



**Commercial offices**  
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## ***MANUFACTURER'S CERTIFICATE OF GUARANTEE, FOR ISOFOTON PHOTOVOLTAIC MODULES – Standard Range -***

1) Isofoton, a company that manufactures Photovoltaic Cells, Solar Modules and Laminates, with registered office at C/. Caleta de Vélez, 52, Polígono Industrial de Santa Teresa, 29006 Malaga (Spain), guarantees that its products meet the applicable technical specifications and quality standards. It also guarantees that its products are new products.

Isofoton guarantees the quality and performance of its Photovoltaic Modules according to the terms and conditions hereunder:

### ***1.a) 11 Year Guarantee for defective materials or fabrication***

Isofoton guarantees, for a period of 10 years, as of the date of delivery to the first purchaser, or for a period of 11 years, as of the date of supply (Ex-works Isofoton), that its Photovoltaic Modules are free of defects in the materials (1) and in the fabrication, which could impede the normal operation thereof under the proper conditions of use, installation and maintenance.

*(1) Interconnection cables (multi-contact, etc.) which are not an intrinsic element of the Module are excluded. In the event that Isofoton supplies the Module with Interconnection Cables at the request of the customer, the guarantee period for said additional element shall be four years as from delivery to the first purchaser, or five years as from the date of supply (Ex-works Isofoton).*

Should, at any time while this guarantee is in force, the purchased Photovoltaic Module fails to operate correctly, as a result of defective materials or fabrication, Isofoton, undertakes, depending on the manifested defect, to replace (2) or repair (2) the defective Modules, or to refund the price paid by the customer at the time of purchase.

*(2) The replacement of Modules signifies renewal of the full term of guarantee, whereas the repair of said modules signifies an interruption of the term of guarantee, which shall be resumed as of the date on which the repaired Module is returned.*



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**1.b) 11, 21 and 26 Year Power Guarantee**

Isofoton guarantees, for the periods that are established below, that, during, and until the end of such periods, the Power delivered by the Module, measured under standard test conditions (3), shall not be less than the values stated hereunder:

<b>PERIOD</b> (as from delivery to first purchaser)	<b>PERIOD</b> (as of supply Isofoton Ex-works)	<b>MINIMUM POWER DELIVERED (4)</b>
<b>10 YEARS</b>	<b>11 YEARS</b>	<b>90 %</b>
<b>20 YEARS</b>	<b>21 YEARS</b>	<b>83 %</b>
<b>25 YEARS</b>	<b>26 YEARS</b>	<b>80 %</b>

*(3) Radiation of 1000 W/M2; spectral distribution at 1.5 AM (Atmospheric Mass) and cell temperature of 25° C. Measurements are to be made according to that established in the IEC60904 Standard, the measuring instrument being calibrated according to Isofoton's calibration standard at the time the Module is manufactured.*

*(3) Percentage of the Minimum Power of the Module specified by Isofoton in its technical and commercial catalogs at the time of purchase (Appendix III)*

Should, at any time while this guarantee is in force, the Photovoltaic Module fail to meet the stated power levels, Isofoton, exclusively and at its discretion, undertakes to repair or replace the defective Module(s), or to supply the necessary additional Module(s) until the Power shortfall is made up, or to refund the customer with the payment disbursed upon purchase of the defective Modules.

The guarantees stated in 1.a and 1.b are those which Isofoton offers on a minimum basis and being universally applicable to all Modules of the Isofoton brand within the Standard Range. Isofoton reserves the right to offer extensions to such guarantees, according to the distinguishing characteristics of the pertinent markets or countries. In such an event, said extensions to the guarantee shall be the subject of a separate document.

The guarantees outlined herein shall be offered by Isofoton, subject to the general terms and conditions hereunder:

R.M. MÁLAGA T. 496. L. 364 F. 92. H. 2497 - A-29072931. © Note: Isofoton, S.A., reserves the right to make any amendments to this leaflet.



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## **2) Exclusions and limitations to the Guarantees**

**a)** Guarantee rights can be claimed during the applicable period of validity established in each case and immediately upon the detection thereof, except in the case of visible defects (section 1.a), in which case the claim shall be lodged within no more than two (2) month as of the date of delivery to the first purchaser, or three (3) months as of the date of supply (Ex-works Isofoton), and in all cases prior to installation thereof.

**b)** Damages and failures regarding the operation or use of the Modules, shall be exempt of guarantee rights which have their origin in:

1) Accidents, or negligent, improper or inappropriate use.

2) Failure to comply with the installation, use and maintenance instructions, as described in Isofoton Manual (Appendix II).

3) Wrongful modification, installation or use of the Modules, or where the aforementioned actions are not performed by personnel authorized by the After-Sales Service of Isofoton.

4) Damages due to voltage surges, atmospheric discharge, flooding, pests, actions by third parties, or for whatever reasons other than the normal operation conditions of the Modules and which are outside Isofoton's control.

**c)** Modules are likewise without guarantee rights wherein the identifying serial number has been manipulated or is not unmistakably identifiable.

**d)** Aspects related with the Module's appearance shall not be deemed as defects with guarantee rights, unless such defects imply a decrease in its operation or in the characteristics stated in the technical or commercial brochures of Isofoton.

**e)** The guarantee rights described herein, do not cover the transportation cost of the defective Modules resulting from the return thereof to Isofoton and its subsequent reshipment to the customer. Moreover, it does not cover any cost due to the dismantling of the defective Modules, nor the subsequent re-installation of the replaced Modules, except where the Modules concerned were acquired for use within the boundaries of the European Union, in which case the provisions shall be met of Law 23/2003, July 10th, which transposes Community directive 1999/44/EC to the Spanish legal system.

**f)** Modules that could be supplied as additional Modules to make up power losses, according to 1.b), do not involve a renewal or extension of the guarantee period established herein.

**g)** Isofoton reserves the right to supply a different model of Module to satisfy claims accepted under the guarantee, for replacement or extension, in the event that the original model has ceased manufacture. Isofoton shall be proprietor of all replaced Modules.



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### 3) *Guarantee right claims*

Any customer or user (4) of Isofoton Photovoltaic Modules that believes to have justified reasons to claim the guarantee rights established in this document, shall proceed as follows:

*(4) In the specific case of the Power Guarantee (1.b), the pertinent rights can only be claimed by the original purchaser of the Modules, that acquired them for its own use, or by whomsoever bears the legal ownership of the original installation wherein the Modules subject of the claim were located.*

a) Immediately report, in writing:

- 1) The company that sold the Modules,
- 2) Failing that, the authorized distributor of Isofoton in the area (5),
- 3) Failing that, Isofoton After-Sales Service Department (C/ Montalbán N°. 9, 3ª planta, 28014 Madrid, Spain; [postventa@isofoton.com](mailto:postventa@isofoton.com))

*(5) Consult the list of contacts at <http://www.isofoton.com>*

For such purposes, the Complaint Form Sheet (Appendix I) shall be used, to which a copy shall be attached of the purchase receipt of the Modules object of the claim on which the date of purchase shall figure.

- b) Once this claim has been received in Isofoton, it will be examined by the After-Sales Service Department to determine whether it is justified or not, according to the provisions concerning limited guarantee as established herein, informing the customer of the outcome and giving the directions to be followed.
- c) The modules under claim may not be returned without the prior written authorization of the Isofoton After-Sales Service Department.
- d) If, at the request of the customer and for reasons of urgency, the latter asks Isofoton to replace the Modules under claim immediately, before the After-Sales Service Department had decided upon said claim, this request shall be accompanied with a Purchase Order addressed to the Commercial Department.

When the claim has been answered by the After-Sales Service Department, said Purchase Order shall be cancelled by issuing a Credit Note, in the event that the claim is deemed appropriate.



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#### **4) Responsibility Limitations**

- a)** Isofoton will not be before the customer, neither directly nor indirectly, responsible for any non-fulfillment or delay concerning the guarantee duties, when they are due to force majeure or any other unexpected incident foreign to Isofoton.
- b)** Isofoton's responsibility, derived from this Certificate of Guarantee, is limited to the obligations previously explained and quantitatively, to the amount paid in the invoice by the customer for the claimed Module. Any responsibility derived from indirect damages such as data loss in computer applications, production benefits loss or income loss, solar variations in the service, etc. are excluded from this guarantee, unless specified in the legal dispositions applicable in each country concerning the product responsibility.
- c)** Isofoton will only be responsible in case the solar collector technical characteristics do not meet the requirements described in this guarantee, resulting from an inappropriate installation by Isofoton or under its responsibility which is included in the purchase contract or resulting from the defective installation by the customer due to a mistake in the installation instructions.
- d)** The above guarantee limits are applicable provided that they are not against the legal applicable regulations in each country regarding the product responsibility. In case these regulations cancel out any section of the guarantee, the cancellation will only affect the section mentioned, while the rest of the sections will still be valid. There are excluded from this guarantee any dispositions that are against the Law 23/2003 dated 10th July and which implements into the Spanish legislation the European Union Directive 1999/44/EC and that affects those Modules purchased to be used within the European Union.
- e)** Any other right that it is not specifically mentioned in this certificate it is excluded from this guarantee.

#### **5) Entry into force, application and Certificate's validity**

This Certificate of Guarantee will be valid from the date of its first edition (September 2003) and will apply to all Isofoton Modules, manufactured after this date. This certificate will be valid until a new edition has been issued, which will be published in writing with the necessary advance.