements.
3. Transportation, storage, and assembly of Structure components must take place in an environment with corrosivity categories C1-C3 based on PN-EN ISO 12944-2:2018-02, excluding locations with corrosivity categories C4, C5-I, and C5-M according to PN-EN ISO 12944-2:2018-02. The corrosivity category of the atmospheric environment is determined based on the annual loss of the anticorrosive layer.
4. In case the corrosivity category of the environment increases, the warranty is shortened accordingly to the current corrosivity category of the environment, as determined by ArcelorMittal. If the corrosivity category of the environment decreases, the warranty does not extend.
5. Structure elements should be stored in dry, clean, ventilated areas, free from chemically active vapors and gases, protected from moisture and atmospheric factors.
6. Structure elements must be stored in a way that prevents contact with the ground, the accumulation of atmospheric precipitation, and mechanical contamination (on pallets, bases, etc.), ensuring a distance of at least 20 cm between the edges of the elements and the ground. The use of spacers at intervals not exceeding 1 meter is mandatory.
7. The storage location of the Structures must be at least 50 meters away from cultivated fields, as the Structure must not be exposed to the effects of pesticides or synthetic fertilizers used in agriculture.
8. In the event of Structure elements getting wet during transportation, unloading, or storage, with water or any other substance, the Purchaser is obligated - to prevent corrosion or damage to the Magnelis® layer - to promptly unpack and dry the Structure elements.
9. The storage time of the Structure from the production date to the installation date must not exceed 6 months.
10. During storage and assembly of Structure elements, protection against contact with lime, cement, and other alkaline building materials must be ensured.
11. Damaged elements during assembly must be replaced with new, defect-free ones, at the expense of the purchaser, e.g., deformation of a support column when encountering an obstacle in the ground.
12. The unloading of the Structure should be carried out using suitable mechanical tools that do not cause damage to the transported elements. When manually unloading and carrying Structure System elements, measures must be taken to prevent damage or deformation of the System elements.
13. Requirements for the design and assembly of Structure elements (requirements may be modified with the consent of ArcelorMittal):
 1. Internal bend radii must be at least twice the thickness of the sheet ($r > 2 \times$ thickness).

2. The entire structure must be designed and positioned to exclude the accumulation of water or waste (organic and otherwise) on the Magnelis® coating, including on the fastenings and under the profiles.
 3. Each surface must be inclined at an angle of at least 2 degrees to allow water drainage.
 4. The design of the structure should prevent localized corrosion risk, e.g., by water dripping onto the Magnelis® surface.
 5. Fastening elements must not contain copper or lead parts in direct contact with the Magnelis® coated sheet, or other materials that cause corrosion attack on the Magnelis® coating. They must be shaped appropriately to prevent local indentations in the Magnelis® coated sheets that could obstruct water drainage.
 6. Fastening elements made of stainless steel should be adequately isolated from the Magnelis® surface to avoid increased corrosion risk due to the formation of corrosion cells. A solution could be the use of plastic washers to separate the fastening elements from the Magnelis® surface.
 7. Forming should be done without subjecting Magnelis® coated sheets to strong tensile stress or alternating bending stress.
 8. Damaged Magnelis® coated parts should not be used during forming, transport, storage, or assembly. Damaged parts should be replaced before completing construction work.
 9. Avoid contact with damp insulation materials, impregnated wood, and other materials that can cause corrosion.
 10. After assembly, remove all tools, contaminants, and unnecessary items. Erase markings made with pencil, pen, or other methods.
 11. Any damage to the upper edge of the coating during piling the poles in the ground must be immediately repaired by applying a zinc paint with a pigment content of 97%.
14. Requirements regarding the ground plot in which parts with Magnelis® coating are installed:
1. Weight fraction of fine-grained fraction < 50% (ground invoice).
 2. pH from 5.5 to 8.5.
 3. Soil resistance > 5000 Ω x cm, measured at a distance < 6 m.
 4. Low chloride ion concentration < 150 mg/kg.
 5. Low sulfur content < 500 mg/kg.
 6. Low sulfate content < 5 mg/kg.
 7. Absence of fertilizers.
 8. Absence of vertical diversity in the ground, causing the boundaries specified in the warranty document to be exceeded.
 9. Absence of bacterial activity.
 10. Absence of stray currents.
 11. No changes in the ground during the warranty period.

§ 3 Inspections. Service

1. Upon completion of the installation of the Structures, at their own expense, the Purchaser shall conduct a thorough inspection of the protective and paint coatings and

perform their complete maintenance by cleaning the galvanized surfaces of any residual contaminants (residues of chemicals, grease, oil, and other substances that may cause damage to the anticorrosive coatings). After cleaning the structures, in the event of detecting localized corrosion spots, the Purchaser is obligated to protect them in accordance with "ArcelorMittal" guidelines and to send a report to the Guarantor covering the identified damage within 5 days from the completion date of the installation.

2. During the warranty period, the Purchaser is required to perform service inspections of the Structures and zinc coatings no less frequently than once a year. These inspections should be entrusted to a professional entity specializing in the installation of steel structures and conducting service inspections of photovoltaic installations, and possessing the necessary equipment for the proper and safe execution of installation, dismantling, and servicing of the Structures (hereinafter: Service Provider). Inspections will be conducted with the participation of a representative of the Guarantor and a technical supervision inspector.

3. Service work should be carried out by the Service Provider in accordance with the executive drawing provided by the Guarantor. The system should be maintained to remove any dirt deposits, leaves, and other contaminants that may obstruct the free flow of water, and both internal and external parts of the Structures should be additionally cleaned.

4. The first inspection of the Structures should take place no later than one year from the date of delivery of the Structures by the Guarantor. Each subsequent service inspection must occur no later than one year from the date of the previous service inspection.

5. Each inspection of the System or service work must be documented by the Service Provider with an appropriate report.

6. After each service inspection, the Purchaser is obliged to promptly, but no later than 7 days from the date of the service inspection, provide the Guarantor with a copy or scan of the inspection report, including a description of the actions taken, their date, photographic documentation, and the Service Provider's information. In the event of the detection of corrosion spots, the Purchaser is obligated to protect them in accordance with "ArcelorMittal" guidelines. The documents should be submitted by sending a copy of the documents by registered mail to the Guarantor's address or by sending a scanned copy to the Guarantor's email address at reklamacje@enson.pl.

§ 4 Warranty Procedure

1. In the event of discovering a defect in the Structures during the warranty period, the Purchaser shall notify the Guarantor in writing or via email to reklamacje@enson.pl within 3 days of identifying any potential defect. The notification should include the name and catalog number of the component, the date of its purchase, the document

number of the delivery note or purchase invoice, a detailed description of the defect, and photographs of the component covered by the notification.

2. Only complete elements, suitable for verification, free from defects and mechanical damage resulting from external factors, are subject to the warranty procedure.
3. After reporting a defect or malfunction, the Guarantor, if deemed necessary, will conduct a site inspection at the location where the Structures are installed. If no inspection is required or if, after the inspection, the Guarantor determines that the defect is covered by the Warranty, the Purchaser is obliged to instruct the Service Provider to dismantle the damaged Structure element and deliver it to the Guarantor's headquarters or to an address indicated by the Guarantor within a period not exceeding 7 days from the date of dismantling.
4. In the event that the Guarantor determines that the reported defect is covered by the warranty (warranty recognition), the Guarantor is obligated to, no later than 21 business days from the date of delivery of the damaged Structure element to the Guarantor: a) Remove the defect by repairing the Structure element, b) Replace the Structure element with a new one. The method of defect correction is determined by the Guarantor. The above-mentioned deadline may be extended in the event that it is not possible to meet it due to technological or logistical reasons, about which the Purchaser will be informed in writing.
5. The Guarantor informs the Purchaser of the readiness for defect-free Structure element collection within the period specified in paragraph 3 above. The Purchaser arranges with the Service Provider the date of collecting the element from the Guarantor.
6. The Purchaser is obligated to inform the Guarantor promptly via email to reklamacje@enson.pl about the planned date of collecting the Structure element by the Service Provider.

§ 5 Warranty Exclusions

1. The warranty provided by the Guarantor does not cover:
 1. Minor areas of corrosion at the edges of holes and edges of components (MAGNELIS coatings have self-regeneration capabilities).
 2. Damages resulting from force majeure events (fire, flooding, hurricane winds, etc.),
 3. Mechanical damages and resulting defects, especially damages to protective coatings,
 4. Cases of particular corrosion exposure of galvanized elements as defined in PN-EN ISO 12944-2 standard (in these cases, warranty periods should be agreed upon individually in writing),
 5. Mechanical damages to the coating during handling, transportation, and assembly,
 6. Mechanical and thermal damages to the zinc coating resulting from cutting, welding, drilling holes, and any modifications to the structure causing damage to the Magnelis coating,
 7. Mechanical, thermal, and chemical damages during operation,
 8. Damages resulting from installation and operation of products under conditions or in a manner inconsistent with the Guarantor's requirements (exceeding permissible loads, damage caused by weather conditions, etc.).

9. Damages resulting from the use of salt and chemical substances for de-icing,
10. Damages resulting from structural changes or the use of products not in accordance with their intended purpose,
11. Damages resulting from user's fault,
12. Cases where the requirements specified in these Warranty Conditions, especially in § 2 and 3 of these Warranty Conditions, have not been met,
13. The occurrence of so-called "white corrosion" on details (white-gray spots formed under the influence of atmospheric factors),
14. Assemblies with other parts that may cause contamination or moisture retention on the surface of the Magnelis coating,
15. Cases of damage due to contact of Magnelis Zm310 surface with soil;
16. System components after surface treatment covered with Magnelis coating, additional coating, or painting, as well as the use of inappropriate substances for cleaning/servicing the System;
17. The appearance of cut edges and discoloration of the Magnelis surface due to runoff from cut edges or adjacent parts made of any material;
18. Damages caused by the action of chemical agents, in particular, spraying and plant fertilizers, alkaline and acidic substances, as well as corrosion spots related to residues of mounting media (such as chips, shavings, other solid parts),
19. Structure elements exposed to heavy wear and tear (areas with strong wind and abrasion by sand, gravel pits, sand mines, aggregate storage areas),
20. Structure damages caused by environmental exposure due to: exposure to corrosive chemicals, smoke, dust, rainwater containing carbon, sediments, or heavy metal particles such as: iron, copper, alkaline products, ash, cement dust, or animal waste,
21. Defects resulting from improper assembly, disassembly, or servicing and maintenance activities;
22. Defects in the Structure or its components resulting from power surges in the power grid, lightning strikes, sudden weather phenomena.