



General Warranty Conditions of JBGPV



General Provisions

1. These GWC constitute general terms and conditions of contracts within the meaning of Article 384 et seq. of the Act of 23 April 1964 on the Civil Code and are applied by JBG-2. They constitute an integral part of the Contracts and are binding on the Parties unless the Parties explicitly agree on the different provisions. Any amendments, additional arrangements, suspensions require a consent of both Parties expressed in writing.
2. The GWC are mandatory provisions in all forms of the Contracts concluded between the Parties and are not subject to exclusion, limitation or repeal upon a placement of the order by the Purchaser or an acceptance of an offer of JBG-2 by the Purchaser, in particular through a unilateral declaration of the Purchaser, addressing to JBG-2 the conditions of orders or other acts regulating the subject of a purchase by the Purchaser or through the wording contained in the general conditions applicable to the Purchaser.
3. The contractual provisions, individually agreed and confirmed in writing by JBG-2 with the Purchaser, shall prevail over the provisions of these GWC within the scope, in which they contain regulations different from these GWC.
4. The GWC are publicly available to the Purchaser through the website of the JBGPV brand: www.jbgpv.com
5. The Purchaser by way of placing the order or by accepting the offer, declares implicitly, that the Purchaser has familiarized with the GWC content and has accepted it.

Definitions

1. The Price List of JBG-2 – a set of prices unilaterally determined by JBG-2, applicable within the period determined by JBG-2, relating to the Subject Matter of the Contract, its individual types, varieties, spare parts, components, additional services.
2. Warranty – a quality guarantee of the manufacturer of the Subject Matter of the Contract, constituting a contractual obligation of JBG-2 (the Warrantor) to be liable for the Defects arising in the Subject Matter of the Contract, expressed through actions aimed at elimination of the Defect, if these Defects are disclosed within the time limit specified in the Warranty.
3. JBG-2 – "JBG - 2" Sp. z o.o. with its registered office in Warszowice (43-254), 5 Gajowa Street, registered in the Register of Entrepreneurs of the National Court Register in the Regional Court in Gliwice, 10th Commercial Division of the National Court Register, KRS number: 66339, Tax Identification Number (NIP): 6342383421, share capital PLN 2,300,000.00.
4. Purchaser – a natural person, organisational unit or legal entity purchasing the Subject Matter of the Contract from JBG-2 under the Contract.
5. GWC – General Warranty Conditions of JBGPV.
6. GCS – General Sale Conditions of JBGPV.
7. Parties – JBG-2 and the Purchaser entering into the Contract.
8. Subject Matter of the Contract – a photovoltaic module understood as a fully environmentally protected set of interconnected solar cells made of silicon.



9. Force Majeure – an event of an external, accidental or natural (elementary) nature, which cannot be avoided or foreseen, in particular events of a catastrophic nature, acts of nature and extraordinary events in the form of disturbances of collective life, such as wars, national riots, epidemics, quarantines or in the form of disturbances of a private nature, connected with ensuring an uninterrupted supply of the Subject Matter of the Contract, such as power and other operating factors, interruptions in the provision of the Internet or digital connections if without their provision the manufacturing facilities are not able to function properly, interruptions in the supply of materials and components of the Subject Matter of the Contract occurring for reasons beyond the control of JBG-2.
10. Contract – a mutual obligatory relationship between the Parties concluded on the basis of an offer accepted by the Purchaser from JBG-2, placing an order by the Purchaser and its subsequent acceptance by JBG-2, a written delivery or sale contract or orders made under a separate framework cooperation contract between the Parties, in terms of the delivery of the Subject Matter of the Contract.
11. End User – a natural person, organisational unit or legal entity purchasing the Subject Matter of the Contract directly from JBG-2 under the Contract or through a third party who is the Purchaser.
12. Defect – a physical defect in the Subject Matter of the Contract, arising from the reasons inherent in the Subject Matter of the Contract, as a result of which the usability of the Subject Matter of the Contract is reduced, taking into account the purpose specified in the Contract or another agreement, or resulting from the circumstances or purpose of the Subject Matter of the Contract, as well as when the Subject Matter of the Contract has lost the performances, the existence of which JBG-2 has assured the Purchaser.

3 Warranty Conditions

1. JBG-2 grants a 12-year Warranty in respect of the Subject Matter of the Contract.
2. Under the Warranty, JBG-2 undertakes to replace the defective Subject Matter of the Contract with a new one free of charge. The replacement shall be made by delivering a new Subject Matter of the Contract to the address of the original delivery of the defective Subject Matter of the Contract or to the address of the registered office of the Purchaser. JBG-2 also foresees the possibility of delivery of a new Subject Matter of the Contract to another address specified by the Purchaser, provided that in this case the Purchaser may be obliged to cover the costs of such delivery.
3. The elimination of the Defect under the Warranty shall take place as soon as possible, but no later than within 30 days from the date of recognition of the warranty claim by JBG-2. JBG-2 reserves the right to extend the time limit for the elimination of the Defect in the event of obstacles beyond the control of JBG-2. JBG-2 is also obliged, under the Warranty, to provide the Purchaser with technical support (from the registered office of JBG-2) to the necessary extent as a part of the implementation of the Warranty.
4. The Warranty period runs from the date of delivery established on the basis of INCOTERMS 2020 rules expressed in GSC.



5. (The warranty covers the unchanging quality provided that the installation, assembly, assemblage and use of the Subject Matter of the Contract according to its intended use and in compliance with the recommendations (instructions) of JBG-2 by the Purchaser or the End User.
6. The Purchaser may, in his/her own name, at his/her own responsibility, risk and expense, guarantee the additional warranty rights to the End User or extend the provisions contained in the GWC to the benefit of the End User.
7. JBG-2 shall not be liable towards the End User for representations and declarations, other than those contained in the GWC, concerning the Subject Matter of the Contract made by the Purchaser or the third parties.
8. In a situation in which the End User, in spite of being aware of the Defect, performed installation or assembly operations on the Subject Matter of the Contract, JBG-2 shall be released from liability under the Warranty.
9. Without prejudice to the provisions of sections 1 – 8, JBG-2 shall additionally grant a 25-year warranty to maintain the peak power level of the Subject Matter of the Contract, understood as a warranty granted by JBG-2 that the output power of the Subject Matter of the Contract shall not be less than 84% of the minimum peak power, occurring under standard test conditions, according to the technical data specification of the Subject Matter of the Contract, established by JBG-2.
10. As part of the warranty of maintenance of the peak power level of the Subject Matter of the Contract, JBG-2 undertakes to eliminate the irregularities within 30 days counted from the date of recognition of the warranty claim by JBG-2.
11. In the remaining scope not settled in sections 9 - 10 to the warranty of maintaining the peak power level of the Subject Matter of the Contract, the provisions on the Warranty shall apply respectively.

4

Exclusion of the Warranty

The Warranty and the warranty of maintaining the peak power of the Subject Matter of the Contract shall in particular not cover:

- 1) damages due to the improper use and storage of the Subject Matter of the Contract, not in compliance with the operating instructions;
- 2) mechanical damage and the defects resulting therefrom, as well as failures caused by the external factors such as: flooding with liquid, moisture (e.g., by precipitation or condensation in the variable temperatures), too high or too low temperature, lightning, fire, incorrect voltage in the electric network, the effects of chemical agents, as well as others being beyond the control of JBG-2;
- 3) in case of breaking and/or destruction of the serial number plate or the discovery of unauthorised repairs or system or design changes to the Subject Matter of the Contract;
- 4) periodic inspections, maintenance and repair or replacement of parts due to normal wear and tear (scratches, hard-to-remove dirt, worn down inscriptions, etc.)
- 5) a combination of the Subject Matter of the Contract with modules of other manufacturers with different parameters or design;



- 6) an introduction of modifications to the Subject Matter of the Contract not approved by JBG-2;
- 7) an incorrect connection/disconnection of the Subject Matter of the Contract or an assembly/installation performed contrary to the guidelines for the Subject Matter of the Contract or professional art;
- 8) damage or malfunction resulting from the use of non-original or remanufactured consumables;
- 9) a breakdown of the electrical supply;
- 10) an inadequate wiring;
- 11) a defective or partial operation of the Subject Matter of the Contract caused by a conflict or incompatibility between the installed Subject Matter of the Contract and the working environment and the influence of conditions outside the Subject Matter of the Contract, as well as breakdowns of the Subject Matter of the Contract caused by the operation or improper connection of other devices or installations that directly or indirectly have an impact on the operation of the Subject Matter of the Contract.

5

Warranty Procedure

1. All Defects should be reported only via e-mail, at the latest within 14 days from the date of disclosure of the Defect.
2. Warranty claims should be submitted to the following e-mail address: serwis@jbgpv.com.
3. The complaint should be accompanied by a detailed description of the Defect and photographic documentation duly showing the Defects reported by the End User.
4. A failure to observe the time limits for notification of the Defect shall be equivalent to a rejection of the warranty claim.
5. JBG-2 shall respond to the complaint in the form corresponding to the complaint within 14 days, counted from the date of receipt of complete documents and information necessary to process the complaint. The time limit for responding to the complaint may be extended by the time required to make a substantial and complete assessment of the complaint, however not more than 14 days.
6. In the absence of the possibility to provide the Subject Matter of the Contract of the same type, JBG-2 reserves the right to replace it with the Subject Matter of the Contract of a different type, provided that the Subject Matter of the Contract of a different type shall correspond to the quality and parameters of the replaced Subject Matter of the Contract.
7. In case where a warranty claim proves to be unfounded, all costs incurred by JBG-2, in connection with its submission by an entity entitled under the Warranty, shall be covered by this entity as for out of warranty activities.
8. A detailed description of the prices of services and items provided out of warranty shall be provided by JBG-2 to the Purchaser in each case, depending on the circumstances.



Liability

1. Customary insignificant deviations in colour and patterning or shape of the Subject Matter of the Contract from their patterns shall not give rise to warranty procedure.
2. Any further claims of the Purchaser to the fullest extent possible by law are excluded, in particular JBG-2 is not liable for damage suffered by the Purchaser (harm, property loss and lost profits).
3. The warranty liability of JBG-2 is limited to the value of the Subject Matter of the Contract.
4. JBG-2 is not liable for damages and losses resulting from the inability to use the Subject Matter of the Contract during the warranty procedure.
5. JBG-2 may refrain from performing its obligations under the Warranty in case where the Purchaser is in arrears with payments - if the End User is the Purchaser.
6. The lodging of claims for the Defects does not release the Purchaser from the obligation to make payment for the Subject Matter of the Contract within the agreed time limit.

Force Majeure

1. JBG-2 shall not be liable in case of a failure to perform its obligations under the Warranty, if this has been due to causes beyond its control, which could not have been foreseen at the time of concluding the Contract and which could not have been avoided due to an occurrence of Force Majeure.
2. The occurrence of Force Majeure shall entitle JBG-2 to suspend further performance of the Warranty for the duration of Force Majeure, and in case of a prolonged and arduous nature of Force Majeure, to withdraw from further performance of the Warranty.
3. In case where JBG-2 takes a decision within the scope of section 2, the Purchaser shall not be entitled to claims for damages due to an occurrence of damage or lost profits.



Final Provisions

1. To all matters not settled herein, the provisions of the GSC shall apply respectively.
2. The governing law in respect of the GWC shall be the Polish law.
3. Any disputes arising between the Parties shall be settled according to the Polish law, excluding the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980.
4. The court competent to resolve disputes arising from the performance of the GWC is the Polish common court having a jurisdiction over the registered office of JBG-2.
5. Invalidity or ineffectiveness of some provisions of the GWC fails to affect the validity or effectiveness of the remaining provisions.
6. JBG-2 reserves its right to amend these GWS at any time, on its discretionary, unilateral decision. The amended GWC shall apply within date indicated by JBG-2 or in case of no indication by JBG-2 of entering into the force date, on date of GWC publication on JBG-2 website.
7. In case where these GWC have been drawn up in a language other than Polish, in the event of a dispute, the GWC in Polish shall prevail.
8. The Purchaser is not permitted, without the consent of JBG-2, provide knowledge and information obtained as a result of commercial contacts with JBG-2 to the third parties in matters covered by the trade or business secret.

Contact Details:

Customer Service Department dedicated to the Polish Customers:

E-mail: info@jbgpv.com

Working hours: Monday – Friday 8:00a.m. – 04:00p.m.

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