

GENERAL BUILDING SpA

Capitale sociale € 1.000.000,00

Sede e stabilimento: Via Roncolina, 3 - 60020 POLVERIGI (AN)

Contatti: Tel 071 9090261 – Fax 071 9090714 – Web www.fotovoltaici.org

CONTRACT AGREEMENT FOR THE MAINTENANCE SERVICE AND INVERTER WARRANTY UP TO 20 YEARS (so-called Super Service Contract)

Including the following services:

- 1. MONITORING OF ENERGY PRODUCTION;**
- 2. GSE DATA COMMUNICATION SERVICE;**
- 3. MAINTENANCE SERVICE AND INVERTER WARRANTY UP TO 20 YEARS;**
- 4. PARK MAINTENANCE AND PHOTOVOLTAIC MODULES CLEANING SERVICE;**

Between

con sede legale in _____ cod. postale _____,
Via _____ n. _____ codice fiscale e partita IVA
_____, in persona del legale rappresentante,
Sig. _____,
hereinafter the '*Client*'

&

GENERAL BUILDING SPA

con sede legale in 60020 Polverigi, Via Roncolina n. 3, codice fiscale e partita IVA
02426720427, in persona dell'Amministratore Unico Sig. Maracci Marco,
(hereinafter the '*Supplier*')

Given that:

a) The customer is the owner of a PHOTOVOLTAIC POWER PLANT OF kWp_____ REALIZED by General Building Spa in the field registered in the Land Registry of the Municipality _____ of _____, City _____ of _____ Page _____ particles _____

b) Without prejudice to the statutory warranty provided by General Building Spa in the quality of building Company (Annex A), the Client intends to commission to General Building Spa a Global maintenance Contract on the same power plant, for a minimum period of 5 years.

1. OBJECT OF THE CONTRACT

With the global maintenance contract in question (hereinafter called "the Contract") the Company 'GENERAL BUILDING Spa is committed to provide the Client the **global maintenance** of the power plant indicated under letter a) **for a minimum period of 5 years.**

2. DURATION OF THE CONTRACT AND EXTENSION

The minimum duration of this contract is **5 years**, starting on the date of subscription of the same. The parties will therefore exclude the right of withdrawal for the first 5 years, except in cases of breach of contract.

This contract is renewable thereafter between the Parties in sequent periods of 5 years, until the end of the activity of the power plant.

3. RIGHT OF WITHDRAWAL

The right of withdrawal is given to the Parties starting from the 6th year of life of the present Contract and must be exercised with 6 months advance written notice to the other Party. The maintenance contract runs from the date of connection to the national grid (so-called 'connection') *or* from the date of signature of this contract (if later than the connection).

4. SERVICES INCLUDED IN THE GLOBAL MAINTENANCE SERVICE

4.1. MONITORING OF PRODUCTION

This service includes:

- a. Installation of the monitoring system on the inverter;
- b. Constant monitoring of the production of the photovoltaic 365 days per year by the General Building Monitoring Office via remote control;
- c. Enabling the Client to constantly monitor the power plant's energy production via the web, using the access data provided;
- d. Monthly Report on Monitoring energy production sent by email to the customer (attached to the present Contract);

4.1.1 Energy Production Stand-by

In the event that the Monitoring Office detects a **stand-by in the energy production** of the plant, via the remote monitoring system, it will give prompt notice to the Client via SMS / EMAIL (chosen by the Client).

4.1.2. On-site intervention

Where the Monitoring Office detects energy production errors through the monitoring system installed, it will send an expert on the site for the control of the inverter in order to activate the warranty and repair the malfunction in the manner prescribed in Article 6 of the this contract.

4.2. GSE DATA COMMUNICATION SERVICE

With this Service General Building SpA undertakes to perform the monthly production data communication to the GSE **on the 5th day of each month** (*Measures process via the web*) in order to allow the GSE to issue the **incentive rate by the same month**. This service is provided by General Building Spa by replacing the National Electric Company "ENEL DISTRIBUTION SPA".

4.3.1. MAINTENANCE SERVICE AND 20 YEARS WARRANTY ON THE INVERTER GROUP.

The inverter group which is the object of maintenance and twenty-year warranty is composed of No _____ Inverter _____ including the related field interface cabinets, and all the other electrical components.

4.3.1. Maintenance of the inverter group

This service offers a program of on-site maintenance of the inverter group for the duration of this contract, which includes:

- a) Cleaning and replacement of filters intake air of the inverter (when necessary);
- b) Cleaning of the electrical panel and electrical devices from dust and dirt (annual);

- c) Checking tightness of electric power connections (annual);
- d) Examination of the environmental working conditions of the system such as humidity, infiltration, temperature, and others (annual);
- e) Checking wear conditions and possible replacement of major mechanical components, such as fans, filters and network of field drains and fuses; ductile and capacitive components and electronic components of the inverter (annual);
- f) Test operation of protective devices and safety circuits (every two years).

4.3.2. Warranty on the inverters

With this contract the General Building Group **guarantees** the operation of the inverter group for the duration of this contract.

During the period of coverage of this warranty if any defects to the inverter equipment is detected, the same will be repaired and / or replaced on site by technicians from General Building Spa in collaboration with the technicians from the manufacturer of the inverters.

General Building has **48 hours** to intervene on site from the fault detection. The reparation time cannot exceed **144 hours** from the detection of the fault . During this time GENERAL BUILDING SpA has to replace the inverter/inverter equipment with an equivalent model system.

Whereas the reparation period covers more than 144 hours, **the loss of gain** will be recognized and reimbursed to the Client by General Building Spa. The loss of gain reimbursed covers the period which goes from the 145th hour until the time in which the facility is at full capacity again.

The amount of reimbursement is the **sum** of the missed **incentive rate** (Euro) and missed **sale of electricity** (documented by the customer).

Since the power plant is under constant monitoring 360 days / year it is clear that interventions must be **timely and effective**.

4.4. PV MODULES CLEANING SERVICE AND PARK MAINTENANCE SERVICE

With this service GENERAL BUILDING SpA is committed to ensure the **cleanliness** of the photovoltaic modules and **cutting the grass** in the park.

- **Cleaning photovoltaic modules** means washing them with enforced water machine without the use of additives on the surface of the photovoltaic modules.

The cleaning of the modules will be made **2 times per year**, plus a third intervention where it is deemed necessary.

These actions will be executed when the system needs to be cleaned in order to keep the production constantly high.

- **Cutting grass** means mowing or other the cultural practice necessary to prevent the grass or other natural vegetation on the field where the solar park is located, which could cause solar shading to the modules.

Whereas the modules would need any special cleaning due to weather conditions (rain containing sand, dust, etc. etc.) or environmental conditions (dust deposits from nearby agricultural processes or another unpredictable events) any extra cleaning **intervention** will have a cost of Euro **3.000,00 + VAT**. The payment will be made through Bank Receipt within **30 days** from regularly issued invoice.

5. DUE AMOUNT AND METHODS OF PAYMENT

For the services included in the present Contract, the Client has to correspond an annual amount of Euro _____ + 21% VAT to be paid by bank transfer and / or bank receipt no later than _____ / _____ (dd / month) each year.

In addition, the customer will pay a *una tantum* fee for the following services:

a) installation of the monitoring system: Euro _____

b) installation of the measuring system of GSE: Euro _____

The payment of points under a) and b) must be made by bank transfer and/ or bank receipt within 30 days from the invoice.

_____, _____

The Client

The Supplier

General Building SpA

Date of ENEL grid connection of the power plant : ___/___/___

Supplier Contacts

General Building S.p.a.

Via Roncolina n.3

60020 Polverigi (AN)

genralbuilding@fotovoltaici.org

Tel. 071/ 90 90 261

Fax 071/ 90 90 714

Ufficio Manutenzioni & Monitoraggi

Giacomo Romagnoletti

service@fotovoltaici.org

Tel. 337 / 65 61 15

Client Contacts

Ditta :

Indirizzo:

Mail:

Tel.

Fax.