

LIMITED WARRANTY CERTIFICATE FOR IBERIAN SOLAR BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULE

Iberian Solar Europe, S.L. ("Iberian Solar") warrants its Photovoltaic Solar Modules (MODULES) free from defective workmanship and materials under normal application, installation, use and service conditions, and agrees that it will, at its option, either repair the defect or replace the defective Products or parts thereof with new or remanufactured equivalents, or refund a reasonable, pro-rated portion of the purchase price or current market price to the Buyer.

This warranty does not apply to any appearance items of the Products nor to the additional excluded item(s) set forth below nor to any Products the exterior of which has been damaged or defaced, which has been subjected to misuse, abuse, abnormal service or handling, or which has been altered or modified in design or construction. In order to enforce the rights under this limited warranty, the Buyer should follow the steps set forth to Iberian Solar.

Claims pursuant these terms and conditions:

The limited warranty described herein is in addition to whatever implied warranties may be granted to the Buyer by law. All implied warranties including the warranties of merchantability and fitness for use are limited to the period(s) from the Warranty Effective Date set forth below. Neither the sales personnel of Iberian Solar nor any other person is authorized to make any warranties other than those described herein, or to extend the duration of any warranties beyond the time period described below on behalf of Iberian Solar.

The warranties described herein shall be sole and exclusive warranties granted by Iberian Solar and shall be the sole and exclusive remedy available to the purchaser. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Iberian Solar to the Buyer with respect to the Products and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall Iberian Solar be liable, or in any way responsible, for any damages or defects in the Products which were caused by repairs or attempted repairs performed by anyone other than Iberian Solar or authorized service providers. Nor shall Iberian Solar be liable or in any way responsible for any incidental or consequential economic or property damage. Iberian Solar aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Buyer, for the Product(s) with problem.

10 Year Limited Product Warranty

Iberian Solar warrants for the Product(s) for a period of 10 years commencing on the Warranty Start Date Product(s) shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in Iberian Solar standard product technical specification.

Iberian Solar guarantees that the Product(s) will maintain the mechanical integrity and stability in accordance with approved operation methods described in its installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of the Product(s) results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Iberian Solar's standard product specification. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the Product(s) fails to conform to this warranty, Iberian Solar will, at its option, either repair or replace the defective Product(s), or refund as per the market price of the Product(s) at the time of the claim submission, or provide an appropriate residual market value of the Product(s) at the time of the claim submission as compensation.

25 Year Limited Performance Warranty

Iberian Solar guarantees that for a period of twenty-five years from the Warranty Effective Date the Products will maintain a performance as set forth below:

If, within a period of ten (10) years from the date of delivery in the original packing to the CUSTOMER, any MODULE(s) under normal application, installation, use and service conditions exhibits a power output less than 90 % of the minimum "Peak Power at STC" as specified in Iberian Solar Product Data Sheet, provided that such loss in power is determined by Iberian Solar (at its sole and absolute discretion) to be due exclusively to defects in materials or workmanship, Iberian Solar will compensate for such loss in power by either providing to the buyer additional MODULE(s) to make up the total wattage loss, at a cost pro-rated for the time in service of the faulty MODULE(s), or by repairing or replacing the faulty MODULE(s), at the option of Iberian Solar.

If, within a period of twenty-five (25) years from the date of delivery in the original packing to the CUSTOMER, any MODULE(s) under normal application, installation, use and service conditions exhibits a power output less than 80 % of the minimum “Peak Power at STC” as specified in Iberian Solar Product Data Sheet, provided that such loss in power is determined by Iberian Solar (at its sole and absolute discretion) to be due exclusively to defects in materials or workmanship, Iberian Solar will compensate for such loss in power by either providing to the buyer additional MODULE(s) to make up the total wattage loss, at a cost pro-rated for the time in service of the faulty MODULE(s), or by repairing or replacing the faulty MODULE(s), at the option of Iberian Solar. The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Performance Warranty”.

The actual power output of the Product shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Iberian Solar facility or by a Iberian Solar recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements. In the event, power falls below the appropriate warranted amount, Iberian Solar will replace, repair, or provide additional Product(s) to compensate for the loss, or will provide a refund prorated to the amount of power loss below the warranty.

Warranty Effective Date

The warranty effective date shall be defined as the date of sale with the certifiable invoice (SALES DATE) to the Buyer or 60 (sixty) days after the delivery by Iberian Solar, whichever date is earlier.

IMPORTANT:

CLAIMS PURSUANT THESE CLAIMS AND CONDITIONS OF GUARANTEE CAN ONLY BE ASSERTED IF YOU OR YOUR INSTALLER HAS APPLIED FOR REGISTRATION FOR A GUARANTEE FOR THE MODULES AND INSTALLATION FOR YOUR PHOTOVOLTAIC INSTALLATION, PROVIDING INFORMATION OF SERIAL NUMBERS, INVOICE NUMBER AND FULL ADDRESS, POSTAL CODE AND COUNTRY OF INSTALLATION NO LATER THAN 12 WEEKS FROM INITIAL COMMISSIONING OF THE PHOTOVOLTAIC SYSTEM VIA EMAIL TO EMAIL ADDRESS warranty@iberiansolar.com IN THE EVENT OF FAILURE TO REGISTER WITHIN 12 WEEKS PERIOD, NO WARRANTY CLAIM WILL BE ALLOWED.

Additional Item(s) Excluded from Warranty Coverage:

Warranty coverage does not apply when:

- a) The Product is improperly installed or abused or misused;

- b) The Product is installed in a mobile or marine environment, subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
- c) The components in the construction based on which the module is mounted are defective;
- d) External corrosion, mold discoloration or the like occurs;
- e) Defects caused by the Product being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accident, force of nature (such as lightning strike), influence from chemical product or other acts beyond Iberian Solar reasonable control (including but not limited to damage by fire, flood, etc.);
- f) Death or injury to persons resulting from any cause other than negligence of Iberian Solar, its employees or representatives;
- g) Incidental, consequential or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expensed payable to a third party.
- h) Module failed, such as pid (potential induced degradation) and snail trail, which worse system design, worse installation and worse system components mismatch induced.

Various

The repair or replacement of the Products or the supply of additional Products does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for SPV Module" be extended. Any replaced Products shall become the property of Iberian Solar made for their disposal. Iberian Solar has the right to deliver another type (different in size, color, shape and/or power) in case Iberian Solar discontinue producing the replaced Products at the time of the claim.

Force Majeure

Iberian Solar shall not be responsible or liable in any way to the purchaser or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for SPV Module", due to acts God, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Products or the claim.

What to do to claim warranty

If the Buyer feels a justified claim covered by this “Limited Warranty for SPV Module”, an immediate notification directly to Iberian Solar at the address warranty@iberiansolar.com shall be filed. Together with the notification, the Buyer should enclose the evidence of the claim with the corresponding serial number of the Products and the invoice on which the Products have been purchased and installation registered address.

Be sure to have Proof of Purchase available such as the receipt. The return of any Products will not be accepted unless prior written authorization has been

given by Iberian Solar. If the Buyer ship the Product, be sure it is insured and packaged securely, Iberian Solar will not be responsible for any transportation charge, customs clearance or any other costs for return of the Product(s), or for reshipment of any repaired or replaced Product(s), or costs related to installation, removal or reinstallation of the Product(s).

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as ITE in Spain (INSTITUTO TECNOLÓGICO DE LA ENERGÍA) shall be involved to judge the claim finally. The final explanation right shall be borne by Iberian Solar. Warranty claims will not be honored if the type or serial number of the Products have been altered, removed or made illegible.

Severability

If a part, provision or clause of this “Limited Warranty for SPV Module”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “Limited Warranty for SPV Module”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for SPV Module” shall be treated as severable.

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