

1. Manufacturer

THALE sp. z o.o. sp.k. Wilimowo 2, 11-041 Olsztyn

Tax ID Number (NIP): 739 000 05 59 | REGON: 008,024,773

KRS (National Court Register Number): 0000029495 | District Court in Olsztyn

8th Commercial Division of the National Court Register

2. WARRANTY PERIOD

2.1 STANDARD WARRANTY PERIOD

• The standard warranty period is 10 years from the date of sale.

2.2 EXTENDED WARRANTY PERIOD

- The investor may exercise the option to extend the standard warranty for another 5 years (after meeting the conditions described in item 3.2).
- The manufacturer allows the warranty extension process to be used three times.
- Thus, the maximum warranty period (standard and extended) can be a total of 25 years.

3. WARRANTY CONDITIONS

3.1 STANDARD WARRANTY CONDITIONS

- The warranty is granted for the supporting structures for photovoltaic panels (hereinafter referred to as "Structures") in the event of defects specified in this document revealed during the warranty period.
- The warranty covers factory defects that impede the installation and operation of the Structures.
- Defects resulting from improper transportation, storage, assembly, and mechanical damage are not covered by the warranty.
- During the operation of the Structures, the manufacturer guarantees that defects such as cracks and profile deformations will not occur.
- The manufacturer guarantees that perforations due to corrosion will not occur during the warranty period.
- Corrosion spots, including those at the edges of profile cuts, are permissible as they do not affect the functional properties of the Structures; they result from the specific material used and the production technology.
- Discoloration on the surface of the protective coating due to weather conditions is permissible.

- After completing the assembly of the Structures, the authorized installer, as defined below, prepares an acceptance protocol with the investor. The protocol template is attached as Annex No. 1 to the installation instructions.
- An authorized installer is defined as an individual conducting business, a civil partnership, or a commercial company registered in the appropriate registry or register (CEIDG or the National Court Register) with the following PKD codes: 43.22.Z Installation of water and sewage, heating, gas, and air conditioning systems, or 43.21.Z Installation of electrical systems.
- The Acceptance Protocol signed by the authorized installer serves as the basis for exercising the Investor's/Customer's rights under the standard warranty.
- The prepared Acceptance Protocol confirms that the structure has been installed by the installer in accordance with the installation instructions and the project (if applicable).
- The Acceptance Protocol must be signed by both parties and stamped by the authorized installer, along with the date of signing the acceptance protocol.
- The condition for exercising rights under this warranty is the systematic and timely inspection of the Structures.
- Within one year from the date of signing the Acceptance Protocol and in each subsequent calendar year, the investor shall commission an inspection of the structure to the authorized installer.
- All dirt accumulating on the structure must be cleaned regularly, especially by following the recommendations and instructions of periodic inspections.
- After each inspection, the authorized installer completes the warranty inspection table with comments and confirms the inspection by signing, dating, and affixing the company stamp.
- Within 30 working days from the date of the inspection, the investor shall comply with any comments from the inspection.

3.2 EXTENDED WARRANTY CONDITIONS

- The extended warranty can only be applied to installations of 50 kWp and above.
- The warranty extension is granted based on an additional document issued by the Manufacturer.
- To obtain the extended warranty, the Investor submits a request to the Manufacturer for the extension of the warranty (Annex No. 1 to the warranty), along with the documents specified below. The request should be sent to: serwispv@niczuk.pl.
- The condition for granting the extended warranty is that the investor presents the warranty card with the completed inspection table and conducts the 10th inspection, which qualifies the Structure for warranty extension. The qualifying inspection is carried out by an authorized Installer, with the possible presence of a representative of the manufacturer.
- Extending the warranty for an additional 5 years does not exempt the investor from the obligation to conduct annual inspections as per section 2.2.
- The warranty does not cover defects resulting from improper operation or mechanical damage.
- During the operation of the Structures, the manufacturer guarantees that defects such as cracks and profile deformations will not occur.
- The manufacturer guarantees that perforations due to corrosion will not occur during the warranty period.
- Corrosion spots, including those at the edges of profile cuts, are permissible as they do not affect the functional properties of the Structures; they result from the specific material used and the production technology.
- Discoloration on the surface of the protective coating due to weather conditions is permissible.
- All dirt accumulating on the structure must be cleaned regularly, especially by following the recommendations and instructions of periodic inspections.
- After each inspection, the authorized installer completes the warranty inspection table with comments and confirms the inspection by signing, dating, and affixing the company stamp.
- The investor must address any comments from the inspection within 30 working days.



4. EXCLUSIONS FROM WARRANTY COVERAGE

4.1. THE WARRANTY GRANTED BASED ON AND ACCORDING TO THE PRINCIPLES OUTLINED IN THIS DOCUMENT DOES NOT APPLY IN THE FOLLOWING CASES:

- When the investor does not possess the warranty card with a completed inspection table and acceptance protocol.
- When the investor does not address the comments of the authorized installer recorded in the inspection table.
- When the Structure has not been installed in accordance with the installation instructions.
- When any intervention in the Structure during operation has not been carried out by an authorized installer and has not been approved by the manufacturer.
- When any of the following operations have been performed, such as cutting, grinding, drilling, bending of structural elements during assembly and during operation. If necessary for the correct installation of the installation, drilling is allowed, provided that the edges of the holes are protected with ZN-S-OF paint from Niczuk or paint with a minimum zinc content of 90%.
- If defects occur where the protective coating has suffered mechanical damage and has not been protected according to the installation instructions.
- In the event that the investor does not perform the required annual inspection as mentioned in section 3.1 and 3.2. A maximum delay of 30 days for each inspection is allowed. The deadline for conducting the required inspection may be extended to 30 days.
- When the installation has been carried out on damaged components.

5. WARRANTY CLAIMS

- All claims regarding the Structure are made through the Rackta platform's service and support section or via email at serwispv@niczuk.pl.
- In the case of a warranty claim submitted via email, the following must be provided: scans of the warranty card with the inspection table, acceptance protocol, sales document; a description of the nature of the claim, photographs, and the date of detecting the observed defect.
- The warranty claim must be submitted promptly after discovering the defect, but no later than within 3 days.
- Claims submitted after the specified timeframe in the above section will be considered negatively.

6. WARRANTY CLAIMS PROCESS

- The Manufacturer will review the warranty claim within 14 working days and inform the investor of the decision.
- In the event of a defect being identified and meeting the requirements outlined in this document, and upon a positive assessment of the claim, the course of action will be solely at the discretion of the Manufacturer. Each time, at the Manufacturer's discretion, the fulfillment of warranty rights may involve, alternatively: repairing the Structure, rectifying the defect, providing defect-free Structures, or granting permission for the investor to rectify the defects at the Manufacturer's expense.

STANDARD WARRANTY

Inspection no.	Date	Repairs	Notes	Signature of authorized installer
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

EXTENDED WARRANTY

Inspection no.	Date	Repairs	Notes	Signature of authorized installer
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

 $^{^{*}}$ All repairs must be documented according to the protocol available on the manufacturer's website. Undocumented repairs are not subject to warranty.