

GUARANTEE CERTIFICATE

FOTOTHERM THERMO-PHOTOVOLTAIC MODULES

This guarantee applies to any hidden faults present in the thermo-photovoltaic modules becoming evident at the time of or subsequent to delivery so as to make said modules unsuitable for performing the functions for which they were produced. The guarantee shall act with the limits and exclusions set out in the following conditions.

The term “purchaser” shall hereafter refer to the physical or legal person who acquires the FOTOTHERM thermo-photovoltaic modules for the purpose for which they were produced, namely as generators of electrical energy and heat.

The FOTOTHERM guarantee for purchasers of the thermo-photovoltaic modules applies under the conditions described below.

1. Materials and production process guarantee

FOTOTHERM guarantees the thermo-photovoltaic module and all the materials that it comprises for a period of 10 years against potential faults resulting from the production process; in addition, it guarantees the solar thermal collector that is part of the module against corrosion for a period of 20 years.

During the above guarantee period, should the thermo-photovoltaic module display any malfunctioning due to defects in the materials or in the production process, FOTOTHERM reserves the right to choose between repair of the faulty module, replacement with an equivalent module or reimbursement of the purchase price of the faulty thermo-photovoltaic module. Should it choose to repair the module, FOTOTHERM shall use new components to carry out the repair, given that for the replacement FOTOTHERM employs the components normally used in the production process. The materials and production process guarantee does not guarantee a specific power output level.

2. Specified power output guarantee

FOTOTHERM guarantees that the minimum power supplied by its modules, measured in standard test conditions,⁽¹⁾ will be:

Period	Minimum power output ⁽²⁾
after 10 years	90%
after 25 years	80%

Should FOTOTHERM find that its module does not produce the guaranteed percentage of minimum power output specified in the above table, Fototherm reserves the right to choose between repair of the faulty module, replacement with an equivalent Fototherm module or supply of the additional components needed to achieve at least the power output specified as the minimum guaranteed percentage.

Should it choose to repair the module, FOTOTHERM shall use new components to carry out the repair, given that for the replacement FOTOTHERM employs components normally used in the production process.

3. *Guarantee exclusions and limitations*

The offered guarantee does not cover damage and/or operating faults resulting from the following:

- a) Incorrect handling or maintenance of the thermo-photovoltaic modules owing to the failure to observe the instructions provided by Fototherm with its modules.
- b) Repairs, modifications and/or handling of the Fototherm modules by a technical assistance service not authorised by Fototherm, or addition to the Fototherm modules of devices not compliant with those used by Fototherm.
- c) Abuse, incorrect or negligent use of the photovoltaic modules.
- d) Faults in the distribution of electrical energy from the thermo-photovoltaic module due to atmospheric discharges, fire, flooding, accidental breakage, actions by third parties and/or any other event or accident outside Fototherm's reasonable control, which did not arise in normal assembly conditions.
- e) Modules with altered or absolutely unidentifiable series numbers are excluded from this guarantee.
- f) Should the first purchaser sell or transmit the module to third parties, this guarantee will only remain in force if Fototherm is informed of the sale or transmission in writing, prior to its implementation.
- g) The guarantee does not cover costs associated with installation, uninstallation, reinstallation and/or transportation of the Fototherm thermo-photovoltaic modules and/or any component associated with it by the service performed to resolve the problem which arose during the guarantee period.

4. *Liability limitations*

- a) Fototherm does not provide further guarantees to those expressly quoted in this document.
- b) Fototherm shall not grant any guarantee if the thermo-photovoltaic modules are not used exclusively in compliance with their envisaged purposes, namely, in the capacity of modules for the production of electrical energy and heat.
- c) The legal guarantees, as well as the guarantees offered by Fototherm by way of this document, are limited in duration to the terms set out in this guarantee.
- d) This guarantee is limited to the purchase price of the module subject to the complaint. In no event shall this guarantee cover damage sustained by the purchaser or third parties as a consequence of the module's malfunctioning, such as lack of profit, damage owing to lack of service, additional repair costs, third-party complaints, etc..

- e) Fototherm guarantees its modules in compliance with the terms set out in this guarantee certificate, without undermining the rights of the purchaser in the capacity of consumer.⁽³⁾

5. How to exercise the guarantee entitlements

For any complaint,⁽⁴⁾ the purchaser can contact Fototherm on the telephone number shown at the bottom of this guarantee certificate, or at the email address provided. Please provide this guarantee certificate and the series number pertaining to the complaint.

6. Entry into force

In general, the guarantees offered by Fototherm in this document will be valid for the time specified for each case and will take effect as of the delivery date of the thermo-photovoltaic module to the first buyer or purchaser (depending on the case).

Series numbers:

(1) 1000 W/m² solar radiation, cell temperature 25°C ±2°C and 1.5 AM spectral distribution. The measurements will be made according to what is set down in the IEC61215 standard. The power measurements will only be valid if made with Fototherm measuring devices.

(2) Percentage with respect to the minimum power of the module specified by Fototherm in the module catalogues valid at the moment of purchase.

(3) Any clause in this guarantee that does not comply with the provisions in European Directive 1999/44/EC will automatically be excluded.

(4) In the event of a specified power output guarantee, the guarantee may only be exercised by the first purchaser of the modules or by the last buyer demonstrating legal ownership. Similarly, in order to exercise the aforesaid entitlement, data obtained from laboratories or bodies external to Fototherm will not be accepted.