

Promotion of Renewable Energy Sources in the Domestic Sector – PV Grant Scheme 2016/PV

Guidelines – Call for applications

In order to further encourage the use of renewable sources of energy for domestic use, the following Grant Scheme has been launched. The scheme is part financed by the European Regional Development Fund.

GRANT SCHEME

Introduction

The application for a grant is made by the Applicant as defined in these guidelines and conditions and the contractual arrangements are between the Applicant and the scheme administrator (Regulator for Energy and Water Services). The application form is divided in two parts:

- Part A concerns the application for the grant which must be filled in by the Applicant **PRIOR** to the purchase of the technology.
- Part B is the request for reimbursement which must be completed by the Applicant **AFTER** the purchase (including payment, installation and commissioning of the equipment).

It is important that Applications (Part A (Application for Grant) and Part B (Request for Reimbursement)) are to be submitted online, by mail or by hand personally by the Applicant or by an adult member residing in the same household of the Applicant at REWS offices during the period established in the Notice in the Government Gazette. Applications by retailers will not be accepted.

Part A will be processed and available funds shall be allocated, in accordance with the Notice in the Government Gazette.

Steps in Applying for the PV Grant Scheme

Step 1

It is important for the Applicant to read all sections of these guidelines and the conditions attached to this scheme, in detail.

Step 2

It is recommended that Applicants assess the electricity demand of the household, roof space and sun exposure to determine the appropriate type and size of the system required.

Step 3

It is the Applicant's responsibility to ensure compliance with Planning Authority guidelines and the relevant planning permission on the installation of renewable energy equipment¹ (where applicable). In case of doubt, it is advisable that an architect is consulted.

Step 4

Fill in Part A of the grant scheme application form, and submit to the Regulator for Energy and Water Services (REWS) together with the required documentation, online, by mail or personally by hand at REWS offices. Note that at this stage, the application is not yet assessed, much less approved. Part A of the application must be approved by the Regulator for Energy and Water Services (REWS) and a grant offer letter sent to the Applicant **before** start of works. The Applicant should note that if it transpires that a permit is required and has not been sought, the grant offer may be withdrawn, and/or recovered (if already paid by REWS). REWS officials or its agents may inspect the site of installation. The Regulator for Energy and Water Services issues an acknowledgement for the receipt of application.

Step 5

In case of acceptance:

If the scheme criteria are met and the application is successful the Applicant will receive a **grant offer letter**. At this stage the Applicant may purchase and install the system. Details of successful applications may be published on the website. The Applicant should fill in the REWS notification form for Photovoltaics and feed-in tariff application and submit it to the REWS.

In case of rejection

A letter of rejection will be sent to non-compliant Applicants. The reason for rejection will be indicated on the letter. Any requests for review from rejected Applicants will be assessed by a Review Committee specifically appointed to hear objections from

¹ Available online from: www.mepa.org.mt/file.aspx?f=965

decisions made under this scheme. Applicants will be informed of the Review Committee decision.

Step 6

When the installation of the PV system has been completed, the Applicant should fill in Part B (request for reimbursement) including all required documentation. Part B must reach the REWS within the date indicated on the grant offer letter. Please make sure that payments by the Applicant to the retailer are made by bank transfer or by cheque or similar traceable methods and made from accounts in the name of the applicant (solely or together with other members of the same household). Transfers from bank accounts which indicate usage for non-residential purposes (eg business) (in the name of the account or the account holder) are not eligible.

Step 7

Following the receipt of Part B from the Applicant, the Regulator for Energy and Water Services will assess the request for reimbursement and the details of the installed system against information provided in the original pre-purchase application (part A of the application). The Planning Authority may inspect the installation at this stage.

Step 8

Payments of grant schemes will be processed after receipt of a fully and correctly completed Part B - Request for Reimbursement including all required attachments. The grant will be paid to the Applicant by bank transfer. The REWS will use the bank details provided by the Applicant. The Applicant is responsible to ensure that the details of the bank account are correct.

Step 9

Following payment, the applicant will still be required to participate in any audits that may be carried out during the durability period.

Grant Scheme Conditions

1. Interpretation

In this Scheme, unless the context otherwise requires:

‘Applicant’ means any person, who is a resident of Malta and is 18 years of age or over on the day of application and has made an application for a grant in terms of this Scheme;

‘application’ means an application for a grant made in such manner as required by the Regulator and in terms of this scheme;

‘Regulator’ and ‘REWS’ mean the Regulator for Energy and Water Services;

‘compliance with planning permission requirements’ means that the PV installation (and the building where this installation is sited) complies with a valid development permit, or is permitted development under the Development Notification Order;

‘date of purchase’ means the date on the last fiscal receipt relating to the full payment of the purchase price;

‘domestic use’ means the use made of a system at a residential property, which property is used by an applicant for residential or habitation purposes and does not include use by landlords or developers, or persons carrying out an economic activity (other than the generation of electrical energy from photovoltaic systems) at the place where the system is to be installed;

‘durability period’ means the period between date of purchase and 2023 or five years after the termination of the scheme, whichever is longer;

‘effective date’ means any date during which applications shall be accepted as indicated in the Notice in the Government Gazette;

‘Electrical annual output energy in kilowatt hours/year (kWh/year)’ means the expected annual power output for the system in its installation location, as calculated by the retailer to be the average output for any one year over the first five years of operation;

‘fiscal receipt’ means a receipt as defined in the Thirteenth Schedule of Chapter 406 - the Value Added Tax Act, Act XX111 of 1998 as subsequently amended - and also includes any regulation made by the same Act;

‘Malta’ means the Maltese Islands;

‘Members of the same household’ of a person are those persons who ordinarily reside in the same residence - whether related or not to applicant or each other.

‘owner’ includes ‘joint ownership’, ‘emphyteuta’ includes ‘joint-emphyteuta’ and ‘tenant’ includes ‘joint-tenant’, and ‘emphyteuta’ includes ‘sub-emphyteuta’ and ‘tenant’ includes ‘sub-tenant’;

‘property’ means the location where the system is installed;

‘PV system’, ‘PV systems’, ‘system’, ‘systems’ or ‘equipment’ mean eligible technology as specified elsewhere in these guidelines;

‘start of works’ means the earlier of either the start of construction works relating to the investment, or the first legally binding commitment to order equipment or any other commitment that makes the investment irreversible. Buying land and preparatory works such as obtaining permits and conducting feasibility studies are not considered start of works;

‘termination date’ shall mean the date applications stop to be processed as indicated in the Notice in the Government Gazette;

‘termination of scheme’ means the date when project being implemented by REWS is closed;

‘you’ or ‘your’ refers to the individual named as the Applicant in the application.

2. Area of applicability

This Scheme applies to the eligible expenditure that is incurred on the purchase of an eligible technology purchased by an eligible Applicant and installed and fully operational in Malta, for which an application has been made on an effective date and which application was approved by REWS. Grants will **not** be payable in respect of technologies installed in caravans, boats, boathouses or parts of buildings not for residential use.

3. Eligible Applicant

This particular scheme is open only to private individuals (natural persons) for use on their residential properties, and for organisations that are not carrying out an economic activity other than the generation of electrical energy from photovoltaic systems for use on communal residences.

To be eligible, an Applicant must:

- have obtained planning permission (as required) for the installation prior to installation;
- be the owner or an emphyteuta of the property OR the owner of a long leasehold interest in the property (i.e. a leasehold term with more than the durability period remaining) with all necessary consents from the owner of the property. If the applicant is a joint owner of the property, the applicant is entitled to apply for a grant on behalf of the other joint owners provided they have agreed to the applicant doing so and will comply as necessary with all of these terms and conditions. The property must be used principally by the applicant or his/her family for his/her own private residential purposes. The applicant is not entitled to receive a grant if the property is used principally for business purposes, including the letting of the property on a commercial basis (even if the tenants' use of the property will be residential);
- not obtain other grants or subsidies for this system or the same technology from any other schemes that include national or public funds such as Government of Malta funds or EU funds. This applies equally to the Applicant or any member of the same household;
- not be applying on behalf of an enterprise and not be a landlord of the property where the system is installed;
- provide the REWS with a personal bank account (which has the applicant as an account holder) to enable transfer of the grant amount directly to the applicant's account;
- allow relevant organisations involved in the implementation and control of this scheme including: REWS, representatives from the Managing Authority and (local and EU) Auditors to inspect the photovoltaic installation within the Applicant's residence after due notice is given.;
- accept that the Applicant's data together with the eligible grant amount may appear on public documents or published on the REWS website;
- connect the photovoltaic installation to the Enemalta grid and undertake proper and continued operation as well as maintenance of the same equipment;

- in relation to this system, not make any arrangements with independent or governmental organisations (or groups, associations, etc.) for offers, financial or in kind, including any good or service such as gifts, white goods, other goods/appliances, equipment, services, vouchers, group discounts or subsidies, subsidy on bank loans etc. that are not indicated clearly as such on the application form.
- not exercise the right to obtain, or has not obtained any tax rebate, deduction including deductions of input tax credit from the output tax in terms of the Value Added Tax Act (Cap 406), or other tax refund however so described, with regard to the eligible expenditure made in relation to the purchase of the system.

The Applicant shall present a valid electricity bill, issued in his/her name for the premises where the technology is to be installed, where the electricity tariffs paid are denoted as residential. The name of the Applicant and the service address should refer to the site where the system is to be installed. The date of issue of the electricity bill should be within the last 12 months prior to application. The Applicant may also submit a statement signed by a Water Services Corporation or ARMS Ltd official confirming that an electricity account exists but a bill cannot be issued and provide details of the account holder, consumer scheme and service address.

In case there could be ambiguities about the address, Applicants are advised, or may be requested, to provide a site map with a clear indication of the installation address. This is required to ensure that the technology is installed in a local residence and to permit Regulator for Energy and Water Services (REWS) and other relevant organisations (EU and national) involved in the management and control of the funds, to perform on-site inspections.

Other members of the same household may not apply for a grant for the same technology (i.e. photovoltaic panels). Households that have already benefited from, or have an open grant offer under a similar PV scheme are not eligible to apply for a grant.

Lack of adequate sun exposure of the PV panels may disqualify an installation or lead to recovery of funds since the PV would not be generating electricity.

4. Eligible expenditure

The equipment must be fully owned and paid in full by the Applicant and cannot be encumbered or subject to any legal claims by third parties. The total expenditure to be reported in the quotation should include all costs required to have a fully operational system.

The expenditure to be claimed must be in respect of the purchase price as shown on the original fiscal receipt in terms of Article 51 of the VAT Act. This final price must correspond to the real expense incurred for such purchase and must reflect any discounts, credit notes, gifts or any other form of payment or advantage, present or future in favour of the Applicant over and above the real purchase price of the equipment.

The eligible expenditure is:

the sum of costs (including VAT) of:

1. Photovoltaic generation equipment;
2. Inverter: Inverters must be rated for the size of total kWp of photovoltaic modules installed. Systems where the ratio of inverter nominal ac power at standard testing conditions (STC) is not between 0.8 and 1.2 times the array nominal power shall not be eligible for the grant; and
3. Support frame;

less:

4. the value of discounts or offers, financial or in kind², relating to this equipment or system.

The ineligible expenditure includes costs (including VAT) of:

1. any extended warranty beyond the standard warranty that installers are required to provide free of charge;
2. any other materials, works or other costs such as, but not limited to, any cost of wiring, reinforcement and installation;
3. permits or certification;
4. for overseas purchases, the duty charges for local importation. The price is to be shown on the receipt/s.

Applicants are to note that REWS has the right to reject applications in cases where both eligible and non-eligible expenditure do not reflect current market prices. Furthermore, the grant shall also be capped at ((€3800 times kWp) minus actual cost).

Quotation Itemisation

It is up to the Applicant to ensure that the quotation includes all details below as well as the identification of the seller (including VAT number) and identification of customer. A sample quotation itemisation is shown in annex 2. While it is not required that quotations follow the sample format exactly, quotes that do not include all details listed clearly and identifiable and segregated, will not be accepted. This, in particular, applies to the value of discounts and offers, even if amount is zero.

- Retailer Company Details including name, address and VAT No.
- Clients details including name and installation address
- Quotation number and date
- Number of Modules
- Wattage per Module
- Module Manufacturer and model
- Inverter model and manufacturer
- Electrical output power in kilowatt peak (kWp)
- Electrical annual output energy expected at the installed location (kWh/year)
- Cost for Photovoltaic Modules for complete system
- Cost of Inverter
- Cost of Support Frame
- (Discounts)³

² Examples: any good or service such as gifts, white goods, other goods / appliances, equipment, services, vouchers, etc.

- (Offers financial or in kind)⁴
- Sub-total eligible expenditure
- Cost of Installation and certification
- Sub-total non-eligible expenditure
- Statements that a standard guarantee as per sample in Annex 3 will be provided, in addition to the legal and manufacturer's guarantee;

4.1 Purchases from the Local Market

Local Payments by the Applicant to the retailer would have to be made by bank transfer or by cheque or a similar traceable method. Payments should only be made from accounts in the name of the applicant (solely or together with other members of the same household). Transfers from bank accounts which indicate usage for non-residential purposes (business accounts) (in the name of the account or the account holder) are not eligible. The respective proof of payment would be the fiscal receipt issued according to law. The fiscal receipt is to be submitted with Part B of the Application form. The Applicant also needs to submit an invoice with an itemisation of the total price shown on the receipt, together with copies of e-statements, cleared cheques image or similar proof of payment.

4.2 Purchases from the Foreign Market

In case of overseas purchases, the expenditure to be claimed should be in respect of the purchase price shown on the receipt. The expenditure to be claimed should be based on the conversion rate featuring on the bank transfer and excluding any bank charges. Expenditure must also be supported by the original bank transfer issued by a financial institution. In cases of payments made by electronic means, an official bank document such as a Statement of Account must be presented. The original bank transfer statement endorsed by the bank (stamped and signed) is to be submitted with Part B of the Application form.

Note: it is the responsibility of the applicant in such cases, to ensure that the equipment remains in operation for the durability period and to ensure that the necessary guarantees and/or insurance cover are obtained from the supplier.

5. Eligible Technology

Grants under this call are only available in relation to the following types of micro-generation technology:-

- new solar photovoltaic complete system, grid connected, with an installed capacity of more than 0.5kW;

Applications for parts of systems are not eligible.

³ Discounts are to be deducted from the eligible expenditure.

⁴ Examples: any good or service such as gifts, white goods, other goods / appliances, equipment, services, vouchers, bank loan interest subsidy etc.. These are to be deducted from the eligible expenditure.

The chosen technology model and manufacturer must be registered with the REWS in accordance with Government Notice 52 of 2010 as amended by Government Notice 340 of 2015. The registered list of manufacturers and models is accessible on www.rews.org.mt⁵. The product manufacturer is the company that makes the product. The model is the version of the product that has been selected for use. It is the responsibility of the Applicant to ensure that approved products are used. All photovoltaic installations must be grid connected and remain so for the durability period.

6. Manner of application and supporting documents

- (i) Applications under this Scheme shall be made by the Applicant in the form, set out in the Schedule to this Scheme and shall contain all the information, details and documents as required in the said form and in terms of this Scheme. Applications as submitted will be the basis for acceptance or otherwise and cannot be changed.
- (ii) Prospective Applicants who intend to import systems directly are also urged to pre-register their systems themselves PRIOR to making any commitments. Full details of the overseas retailer from whom the system is imported must be given and Part I of the application form for Registration as a Participating Retailer may be sent by e-mail. The Regulator for Energy and Water Services will need to verify all overseas purchases.
- (iii) Only those applications that are found to conform to all the provisions of this Scheme shall be eligible for payment of the grant. An application shall not be deemed to have been submitted unless it is full and complete and unless it contains all the information and is accompanied by all the documentation requested therein.
- (v) The REWS requires full details (entered into the relevant forms or attached as required) to assess applications and reserves the right to suspend processing of incomplete applications until all necessary details have been provided. The REWS will advise any Applicant so affected of the necessary details required to complete an application. The REWS may contact other Government Departments to verify that the information submitted in the applications is correct.

IMPORTANT NOTE: Applicants are advised not to enter into a binding contractual commitment or otherwise pay out any money (including any deposit) in relation to the purchase of a technology or the carrying out of any installation work (other than certain preliminary ground or civil works) before receiving a grant offer letter. Failure to comply with this requirement will prejudice the application and the grant. In such cases, the Applicant will have to pay the full cost of the technology/installation work him/herself.

⁵ The registered list may also be obtained from REWS offices.

7. Grant Claim Deadline

Grants are valid for **8 months** from the date of the grant offer letter. The Part B application should be submitted to the REWS within the timeframe indicated in the grant offer letter.

It is strongly recommended to confirm with the installer an installation date for the system chosen. If the installation has not been completed within the given timeframe, the grant will expire and a claim cannot be made. If one is unable to commit to installing the system within the timescales outlined above, the application will not be considered as valid. Extensions of the installation period will only be considered in case of duly justified cases outside the control of the Applicant.

8. Grant payable under this Scheme

The applicable rate and grant is stipulated in the Notice in the Government Gazette announcing this call.

9. Payment of Grant

Once all criteria are met and an 'Part B – Request of Reimbursement has been approved, the application will be passed for payment and the relevant grant amount will be made by bank transfer using the bank details provided by the Applicant. The correct bank details shall be provided to the Regulator by the Applicant for this purpose.

10. Duration of the Scheme

Applications shall continue to be received during the effective dates unless modified/terminated beforehand by means of a Notice in the Government Gazette, and may be renewed as deemed necessary. New calls under this scheme may be issued subject to availability of funds.

11. Amendments to the Scheme

The Regulator for Energy and Water Services shall have the right to make any amendments to this Scheme by a notification in the Government Gazette or to publish clarifications to the Scheme by the publication of such clarifications on its website www.rews.org.mt

12. Period of operation

The Applicant must obtain the prior authorisation of the REWS for any changes in the equipment (including location and/or operation), as well as inform the REWS of any change in contact details during this period.

The Regulator is required to ensure that the funds it administers provide a certain amount of environmental benefits. Furthermore, the fund is governed by Council

Regulation (EC) No 1303/2013 of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006, which contains certain requirements on durability of operations. For this reason, one of the conditions of the grant is that the system will remain installed and generating electricity as designed, and will not be substantially modified, or modified in such a way as to degrade its performance, for the durability period. It is the responsibility of the Applicant to ensure that this condition is met. The Applicant is required to ask the retailer to include a minimum warranty of 5 years on the system. The Regulator for Energy and Water Services or any other stakeholder involved in the management and control of ERDF funds may, therefore, perform on-site inspections throughout this five year period to ensure that the equipment is still in operation. In certain circumstances, the Regulator for Energy and Water Services may require an extension of the 5 year operational period to cater for any periods when the system is not operational.

Installation of additional modules or removal of modules, changes to the modules or inverter, or changes in location and/or ownership are considered to be substantial and authorisations may only be granted in exceptional circumstances (example: sale of property, failure of module).

If a module or inverter fails and is replaced, the REWS should be updated with the new serial numbers immediately. Applicants are to inform REWS as soon as they decide to sell the property on which the PV system is installed. Transfer of ownership is only permissible in case of death of applicant, sale of property, in which case, the contract of sale shall specify the transfer of obligations from the Applicant to the new owner of the premises.

The upgrading of module wattage (provided that the module is listed on the same certificate as the original module model) is not considered to be substantial.

A change in the wattage is not an automatic process and would only be accepted if a request meets the following criteria:

- Requests from applicants should be made through a letter stating the reason for the change in model. Requests from retailers for their clients should not be accepted;
- The price of the new PV system and its components must be equal to or less than the prices in the original application;
- The output of the new PV system must be equal or higher than the output of the PV system in the original application;
- The new proposed systems must be in accordance with guidelines;
- The process for a change in model should not be used to extend the grant offer validity period. Any changes in models must be installed within the original grant offer validity period in accordance to their first grant offer letter;
- The change must not be material.

All requests may be analysed in line with above. Decisions will be taken on a case by case basis.

EXTRACT from Council Regulation (EC) No 1303/2013 of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006

Article 71 - Durability of operations

1. An operation comprising investment in infrastructure or productive investment shall repay the contribution from the ESI Funds if within five years of the final payment to the beneficiary or within the period of time set out in State aid rules, where applicable, it is subject to any of the following:

- (a) a cessation or relocation of a productive activity outside the programme area;*
- (b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;*
- (c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.*

Sums unduly paid in respect of the operation shall be recovered by the Member State in proportion to the period for which the requirements have not been fulfilled.

...

4. Paragraphs 1, 2 and 3 shall not apply to contributions to or by financial instruments or to any operation which undergoes cessation of a productive activity due to a non-fraudulent bankruptcy.

13. Guarantees of origin and feed-in fees

The owner of a system for which a grant has been paid shall not be automatically eligible to any guarantees of origin certificate or to any changes to the tariff structures for the purchase (by the distribution system operator - Enemalta) of electricity produced by the system.

14. Audit and Control

The REWS and other organisations (national and European) involved in the management, control and audit of EU funds shall have the right to verify that any grants paid by REWS under this scheme are used for the purposes intended by the same grant scheme. For this reason, the Applicant must ensure compliance with the record keeping and inspection requirements set out in the following paragraphs.

(a) Applicants must keep a record of all relevant documentation obtained in relation to the technology and its installation, including in particular any quotations from relevant installer/s or any other contractors involved in the installation work, serial numbers and cheques stubs/bank transfer documents. Applicants must keep these records for the durability period. Applicants awarded a grant must also allow authorised representatives of REWS and/or its agents and/or any organisation (national and European) involved in the management and control of the funds to inspect the equipment and make copies of these records. Appropriate notice shall be given for such visits.

(b) Applicants awarded a grant undertake to provide such additional information and co-operation, as REWS may request monitoring energy use of the property and/or the performance of the technology. The REWS shall be entitled to use this information, amongst other things, for the purposes of publishing reports in relation to the relevant technology within the parameters of data protection legislation.

(c) Should the system not be installed in a location that is reasonably safely accessible such that special equipment be necessary to properly verify the system, the auditors may request that such equipment be provided by the applicant.

15. Publicity

Applicants should note that the grant element of this scheme is being financed by the European Regional Development Fund (ERDF) (80%) and National Funds (20%). The names, addresses and other data, and the corresponding grant given may appear in public official documents for the purpose of management verifications and the controls of the public (European and national) contribution to the applicant.

16. Data Protection

Acceptance of funding is an automatic acceptance of the individual's inclusion in the publication (electronic or otherwise) of the list of Applicants, the site and the grant allocated.

Personal information provided is protected and used in accordance with the Data Protection Act. The information shown on this application form will be used and shared by/with the Regulator for Energy and Water Services and its agents, as well as the Planning Authority and any other organisations (EU or national) involved in the management, supervision and control of public funds. The REWS may also use this information to demonstrate market transformation trends.

Applicants should also note that the Regulator may check information given by the Applicant with relevant authorities and / or Government entities in Malta and will provide contact details to THE PLANNING AUTHORITY.

17. Compliance with legislation

Applicants are responsible to ensure that in carrying out any activities in connection with the installation and use of the technology complies with all applicable laws and regulations. This grant is subject to compliance with relevant national and EU legislation. The grant is also made to the Applicant personally and may not be transferred. The grant does not confer any rights. The REWS will not lose any right that it has under these terms and conditions if it does not exercise that right or delays in exercising it.

The installed system must be compliant with applicable technical codes such as the Network Code. These may be found on the Enemalta site: www.enemalta.com.mt.

The installation must also be compliant with planning permission requirements. For this reason, installations may be inspected by THE PLANNING AUTHORITY and the grant will not be issued if THE PLANNING AUTHORITY informs REWS within 10 working days that the installation is not compliant with planning permission requirements.

18. Recovery of Grant

The Regulator reserves the right to refuse the grant and, or take legal action to recover the amount granted with interests and any other costs incurred, in case of:

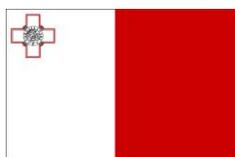
- incorrect information being stated by the Applicant in the application; and, or
- the applicant or the technology are ineligible at the time of application, or become ineligible during the durability period; and, or
- the installation is not compliant with legislation or regulatory requirement; and, or
- the installation does not remain installed and operational as designed during the durability period; and, or
- the applicant does not retain records or fails to permit access for audits during the durability period; and, or
- any condition of the scheme not being met; and, or
- other reasons where the 'bona fide' intention of the Applicant is manifestly missing.

19. Liability

The REWS or any other EU/national organisation cannot and does not guarantee or underwrite the performance of any technology and Applicants should ensure that the retailer and/or installer chosen by the same Applicant provides all the necessary information in relation to the warranty cover provided by the same supplier/installer.

In cases where the Applicant and/or equipment is /are deemed not to comply with any provisions set out in the scheme, the Applicant shall be obliged to either change the equipment to bring the installation within the provisions of the scheme or refund the grant. It is up to the Applicant to take legal action against the retailer/supplier who failed to provide the equipment as originally requested.

If the technology is not purchased from an authorised retailer (i.e. purchased directly from abroad) it is up to the Applicant to ensure that the technology is in operation for the durability period. The REWS reserves the right to recover the funds it paid out if it results that this condition is not met, regardless of the source of this equipment.

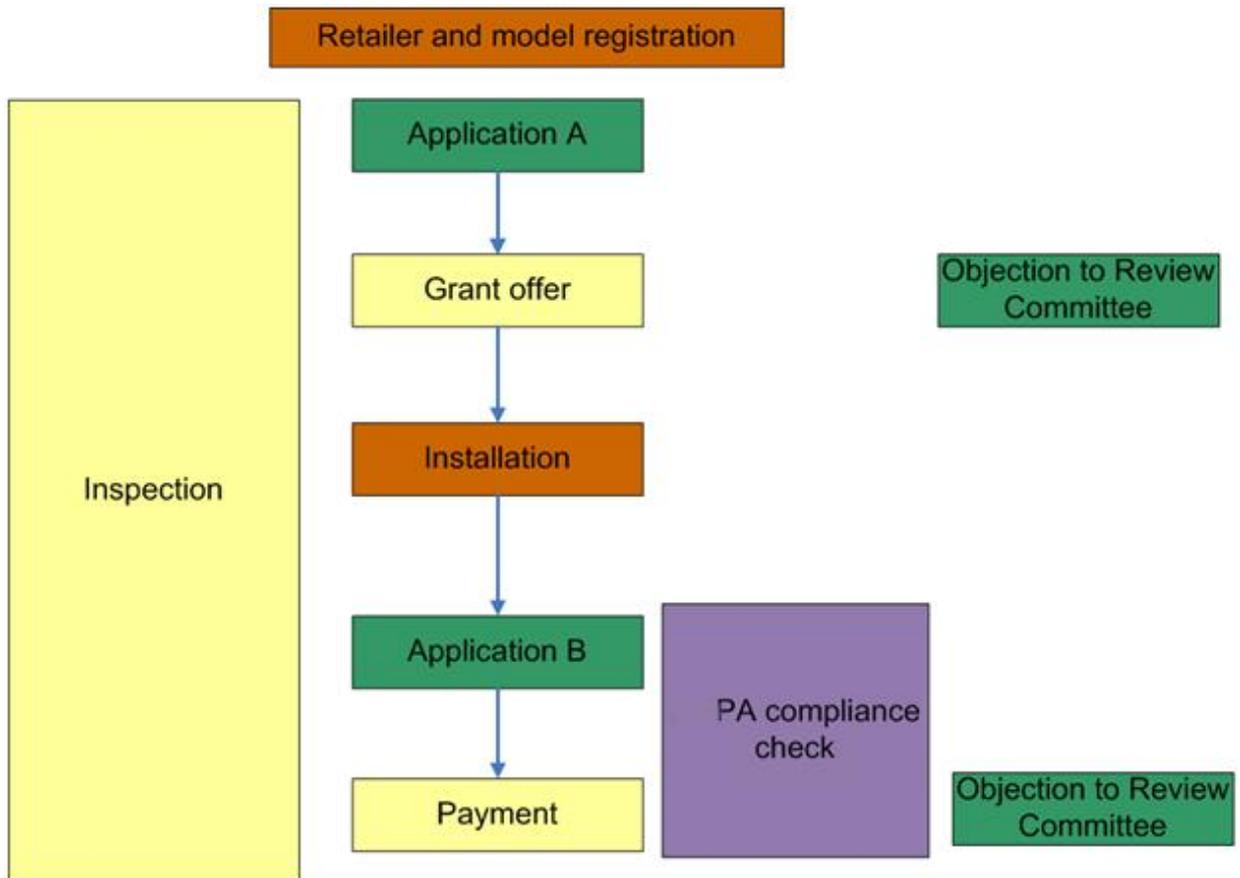


Operational Programme I - European Structural and
Investment Funds 2014-2020
*Fostering a competitive and sustainable economy to meet
our challenges*
Project part-Financed by the European Regional Development Fund
Co-financing rate: 80% European Union; 20% National Funds



2016/PRV

Annex 1 – Flow Chart



2010

Annex 2 – Sample Quotation

Details of Retailer (Name, Address, Vat No).	Quotation Number
Details of client	Date

Description	
System model number	
Number of modules	
Wattage per module	
Module Model	
Module Manufacturer	
Inverter Model and Manufacturer	
Electrical output power in kilowatt peak (kWp)	
Electrical annual output energy expected at the installed location (kWh/year)	

Eligible Expenditure	Model/type	Unit price	Quantity	Total price
Photovoltaic Modules for complete system				
Inverter				
Support Frame				
(Discounts)				
(Offers financial or in kind) ⁶				
<i>Sub-total eligible expenditure</i>				
Non-Eligible Expenditure				
Installation Workmanship				
Installation Materials –Wiring and other components				
Reinforcement – structural works (if any)				
Certification				
Offers financial or in kind (if applicable) ⁷				
Other				
<i>Sub-total non-eligible expenditure</i>				
Grand Total (€)				

I confirm that the system will be covered by a standard guarantee (as per sample in Annex 3 of the guidelines for the 2016/PV/ERDF call) in addition to the legal and manufacturer's guarantees. I confirm that NO deposit will be accepted prior to issue of grant offer, and that payments in cash or other untraceable means will not be accepted.

Signature and Rubber stamp of retailer

⁶ Deduct value of offers here

⁷ Add back value of offers here

Annex 3 – Sample Guarantee Form

Renewable Energy Sources and Energy Efficiency in the domestic sector System Information

This guarantee applies to

Name and Surname of applicant: _____

ID card/Passport Number of Applicant: _____

Installation Address: _____

Technology Description: Photovoltaic and Inverter Generating systems

Manufacturer: _____

PV Model Number: _____

Number of Panels: _____

Serial Number of Panels: _____

Inverter Model Number: _____

Inverter Serial Number: _____

What is covered

This five year warranty is subject to the terms below:

All components of the photovoltaic and inverter generating system AND the system's installation.

Said warrantor shall bear the full cost of diagnosis, repair and replacement of any system or system component (including breakdown of the system), at no cost to the customer and also covers the breakdown of the system. This guarantee also covers degradation in electrical output; electrical output shall not degrade by more than ten percent from the originally rated output (PTC rating for module);

General Terms

This guarantee extends to the original purchaser and to any subsequent purchasers or owners at the same location during the warranty period. This warranty is effective from _____ (date of completion of the system installation).

The retailer may provide additional guarantees or warranties over and above this guarantee. However, nothing contained in such guarantees or warranties or special agreements between the parties, may diminish the effects of this guarantee, or may stipulate that the seller shall not be liable to any warranty.

Exclusions

This warranty does not apply to:

- Damage, malfunction, or degradation of electrical output caused by failure to properly operate or maintain the system in accordance with the printed instructions provided with the system.
- Damage, malfunction, or degradation of electrical output caused by any repair or replacement using a part or service not provided or authorized in writing by the warrantor.
- Damage malfunction, or degradation of electrical output resulting from purchaser or third party abuse, accident, alteration, improper use, negligence or vandalism, or from earthquake, fire, flood, or other acts of God.

Obtaining Warranty Service

Contact the following warrantor for service or instructions:

Name: _____ Phone: ()

Company: _____ FAX: ()

Address: _____

Signature: _____ Date: _____