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## WARRANTY CERTIFICATE

1-5	13/10/2020	4rd GENERAL REVIEW	RCA	JRFH	JRFH
1 - 4	20/11/2019	3rd GENERAL REVIEW	AF	JRFH	JRFH
1 - 3	03/06/2019	2nd GENERAL REVIEW	FJRD	JRFH	JRFH
1 - 2	22/10/2018	1ST GENERAL REVIEW	OEN	JRFH	JRFH
1 - 1	28/02/2017	INITIAL DOCUMENT	GCL	RCL	MCL
VER - REV	DATE (dd/mm/yy)	DRAFTED	ELABORATED	REVIEWED	APPROVED
					
DOCUMENT:  F C10.1			WARRANTY CERTIFICATE		
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**Warranty Certificate for \_\_\_\_\_**

**PROJECT\_\_\_\_\_**

**CUSTOMER LOGO**

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## 1. LIMITED WARRANTY OF NCLAVE PRODUCTS

This warranty covers all products supplied by NCLAVE to the CLIENT that are identified in the Supply contract signed by both sides, according to the data provided by the CLIENT, the current technical specifications and quality standard.

## 2. WARRANTY TERMS

1. Warranty period of **5 years** for every commercial element of the structure (engine, linear actuator, bearing set, basic electrical board, basic station, anemometer, cable tray, bolts and nuts, washers, clamps, bonding straps, etc.).
2. Warranty period of **10 years** for the structural set of elements which build the tracker up and have been supplied by Nclave.

## 3. WARRANTY CONDITIONS

The warranty begins on the date of the last structure delivery at our facilities or final destination, depending on the delivery method agreed in the Supply contract. This warranty is subject to the following exclusions and conditions:

1. NCLAVE does not warrant purely aesthetic appearance, specifically but not limited to, it does not provide warranty against corrosion purely aesthetic.
2. Damages resulting from the assembly and installation of structures when these activities are not performed by NCLAVE or the product has not been installed or maintained in accordance with the provisions established in the NCLAVE's Installation or Maintenance Manuals.
3. Misuse, neglect, accident, modifications, changes, works or attempted repairs by others.
4. Power failure surges, lightning, fire, flood, pest damage, accident, action of third parties, and any other force majeure events.
5. The warranty will not be applicable if the difference of potential between the metallic structure and the ground is modified due to an electrical installation made by the Client and was not considered in the design and calculation of the project. As a reference, for the application of the warranty, the difference of potential between the metallic structure and the floor, measured with a reference electrode copper/ copper sulphate must be higher than 850 mV before and after the electric connection of the plant.
6. This warranty is aimed to cover failures and faults attributable to the manufacturer and guarantees the repair in NCLAVE's factory or the replacement; but any and all costs (included but not limited to labour/transportation/accommodation, etc.) for returning, replacing or reinstallation for the tracker or components of the tracker are not covered by this warranty
7. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND; NCLAVE AND ITS SUBSIDIARIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED AT LAW, UNDER NO CIRCUMSTANCES WILL NCLAVE AND ITS SUBSIDIARIES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS,

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ARISING, DIRECTLY OR INDIRECTLY, FROM THE SALES OR USE OF ANY TRACKER(s), OR DAMAGE TO THIRD PARTIES OR EQUIPMENT OWNED BY THE BUYER, DUE TO BREAKDOWNS OR FAILURES ATTRIBUTABLE TO THE MANUFACTURE, WHETHER CLAIM IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

UNDER NO CIRCUMSTANCES SHALL THE LIABILITY FOR NON-CONFORMING TRACKER(s) EXCEED THE PURCHASE PRICE PAID TO NCLAVE AND ITS SUBSIDIARIES FOR THE PARTICULAR TRACKER(s) INVOLVED. THE RIGHTS AND LIMITATIONS HEREIN SHALL LEAVE UNAFFECTED ANY LEGAL RIGHTS EXISTING UNDER MANDATORY APPLICABLE LAW.

8. The warranty shall only apply, if the CLIENT has fully paid the materials supplied by NCLAVE.

#### 4. CLAIM PROCEDURE

1. All communications related to claims by the CLIENT must be made by mail or registered letter to the following address:  
Email address: [offersales@nclavegroup.com](mailto:offersales@nclavegroup.com)  
Registered post: Avenida de Burgos, 114. 2ª Planta. 28050 Madrid (Spain)  
All communications must include at least:
  - Name and project location
  - Fault description
  - Picture of the damaged element or elements label.
  - Copy of the project's warranty document stamped or signed by NCLAVE.
2. Any claim under this warranty must be communicated by the CLIENT within 28 days after the defect, object of the claim, has been or should have been noticed. NCLAVE shall not be liable for claims made beyond the 28-days term.
3. The CLIENT agrees to provide the personnel designated by NCLAVE with (i) access to the plant and (ii) any relevant record including, amongst others, records of the installation of the equipment, its annual maintenance, the anemometers in the plant and any other relevant data or information required by NCLAVE, within a period not exceeding 7 days from the request.
4. The repair or replacement of the tracker(s) or any specific component of the tracker(s) does not restart the term of this warranty.
5. Any dispute related to this warranty shall be governed by the law and subject to the jurisdiction designated in the Contract between NCLAVE and the CLIENT.

#### 5. TRANSFER OF GUARANTEES:

This warranty can be transferred to a third party upon previous written communication to NCLAVE, which shall attach the contractually required maintenance records.

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Jose Ramón Fernández Hernansainz  
**NCLAVE Renewable, S.L**