

# MANUFACTURER'S GUARANTEE CERTIFICATE FOR ISOFOTON-BRAND THERMAL COLLECTORS

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## Standard Range



**1)** Isofoton S.A., a manufacturing company of Equipment for the exploitation of Thermal Solar Energy, with registered office at the Parque Tecnológico de Andalucía C/ Severo Ochoa No 50, 29500 Campanillas (Spain), guarantees that its products comply with the applicable technical and regulatory quality specifications, and that they are new products.

Isofoton guarantees the quality and specifications of its Thermal Collectors under the terms and conditions expressed hereinunder:

***10-year Guarantee against material or manufacturing defects***

Isofoton, S.A. guarantees that, for a period of 10 years from the date of delivery to the first buyer, its Thermal Collectors are free from faults in its materials or their manufacture that would prevent them from operating normally pursuant to the correct conditions of installation, use, and maintenance.

If, at any time, during this guarantee's validity period, the purchased Thermal Collector does not function correctly, owing to the appearance of faults in its materials or manufacture, Isofoton, S.A. agrees, depending on the fault presented, to replace (1) or repair (1) the faulty collector, or to refund the amount received from the client at the time of purchase.

*(1) If Collectors are replaced, the guarantee period will be renewed with its full initial extension. If it is repaired, the guarantee period will be suspended and then restarted once the repaired collector has been returned.*

Isofoton, S.A. guarantees the technical conditions contained in its technical and sales catalogues at the time of purchase.

The above guarantees offered by Isofoton at least apply universally to all Isofoton-brand Collectors, and Isofoton reserves the right to extend these depending on the different characteristics of markets or countries. In this case, these guarantee extensions will be covered in a further document.

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 guarantee may be exercised during the validity period established in each case and immediately upon discovery of the fault, except in the case of visible faults (Section 2.d), in which case the claim must be made within a maximum period of one month from the date the faulty Collectors were received at the client's warehouses.

**b)** Damage and faults relating to operation or service of the Collectors shall be exempt from the guarantee rights established herein, when these are caused by the following:

1) Accidents; use in mobile units; or negligent, improper, or inappropriate use.

2) Failure to comply with the instructions for installation, use, and maintenance set out in the corresponding Isofoton manual (Annex II).

3) Modifications, installations or usage that is incorrect or not carried out by staff authorised by the Isofoton After-sales Department.

4) Damage caused by pressure values, during testing or operation, on the primary collector circuit, exceeding those specified by Isofoton in its technical brochure, or caused by the use of water with composition values exceeding:

- a total of 500 mg/l of soluble salts,
- 200 mg/l of calcium carbonate (limestone),
- 50 mg/l of free carbon dioxide,
- pH including and between a minimum of 5 and a maximum of 12,

or damage caused by freezing, floods, plagues, actions by third parties, or any other reasons outside of the Collectors' normal operating conditions and outside Isofoton's control.

**c)** Collectors with serial numbers that have been manipulated or cannot be unequivocally identified are also exempt from the rights of guarantee.

**d)** Any aspects associated with the appearance of the Collector shall not be considered as faults, unless they are representative of a loss of operation or of the specifications specified in the technical and sales Isofoton brochures.

**e)** The guarantee rights established herein do not cover the shipping costs of the defective Collectors incurred by the return to Isofoton and their subsequent return to the client. It also does not include intervention costs resulting from the disassembly of the faulty Collectors, or the subsequent reinstallation of the replaced Collectors. All other costs are excluded, such as travelling time, vehicle and tool amortisation, availability of other resources, cranes, or lifting systems used for disassembly and subsequent assembly; all of the foregoing applies, except in the case of Collectors purchased for use in the European Union, in which case Law 23/2003 of 10 July shall apply, which transposes Community Directive 1999/44/CE to Spanish Law.

**f)** Isofoton reserves the right to supply a different Collector model to resolve claims accepted under guarantee, as a replacement, if the original model is no longer being manufactured. All replaced Collectors shall be under the ownership of Isofoton.

### **3) Claim under guarantee rights**

Any client or user (2) of Isofoton-brand Thermal Collectors, 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 Collectors,
- 2) if this does not apply, the authorised Isofoton distributor in the zone (2),
- 3) if this does not apply, the Isofoton Customer Care Department: [postventa@isofoton.com](mailto:postventa@isofoton.com).

(2) Go to <http://www.isofoton.com>

For this purpose, Claim Sheet Template (2) shall be used, which must be accompanied by a copy of the receipt of the Collectors 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.

**c)** The Collectors 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 asks Isofoton to return the Collectors subject to claim immediately, before the Aftersales Service Department has arrived at a decision, this request must be accompanied by a Purchase Order to the Sales Department.

Once the claim has been resolved by the After-sales Department, the aforementioned Purchase Order will be cancelled by sending a Credit Note provided that the claim decision was admitted.

**e)** Isofoton S.A. reserves the right to draw up *in situ* reports on received claims to verify any aspects that may be important to resolving the received claim better; the client must therefore not modify the installation conditions that led to the claim without the prior written consent of the After-sales Department.

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

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

**b)** Isofoton's liability as derived from this Guarantee Certificate shall be limited to the obligations expressed above and, quantitatively, to the amount on the invoice paid by the client for the Collector subject to claim, to the express exclusion of any responsibility for consequential damage such as loss of data in computer applications, loss of income or operating profits, variations in the heat provided by the service, etc., which do not contravene the legal provisions applicable in each country under product liability.

c) Isofoton will only be liable for lack of conformity of the Collector with the characteristics indicated in this Guarantee resulting from incorrect installation, when installation is included in the contract for sale and purchase and has been carried out by ISOFOTON or under its responsibility.

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 Collectors 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 **2<sup>nd</sup> edition** (January 2006) and shall apply to all Isofoton-brand Collectors manufactured from that date, and remain valid until the Edition is changed, which will be informed in writing with sufficient notice given.