

Limited Warranty for PV Modules. Contract XXXXXX

Commercial modules series: TM SERIES

1. Limited Warranty – Materials or Workmanship – 2 years

Tamesol Desa S.L. (simplified as “**TAMESOL**” hereafter), warrants its photovoltaic modules (simplified as ‘PV Module hereafter), including DC connector cable assemblies, to be free from defects in materials and workmanship under normal application, installation use and service conditions. If the product fail to conform to this warranty, for a period of 120 months from date of unloading at the customer (‘CUSTOMER’ hereafter) site, TAMESOL will, as its option, either repair or replace the product or refund the Purchase Price as paid by the CUSTOMER.

This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under Clause 2, hereinafter (Limited Peak power Warranty).

2. Nominal Power Limited Guarantee - Output

2a) 2 years

Provided that, within a period of two (2) years from the shipment date of the Modules to the Customer, any Module exhibits a power output less than 90% of the minimum peak power at Standard Test Conditions, as specified in the product specifications sheet TAMESOL fought on the date of delivery, provided that such loss in power is recognized by TAMESOL (with sole and absolute discretion) to be due to defects in materials or workmanship, according sole discretion, compensate TAMESOL that loss of power with the additional supply of PV module (s) to the CUSTOMER or the replacement of the PV Module (s) failedr

2.b) 15 years

If, within fifteen (15) years from the date of sale to the CUSTOMER any PV module (s) provides an output power of less than 80% of the minimum “* Nominal Power at STC” as specified in Product data sheet TAMESOL fought on the date of delivery, provided that such loss in power is recognized by TAMESOL (with sole and absolute discretion) to be due to defects in materials or workmanship, according sole discretion, TAMESOL compensate such loss in power with the additional supply of PV module (s) to the CUSTOMER or the replacement of the PV Module (s) failed.

3. Exclusions and limitations

3.a) In any event, all warranty claims must be filed within the applicable Warranty period.

3.b) Both the Limited Product Warranties and the Limited Peak Power Warranties do not apply to PV Modules which, in TAMESOL’s judgment, have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper installation, application or removal by any part not authorized in writing by TAMESOL;
- Non-observance of TAMESOL’s installation, user and/or maintenance instructions;
- Repair or modifications by someone other than an approved service technician of TAMESOL;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside TAMESOL’s control.
- PV modules installed in locations, which in TAMESOL’s absolute judgment may be subject to direct contact with salt water.

3.c) Both the Limited Product Warranties and the Limited Peak Power Warranties do not cover any transportation costs for return of the PV Modules, or for reshipment of any repaired or replaced PV Modules, or cost associated with installation, removal or reinstallation of the PV Modules.

3.d) Warranty claims will not be honored if the type of serial numbers of the PV modules have been altered, removed or made illegible. TAMESOL DESA S.L.

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4. Limitation of Warranty Scope

Subject to the limitations under applicable law, the limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of TAMESOL unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by TAMESOL.

TAMESOL shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the product, including, without limitation, any defects in the PV Module, or from use or installation. Under no circumstances shall TAMESOL be liable for incidental, consequential or special damages, however caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

TAMESOL's aggregate liability, if any, in damages or otherwise, shall not exceed the Purchase Price paid to TAMESOL by the COSTUMER, for the single unit of PV Module.

5. Obtaining Warranty Performance

If you feel you have a justified claim covered by this "Limited Warranties for PV Modules", immediately notify the (a) dealer who sold the PV Modules, or (b) any authorized TAMESOL distributor, of the claim in writing, or (c) send such notification to TAMESOL in Girona, Spain, writing a registered or certified letter to the address listed hereunder or sending an email letter to the email account of TAMESOL listed hereunder. In addition, please enclose evidence of the date of delivery of the PV Module. If applicable the CUSTOMER's dealer or distributor will give advice on handling the claim. If further assistance is required the CUSTOMER is invited to write to TAMESOL for instructions. The return of any PV Modules will not be accepted unless prior written authorization has been given by TAMESOL.

6. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for PV Modules, may be brought by the COSTUMER more than one (1) year after the cause of action has occurred.

7. Various

The repair or replacement of the PV Modules or the supply of additional PV Modules does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty for PV Modules be extended. Any replaced PV Modules shall become the property of TAMESOL. TAMESOL has the right to deliver another type of PV Modules (different in size, color, shape and/or power) in the case that TAMESOL has discontinued producing the PV Module in question at the time of the claim.

8. Force Majeure

TAMESOL shall not be in any way responsible or liable to the CUSTOMER or any third-party arising out of any nonperformance or delay in performance of any terms and conditions of sale, including this Limited Warranty for PV Modules, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control, unavailability of suitable and sufficient labor or material.

9. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

Note

*"Peak Power" is the power in watt peak that a PV Modules generates in its maximum power point.

*"STC" are as follows: a light spectrum of AM 1.5, an irradiation of 1000W per m², a cell temperature of 25°C

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