



Date: July 6th , 2026

Subject: Notification of Technical Defect - Request for Investigation

Reference:

- (a) Contract for Engineering, Procurement and Construction dated as of **April 10th 2024**, by and between **Angol Solar I SpA** and the Contractor Visibility S.A. (the "**Contractor**") (the "**EPC Contract**").

Project: Angol

Dear Sven Gylsing and David Kennedy,

We write to formally notify Visibility S.A. that defects have been identified in the Works executed pursuant to the EPC Contract. Specifically, defects have been detected in connection with damaged PV panels incorporated into the Works, the exact nature of which requires investigation and full disclosure by the Contractor.

Accordingly, and in accordance with the Contractor's obligations under Clause 14 of the EPC Contract, we hereby issue this Notice of Defects and formally request that the Contractor:

- (i) promptly investigate and identify the nature, scope, cause and impact of the defects arising from or related to the damaged PV panels, providing us with a detailed written report specifying the nature, scope, cause, and impact of such defects;
- (ii) promptly investigate and identify the nature, scope, cause and impact of the defects arising from or related to the malfunction of the solar trackers systems, providing us with a detailed written report specifying the nature, scope, cause, and impact of such defects;
- (iii) provide a remedial and corrective plan and schedule for Owner's approval;

- (iv) remedy and correct all identified defects as per the approved remediation and corrective plan, at its own risk and cost, in strict compliance with its Defect Warranty obligations under Clause 14.1 of the Contracts.
- (v) The management and activation of warranty claims as applicable under the relevant Manufacturer Warranties.

We acknowledge that, pursuant to Clause 14.7 of the Contracts, the Contractor does not provide a warranty in respect of PV Modules supplied by the Owner from a third party. However, to the extent that any defects in the Works, including those associated with damaged panels, result from or are attributable to the Contractor's defective design or engineering (including review and validation of third party and vendors design and specifications), defective workmanship or installation, or defective materials or equipment under Contractor's scope or its non-compliance with other obligations under the Contract, such PV defects and solar trackers malfunction remain fully within the scope of the Contractor's warranty obligations under Clause 14.1.

Attached to this letter you will find evidence so far available to us including photographs and data related to all affected Works, and we are prepared to provide any additional supplementary information and/or evidence reasonably requested by Visibility S.A. to the extent available to us.

We expressly reserve all of our rights and remedies under the Contract, including, without limitation: (i) the right to call upon the bank bonds delivered by the Contractor; (ii) the right to claim liquidated damages; and (iii) any and all other rights, remedies and claims available to the Owner under the Contracts or applicable law. Nothing in this letter shall constitute a waiver of any such rights.

We are available to meet at a mutually convenient time in order to discuss this matter in further detail, review the findings arising from the Contractor's investigation, and agree on a remediation plan and timeline. Please contact us at your earliest convenience to schedule such meeting.



Terms written in capital letters have the meaning given to them in the EPC Contract.

Sincerely,

Juan Carlos Ruz Aedo

Legal Representative

Angol Solar I SpA