

Naked Energy Limited's Warranty Wording

Naked Energy Ltd ("Naked Energy") hereby grants the following Limited Warranty to the customer (the "Customer") for any of the specified (and no other) brand models listed below (the "Warranted Products"):

1. Warranted Products

- 1.1 This limited warranty shall only apply to the following products
- (a) Virtu^{HOT} Solar thermal collectors (including both the HD and non-HD versions)
 - (b) Virtu^{PVT} Hybrid Solar photovoltaic-thermal collectors (including both the HD and non-HD versions)
- 1.2 This warranty does not apply to other parts, products or equipment that was not manufactured by Naked Energy

2. Warranty

- 2.1 Naked Energy warrants that the Product(s) will be free from defects that materially impede their functioning for the duration of the Warranty Period

3. Conditions of the Warranty

The following conditions shall have been met in order for the warranty to be valid:

- 3.1 At the point of delivery the customer must have visually inspected the Product(s) and provided written acceptance of the goods
- 3.2 The system design must follow the guidelines set out in the Product Installation Manual, including for example:
- (a) A suitably sized expansion vessel and automatic pressure relief valve (PRV), to accommodate the pressure fluctuations that occur both during normal operation and in an overheating (stagnation) event
 - (b) A heat dump (for example a fan cooled radiator or ground loop) with controls to ensure the fluid circulating through the collector array is maintained below its maximum recommended temperature (100°C for Virtu^{HOT}, 80°C for Virtu^{PVT}), including during times of low or zero heat demand
 - (c) A system controller, data logger and sensors to enable monitoring of the array, including system pressure, flow rate and temperature.
 - (d) Virtu^{PVT} collectors should not be exposed to voltages in excess of the maximum system voltage of 50 V. This can be achieved e.g. by using a microinverter (see Virtu^{PVT} Product Installation Manual).
- 3.3 The system must be Installed, commissioned, operated and maintained in line with Product Installation Manual, and in particular:
- (a) Fluid pressure (water or glycol) must be maintained in a suitable range to allow the pumps to operate reliably and to maintain pressure at the collector, which is typically in the range 1 to 3 bar. If pressure falls below minimum 1 bar, an automatic or manual top up of the fluid must be carried out to return the pressure to the normal operating range.
 - (b) The system should be maintained and regularly inspected for faults according to the scope and frequency specified in the Product Installation Manual. If the controller shows a fault, an automatic alert should be sent to the contractor responsible for system maintenance, who should address the fault issue before any damage can occur to the system.
 - (c) When the Virtu collectors are being heated by the sun, fluid circulation should be maintained and any excess heat removed to ensure the fluid circulating through the collector array is maintained below the maximum recommended temperature (100°C for Virtu^{HOT}, 80°C for Virtu^{PVT}).
 - (d) If stagnation (no fluid flow) in sunny conditions does occur, the collectors should be allowed to cool before circulation of much colder fluid is re-started, to avoid a thermal shock that could damage the heat exchanger and vacuum feed-throughs. A thermal shock may occur if the collectors are more than 40°C hotter than the circulating fluid.
 - (e) If air temperature falls below 5°C, measures should be taken to avoid freezing of the circulating fluid (such as use of a suitable glycol mixture), which could result in frost damage to the collectors.
- 3.4 The Warranty must be registered with Naked Energy. The following documents must be completed by a suitably qualified solar thermal installer and approved by Naked Energy in order to register the warranty:

- (a) Design documents including
 - (i) System schematic
 - (ii) Control and monitoring strategy (including temperature control, pressure control and legionella)
- (b) Installation, operation and maintenance documents including
 - (i) Installer details and qualifications
 - (ii) Signed off Commissioning checklist (contained within the *Product Installation Manual*)
 - (iii) Operation and maintenance plan
 - (iv) Name and contact of onsite system owner

4. Process and Information required to enact a Warranty claim

The Customer must notify Naked Energy immediately upon becoming aware of the defect in writing (by email or letter) and shall provide the following information (in addition to those listed in section 3.4) as soon as is reasonably possible in order to for the Warranty to be valid:

- 4.1 The numbers, serial numbers, proof of purchase of the collectors in question
- 4.2 Design details, evidencing compliance with the *Product Install Manual*
- 4.3 Evidence of Operation and Maintenance, including evidence of the inspections detailed the *Product Installation Manual*
- 4.4 Evidence of the defect(s) as follows:
 - a) Photographs of the defective Product(s) highlighting the location of defect(s), the serial number where available and a close up photograph of each defect.
 - b) A written description of each defect
- 4.5 Verifiable data to demonstrate
 - a) the system has always operated within the normal operating conditions and that there have been no thermal shock or fluid freezing events
 - b) the Product(s) has been affected by no more than 2 stagnation events per year of operation (each stagnation event is a period of between 0.5 and 8 hours where any part of the collector temperatures exceed the maximum recommended temperature [100°C for VirtuHOT, 80°C for VirtuPVT])
 - c) continuous control and monitoring of the system for the entirety of systems lifetime since commissioning (to enable demonstration of clauses 4.5 (a) and 4.5 (b)). Monitoring data must have been recorded at intervals of 15 minutes or less, and must include:
 - (i) System pressure on primary circuit that includes the solar collectors.
 - (ii) Flow rate on primary circuit that includes the solar collectors.
 - (iii) Temperature at the outlet from the solar array. This sensor must be no more than 3 meters from the outlet pipe manifold of the last solar collector in the array circuit.

5. Warranty Exclusions and Limitations

- 5.1 The Warranty shall not be considered valid where:
 - (a) there has been a failure by the customer to meet any of the Conditions of the Warranty
 - (b) the customer has not paid the purchase price to Naked Energy or its subsidiaries or commercial partners
 - (c) there are defective components in the construction on which the Naked Energy product is mounted
 - (d) the Product(s) type, nameplate or serial number is changed, erased or made illegible
 - (e) the Product(s) has been used in such a manner as to infringe Naked Energy or any third party's intellectual property rights
- 5.2 The warranty does not cover any defects or damage resulting from
 - (a) Extreme thermal or environmental conditions or rapid changes in such conditions
 - (b) Corrosion or oxidation or influence from chemical products
 - (c) Extreme weather, such as high winds or hail beyond the limits qualified within the Solar Keymark testing
 - (d) Wilful or accidental damage, negligence, abnormal working conditions, bird, other animal, sports or vandalism damage that places stress on the product beyond the limits qualified within the Solar Keymark testing
 - (e) Misuse or alteration or repair of the Product(s) without approval including unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts
 - (f) Any information, drawing, design or specification supplied by the Customer
 - (g) a Force Majeure Event such as a lightning strike, earthquake, fire, flood, etc
 - (h) other acts beyond Naked Energy's reasonable control

6. Repair, Replacement or Refund Remedy

Where the warranty is determined to be valid:

- 6.1 As Customer’s sole and exclusive remedy under this Limited Warranty, Naked Energy will within thirty (30) Business Days of notification of the defect and receipt of all relevant information and data, at its sole discretion, either, with regard to the applicable Product(s):
 - (a) Refund the current market price of the relevant Product(s) or its successor product, or
 - (b) Repair the defective Product(s) at no charge to the Customer, or
 - (c) Replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge
 - (d) Provide additional tubes Product(s) to rectify the defect
- 6.2 Naked Energy shall bear all insurance and transportation charges associated with the delivery of materials or Product(s) where Naked Energy elects to repair or replace the defective products
- 6.3 The Customer shall bear the costs for returning defective Product(s) to Naked Energy and shall be able to claim reimbursement for these charges which shall be payable to the Customer
- 6.4 The warranty period(s) shall not extend or renew upon the repair or replacement of a defective Product by Naked Energy
- 6.5 All other claims under this Limited Warranty against Naked Energy shall be excluded. Under this Limited Warranty, Naked Energy is not responsible for any special, incidental or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.
- 6.6 This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Customer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which the Customer may be entitled by agreements with such third parties or by law.

7. Warranty Period

- 7.1 The warranty period shall commence at the “Warranty Start Date” which shall be considered as the date of delivery of the Product(s) to the Customer
- 7.2 The standard length of the Warranty shall be 5 years from the Warranty Start Date, subject to the conditions contained within the Naked Energy Limited's Warranty being met
- 7.3 The length of the warranty will be extended by 5 years to 10 years in total from the Warranty Start Date where:
 - (a) the installation is completed by a Naked Energy Preferred Delivery Partner, or Naked Energy Accredited Installer
 - (b) a Naked-Energy approved Operation & Maintenance contract is provided

In summary:

Warranty	Length	Conditions
Standard	5 years	<ul style="list-style-type: none"> ▪ Standard terms of the warranty are met
Enhanced	10 years	<ul style="list-style-type: none"> ▪ Standard terms of the warranty are met and ▪ Installation is completed by a Naked Energy Preferred Delivery Partner, or Naked Energy Accredited Installer and a Naked-Energy approved Operation & Maintenance contract is provided