

## LIMITED WARRANTY

### For Standard Photovoltaic Modules Manufactured by ATERSA

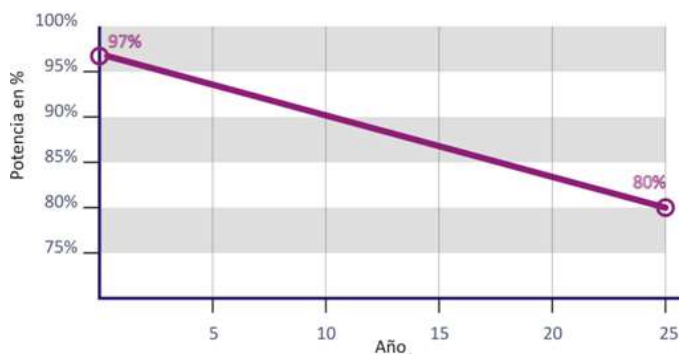
#### 10 Year Limited Warranty

Aplicaciones Técnicas de la Energía SL ("ATERSA") guarantees the module to be free from malfunctions under normal applications, use, installation and service conditions for ten years from the date of sale to the original purchaser. If during the warranty period the module ceases to function due to a manufacturing or materials defect, ATERSA will repair, replace or refund the price of the module at its own discretion. Warranty claims should be made via the distributor, without prejudice to addressing the manufacturer directly.

#### Extension of linear warranty for a period of Twenty-five years

For the period comprised between the date of sale of the unit to the original client and 25 years after the aforementioned sale, ATERSA will repair, replace or reimburse the power shortage (as our choice) of any unit which shows a power output of less than that shown in the degradation curve below (graph 1), with the initial power supply being the minimum reflected in the technical specifications of the unit defined by ATERSA.

**Graph 1:** Annual Degradation of 0.68% during a period of 25 years, with photonic degradation (LID) of 3%.



This warranty, which is limited to power output measured inside the connection box, shall be applicable to modules in good condition that have received the minimum preventive maintenance necessary, and only for losses resulting from the power generation of the cells, and not to modules in which the power loss is attributable to other causes, once the ten year warranty period has expired.

#### Exclusions

If the module has been subjected to misuse, negligence or accident or if it has been damaged due to abuse, alteration or improper installation, application, use, transport, handling or storage, or repaired by anyone other than Ateresa, this warranty shall not apply.

This warranty does not cover damages due to natural causes, force majeure or meteorological events such as fires, floods, hailstones, lightning strikes, earthquakes, wars, etc.

Non-compliance with the following rules shall result in the cancellation of the warranty:

- Do not install the solar module in an area that may be flooded or where it may be continually exposed to water.
- When installed in saline environments, insulation must be used to prevent galvanic corrosion between the module and the supporting structure.
- Solar modules that are connected in series must be installed in the same direction and angle and must be separated from the surface to ensure correct ventilation.

For the warranty to be effective it is necessary to submit preventative maintenance records to guarantee that they function correctly and under safe conditions. The warranty shall not be applicable if the installation and maintenance instructions, outlined in the user manual for the modules, are not followed. To this end the aforementioned document must be consulted. It can be found on the ATERSA website or may be requested directly from the ATERSA Sales Department.

Modules without a serial number or whose label has clearly been manipulated, erased or is illegible will not be admitted under warranty.

### **Limitations of Warranty**

- a) The total cost of the services covered by the warranty shall never exceed the total price of the modules less taxes.
- b) In the event that ATERSA should decide to refund the price of the module, the annual depreciation shall be applied to the monetary value of the module, which has an estimated operating life of 30 years.
- c) In the event that ATERSA should decide to repair the module, it will use new materials and the parts will be installed by ATERSA personnel in the course of the current manufacturing process.
- d) The warranty does not include any transportation costs for returning modules, or for the reshipment of any module which has been repaired or replaced, or costs associated with the removal, installation or reinstallation of said modules or any loss of earnings resulting from the inoperability of the module.
- e) Any repairs, compensation or panel replacements shall not imply the initiation of a new warranty period, nor shall they extend the term of the original applicable warranty.
- f) If repairs are carried out on the equipment, these shall be guaranteed for six months from the date of the repairs, regardless of the general warranty on the equipment.
- g) ATERSA reserves the right to supply a different model to satisfy claims made under warranty either as a replacement or an extension, if the original module is no longer in production. All replaced modules shall become property of ATERSA.
- h) For any module that arrives at our facilities for which a claim has been made under guarantee, and which shows no sign of malfunction or a manufacturing defect requiring it to be repaired or replaced, ATERSA reserves the right to pass on all inspection associated costs to the client.
- i) ATERSA accepts no responsibility for damages to persons, property or any other losses (including loss of earnings) or injuries caused by a faulty module, incorrect installation or inappropriate use and it shall not be held liable, under any circumstances, for any incident or deterioration derived thereof.
- j) Certain countries, states or regions do not permit restrictions to the duration of an implicit warranty or the exclusion or limitation of accidental damages; therefore, the abovementioned limitations would not apply. We therefore recommend you check this at the time of purchase. For any other case, the warranty shall be applied as stated in its terms and conditions.
- k) The limits to the warranty contained in this section will be applicable provided that they do not contravene the product liability provisions of the country in question. If any of the aforementioned clauses are rendered null and void, said annulment shall only affect said specific clause or section and the remaining provisions will continue to be valid.
- l) This warranty shall not affect the legal rights of consumers or users in cases where the products do not comply with the contract.

### **Warranty Claim Procedure**

If it is considered that the module does not operate correctly and if it is still under warranty, the distributor should be contacted immediately as it is the distributor that should process the corresponding claim or contact the manufacturer directly.

Before sending the module to ATERSA, a sales invoice should be supplied and a goods return authorisation number "RMA" should be requested. Once the distributor or the final client has received the RMA, they shall send the module by prepaid post to ATERSA for inspection and assessment.

No module shall be accepted without a RMA, sales invoice or without the prepaid shipment costs. The warranty conditions stated herein will be valid for a maximum of 12 weeks between the date of issue to Aterasa of written notice of a defective product and receipt thereof on our premises. Notice issued to Aterasa must include technical proof justifying the abovementioned claim. In addition, the equipment must be sent for repair in its original packaging, in order to ensure that it is correctly transported. Should the customer not have the latter, Aterasa has original packaging available upon request.

The rights derived from the limited warranty on output power belong exclusively to the initial purchaser of the module, having purchased the module for personal use, or the legal owner of the original facilities where the modules subject to claim were installed, without prejudice to the mandatory claims procedure described above. Only data or measurements from laboratories certified by the IEC for measuring photovoltaic modules will be considered valid for claims.

Where Atersa covers the transportation costs, claims for damages during transportation should be made to Atersa's SAT department ([sat.atersa@elecnor.es](mailto:sat.atersa@elecnor.es)) no later than 24 hours after the order is received. If there is visible damage to the packaging, this must be stated on the transportation company's delivery note at the time of delivery and a copy must be sent to us along with your claim.

NB: Non-standard modules are deemed as those under 30 W, those manufactured under the name of "special equipment" (subject to prior approval by the customer) and those manufactured for "special applications". These will carry a two year warranty for manufacturing effects under the same conditions specified in this warranty.

### Entrada en vigor, aplicación y validez del Certificado

El presente Certificado de Garantía está vigente desde la fecha indicada de esta edición y será aplicable a todos los Módulos Fotovoltaicos Marca ATERSA, Gama Estándar, fabricados a partir de dicha fecha, permaneciendo válido para todos los módulos comprados hasta su cambio de Edición.

### Tiempo de Permanencia en los Almacenes de ATERSA

Una vez reparado el módulo e informado el cliente de que puede hacer efectiva la recogida, el tiempo máximo de permanencia en nuestros almacenes será de dos (2) meses. Transcurrido este tiempo, si el material no hubiera sido retirado, ATERSA cargará la cantidad de 5 euros semanales por modulo en concepto de gastos de almacenaje, no pudiendo el cliente retirar los módulos hasta que no haya abonado la cantidad resultante de los gastos de almacenaje.

#### Shipping address Valencia

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SST-0164/2007



GA-2000/0294



ER-0096/1995

