

# **GUARANTEE CERTIFICATE**

---

## **ISOLED I STREETLAMP (Stand, Arm, and Support)**

## 1) Guarantee for manufacturing or materials defects:

Isofoton S. A., a manufacturing company and supplier of Equipment and Systems for the use of Photovoltaic Energy, with registered office at the Parque Tecnológico de Andalucía C/ Severo Ochoa Nº 50, 29590 Campanillas-Málaga (Spain), provides a 2 year guarantee in accordance with the standard guarantee established by the manufacturer of the Isoled I Streetlamp (Stand, arm, and support).

The client is bound by the terms and conditions specified in the guarantees of the manufacturers of the products subject in the purchase through ISOFOTON. The guarantee applies when the product is used under the normal conditions of use determined by the manufacturers.

The guarantees covered by this Certificate shall be given by Isofoton S.A. subject to the general terms and conditions expressed below:

## 2) Exclusions and Limitations of the Guarantees:

- a) The rights of the guarantee may be exercised during the validity period in each case and immediately upon discovery of a fault, except in the case of visible defects, in which case the claim must be communicated within a maximum period of two months from the date of delivery to the first buyer, or three months from the supply date (ex Isofoton Factory), and always before installation.
- b) In general, damage and faults relating to operation or service of the Isoled I Streetlamp shall be exempt from the guarantee rights established herein, when these are caused by the following:
  - 1) Accidents, negligence, improper, or inappropriate use.
  - 2) Failure to comply with the instructions for installation, use, and maintenance set out in the security and technical regulations and standards in force at national or local level, that are applicable at all times (e.g. Electrotechnical Low-Voltage Regulations and additional technical instructions, Electromagnetic Compatibility, European EN-60598 standard).
  - 3) Exposure to corrosive atmospheres and aggressive gases of chemical origin.
  - 4) Modifications, installations, or usage that is incorrect or not carried out by staff authorised by the Isofoton Aftersales Department.
  - 5) Damage caused by floods, plagues, earthquakes, actions by third parties, or any other *force majeure* cause outside of the normal conditions of operation of the equipment and out of Isofoton's control.

- c) The guarantee rights established herein do not cover the shipping costs of the defective Equipment and items incurred by the return to Isofoton and its subsequent return to the client. It also does not include the intervention costs for disassembling the faulty equipment or the subsequent reinstallation of the replaced parts; all of the foregoing applies except in the case of Equipment or items purchased for use in the European Union, in which case the provisions of Law 23/2003 of 10 July apply, which transposes Community Directive 1999/44/CE to Spanish Law.
- d) Isofoton reserves the right to supply different Equipment or item models to resolve claims accepted under guarantee, as a replacement, if the original model is no longer being manufactured. All replaced Equipment or items shall be under the ownership of Isofoton.

### 3) Claim under the Guarantee Rights:

Any client or user of Isofoton-brand Isoler I Streetlamp supplied by Isofoton, deemed to have justified grounds for claiming under the guarantee rights established herein, shall proceed as follows:

a) Inform immediately and in writing:

- 1) the company that sold you the equipment, or
- 2) if this does not apply, the authorised Isofoton distributor in the area (\*)
- 3) If this does not apply, the Isofoton Customer Care Department:  
[postventa@isofoton.com](mailto:postventa@isofoton.com).  
(\* Go to <http://www.isofoton.com>

For this purpose, the Claim Sheet Template (3) shall be used, which must be accompanied by a copy of the receipt for the equipment or item subject to claim showing the date of purchase.

- b) Once this claim has been received by Isofoton, the Aftersales Service Department will carry out an analysis, decide whether it falls under the protection of the provisions of this limited-guarantee document, and notify the client of this and the instructions to follow, within the shortest timeframe possible.
- c) The equipment subject to claim may not be returned without the prior written authorisation of the Isofoton Aftersales Service Department.

**d)** If, at the request of the client, and for reasons of urgency, the client requests to Isofoton the immediate replacement of the equipment or item subject to claim, prior to receiving the resolution of the claim from the Aftersales Department, said request should be sent with a Purchase Order to the Commercial Department.

Once the claim is resolved by the Aftersales Department, said Purchase Order will be subject to cancellation by the Credit Note, should the resolution of the claim be appropriate.

#### **4) Limitations of liability:**

**a)** Isofoton, S.A. will not be liable to the client, directly or indirectly, for any failure to comply with or delay in applying its obligations under guarantee that may result from *force majeure* or any other unforeseen incident not intended by Isofoton.

**b)** Isofoton's liability as derived from this Guarantee Certificate is limited to the obligations expressed above and, quantitatively, to the amount of the invoice paid by the client for purchase of the equipment subject to the claim, expressly excluding liability for consequential damages such as loss of income or operating profits, etc.

**c)** Isofoton will only be responsible for lack of conformity of the Equipment or item with the characteristics indicated in this Guarantee, when this is the result of incorrect installation, if installation is included in the contract for purchase and sales, and this has been carried out by Isofoton or under its responsibility, or by the consumer when the faulty installation is the result of an error in the installation instructions.

**d)** The stated limitations of guarantee shall apply provided that they do not contravene the applicable legal provisions of each country regarding liability for the product. If such contravention results in the cancellation of any of the above provisions, nullity will only affect that specific provision and all others shall remain in force. Specifically, any provision set out in this guarantee shall be null if it contravenes that which is set out in Law 23/2003 of 10 July, which transposes Community Directive 1999/44/CE to Spanish Law and it affects those Isoled I Streetlamps purchased for use in the European Union.

**e)** Any other Guarantee right not expressly mentioned in this certificate shall be excluded.

### 5) Entry into force, application and validity of the Certificate:

This Guarantee Certificate shall be applicable from the date indicated in its 1<sup>st</sup> edition (December 2007) and shall apply to all Isofoton-brand Isoled I Equipment or items supplied by Isofoton from that date, and remain valid until the Edition is changed, which will be communicated in writing with sufficient notice given.