



*Manufacturer's
guarantee
certificate for
isofoton-brand
photovoltaic
modules*

Standard Range



isofotón

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ISO FOTÓN guarantees that its products comply with all the applicable technical specifications and quality regulations and it guarantees the quality and performance features of its photovoltaic modules in the terms and conditions set out below for its standard range:

| ISO FOTÓN RANGE IN GUARANTEES | | |
|-------------------------------|---------------|---------------|
| Range | ISF-215 | ISF-240 |
| Cell number | 54 | 60 |
| Cell Type | 156mm x 156mm | 156mm x 156mm |

1. Product guarantee: 10 years' guarantee against material or manufacturing defects based on the IEC-61215 standard

ISO FOTÓN, S.A. guarantees, for a period of 10 years as from the date of delivery to the initial purchaser, that its photovoltaic modules are free from any material or manufacturing defect that prevents their normal operation under the proper working, installation and maintenance conditions.

Should the photovoltaic module cease to operate correctly during the term of this guarantee as a result of the appearance of any material or manufacturing defect, ISO FOTÓN undertakes, depending on the defect, to substitute or repair the faulty module. In the event of substitution or repair, the guarantee period shall be interrupted and shall recommence as from the moment the repaired or substituted module is supplied. The replaced photovoltaic modules shall remain the property of ISO FOTÓN

2. Linear Power Guarantee during 25 years.

ISO FOTÓN guarantees that for modules free from any material or manufacturing defect, the power output during the first year will be at least the **97%**, with an annual decrease not over the **0.7%** within the following 24 years, using as value of reference the minimum specified in the electrical characteristics label.

The power is measured according to the IEC-60904 norm under standard test conditions (Irradiance of 1000 W/m²; spectral distribution at 1.5 AM (Atmospheric Mass) and temperature of 25° C).

Should the above mentioned power values not be fulfilled at any time during the indicated terms of this guarantee, ISO FOTÓN undertakes, depending on the defect that appears and at its own discretion, to repair or substitute the faulty module(s) or to supply the additional module(s) necessary to compensate for the loss of power.

The above mentioned product and power guarantees are the minimum guarantees provided by ISO FOTÓN and applied universally for all its standard range modules, reserving the right to extend them, in accordance with the

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different characteristics of the markets or countries. Any such guarantee extensions shall be set out in a separate document.

3. Guarantee exclusions and limitations

The guarantee rights may be invoked during the period of validity established in each case and immediately upon detection.

When invoked for manufacturing defects visible at the time of receiving the material, the claim must be made within a maximum of three months as from the date of delivery, and always prior to installation.

This guarantee does not cover modules breakage whether this has not been provoked by transport of the modules. Any claim for transport damage shall be effected within the following 48 hours of the material receipt, with writing evidence to the transport agency of any packaging damage.

Aspects related to the appearance of the photovoltaic module shall not be considered as defects eligible for claims under the guarantee, unless they represent any reduction in its operation or its performance features specified in ISOFOOTÓN's technical or sales documentation.

The guarantees established herein shall not cover any damages or operational failures of the modules caused by:

- 1) Failure to follow the installation, use, wiring and maintenance operations indicated in the ISOFOOTÓN manual of installation and any specific installation instruction eventually provided by the ISOFOOTÓN's supplier who sold the product.
- 2) Accidents or negligent, improper or unsuitable use.
- 3) Modifications not authorized by ISOFOOTÓN's After-sales Department.
- 4) Damage due to electrical overloads, vibration, atmospheric discharges, floods, plagues, earthquakes, extraordinary weather conditions, typhoons, volcanic eruptions, acid rain, actions by third parties or any other reason outside the normal operating conditions of the modules and beyond ISOFOOTÓN's control.
- 5) Modules located in motor vehicles, vessels, or in contact with water, salt or smoke.

Neither shall the guarantee cover modules with serial numbers that have been manipulated nor those that are not unmistakably identifiable or there is a lack of label.

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In the event that the first purchaser sell or forward the module to a third party, the current guarantee will remain in force only if the sale or the transfer is communicated to ISO FOTÓN in writing and in advance.

The guarantees established herein shall cover the transport costs for faulty modules originating from their return to ISO FOTÓN and the subsequent replacement dispatched to the client, during the first two years of the guarantee; pursuant to that established under Legislative Royal Decree 1/2007, dated 16 November, approving the Redrafted Text of the Consumers and Users Protection Act [Ley General para la Defensa de los Consumidores y Usuarios] and other complementary laws, likewise, in a concrete way, there are exempted of application any dispositions reflected in this guarantee which are opposite to the disposed in the Ley 23/2003, July the 10th, which transposes to the Spanish classification the Community Board 1999/44/CE and which concerns to those modules purchased to be used in the territory of the European Union, with the exceptions set out below as regards territory and guarantee liability:

- ii. When the specific circumstances of the client produce an increase in the transport costs, for example, when the client resides on an island or abroad, the client shall be responsible for the excess transport costs corresponding to each circumstance.
- i. If, once ISO FOTÓN has paid for the transport, it transpires that there is no guarantee cover, ISO FOTÓN shall be entitled to claim the costs incurred in said shipment. Clients shall make any payments or refunds of amounts applicable within a period of 5 working days as from receipt of the After-sales Department report regarding the faulty module(s).

On the other hand, the guarantees do not cover, strictly speaking, the costs of services derived from dismantling the faulty modules or the subsequent installation of the replaced modules.

Any additional modules supplied to compensate loss of power shall not produce any renewal or extension of the guarantee period established in this document. ISO FOTÓN reserves the right to supply a different model of module to deal with accepted claims under the guarantee, for substitution or expansion, in the event that the original module is no longer being manufactured.

4. Claims under the guarantee

Any client or user of ISO FOTÓN photovoltaic modules who considers there are justifiable reasons to invoke the guarantee established herein in this document should proceed as follows:

- a. Notify immediately and in writing:
 - i. The company that sold them the modules;
 - ii. In absence of the former, ISO FOTÓN's authorized distributor;
 - iii. In absence of the former, ISO FOTÓN's After-sales Department:
postventa@isofoton.com.

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To do this they should use the claims record available on ISO FOTÓN's website, providing a copy of the purchase invoices for the modules for which the claim is being made. Said invoices must include the date of purchase as well as the affected photovoltaic modules' serial numbers.

- b. Once ISO FOTÓN receives the claim, the After-sales Department will study it and send the client a report of its findings, together with instructions on how to proceed.
- c. The modules for which the claim is being made may not be returned without prior written authorization from ISO FOTÓN's After-sales Department.

If, due to reasons of urgency, the client requests ISO FOTÓN to immediately replace the modules on which the claim is being made, prior to the decision thereon, said request must be accompanied by a purchase order. Once a decision on the claim has been made by the After-sales Department, and in the event that the decision is to approve the claim, the purchase order will be cancelled. If the claim is not approved, ISO FOTÓN shall issue an invoice for the modules supplied at the request of the client. The invoice issued will be payable within a period of five (5) working days.

- d. In the event of claims related to power, once the After-sales Department has issued its findings, if there are any discrepancies between the power measurements carried out by ISO FOTÓN and those provided by the client, the latter may use a third laboratory, which must be TÜV Rheinland, Ciemat or AT4, for the resolution of the claim. The costs shall be borne by the client.

In the specific case of the power guarantee, the corresponding guarantee may only be invoked by those who hold legal ownership of the original installation in which the modules for which the claim is being made are located.

ISO FOTÓN reserves the right to draw up reports onsite in relation to the claims received, in order to verify any aspect that may be relevant to better resolve said claim. Therefore, the client may not modify the installation conditions that gave rise to the claim, without prior written consent from ISO FOTÓN's After-sales Department

5. Liability limitations

- a. ISO FOTÓN shall not be liable in respect of the client, either directly or indirectly, for any non-fulfilment or delay in the application of its guarantee obligations that may arise due to reasons of force majeure or any other unforeseeable incident beyond ISO FOTÓN's control.
- b. ISO FOTÓN's liability derived from this Guarantee Certificate shall be limited to the obligations set out herein above and, quantitatively, to the amount of the invoice paid by the client for the purchase of the module on which the claim is being made. Liability is expressly declined for any indirect damages, such as loss of data in computer applications, loss of revenue or production profit, service interruptions, etc., that do not contravene the applicable legal provisions in each country in respect of product liability.
- c. ISO FOTÓN rejects explicitly any other guarantee, including those related to the marketability of the quality of the product and/or its suitability for a concrete purpose.

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- d. ISO FOTÓN shall only be liable for the module's lack of conformity with the characteristics set out in this guarantee that result in incorrect installation, when the installation is included in the purchase-sale contract or, when carried out by the consumer, it is due to an error in the installation instructions.
- e. Any guarantee cover other than that expressly mentioned in this certificate is not included.
- f. Payment or refund of the amounts indicated in points 3 and 4 of this Guarantee Certificate shall be payable within the established deadlines by way of payment into a bank account. Any failure to comply shall entitle ISO FOTÓN to invalidate the guarantee for the product supplied.

6. Entry into effect, application and validity of the Certificate

This Guarantee Certificate shall be valid as from the date indicated in its 6th Version and shall be applicable to all ISO FOTÓN photovoltaic modules, standard range, placed on the market as from said date; it shall remain valid until the version is changed.

The Spanish version of this guarantee will prevail. Versions in other languages are only translations of this. The version in effect shall be published on ISO FOTÓN's website.

September the 1st, 2010

LEGAL NOTICE

IDENTIFICATION OF ISOFOTÓN, S.A.

ISOFOTÓN, S.A., is a Spanish company operating under tax number A-29072931, with address at calle Severo Ochoa, 50, Parque Tecnológico de Andalucía (PTA) P.C. 29590 - Málaga (Spain). Telephone: + 34 95 123 35 00, Fax: +34 95 123 32 10.

Registered in the Malaga Companies Register under Volume 1,173 general, Book 186, Folio 188, Sheet MA-7791, Entry 1.

JURISDICTION

The conditions set out in this Guarantee Certificate are subject to Spanish law and, expressly waiving any other general or special jurisdiction that may correspond to them, the parties undertake to accept, if necessary, the jurisdiction of the courts and tribunals of Madrid / Spain to deal with any dispute derived from the guarantee described in this document.