



Limited Warranty  
for PV Modules



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## LIMITED WARRANTY FOR PV MODULES. CONTRACT XXXXXXXXXXXXX - COMMERCIAL MODULES SERIES: TM SERIES

TAMESOL® (simplified as "TAMESOL" hereafter), warrants its products meet the technical specifications and quality standards that are applicable to them.

In this sense TAMESOL offers a double warranty for the PV modules sold to the customer, extending inherently the product itself (Product Warranty), as well as performance or power (Power Warranty).

In the first term, product warranty applies exclusively on the material and process of the modules, while performance losses (degradation) and minimum performance are the only object of the performance warranty.

### 1 Product warranty

TAMESOL, warrants to the CUSTOMER that 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 (10 years), from date of unloading at the customer site, TAMESOL will, as its option, either repair or replace the product or refund the Purchase Price as paid by the CUSTOMER, attending to objectively possible and economically provided criteria.

Unless proved otherwise, it is understood that the products comply with the agreement. In any case, The CUSTOMER must perform a visual inspection within a maximum period of 4 days from the date of delivery to claim damages that may have been produced in the transport, like breakage and scratches, and within a maximum of 30 days to claim manufacturing defects. It shall keep the original packaging. All visual defect in modules, as long as it does not affect its performance, it will not be cause for replacement.

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

### 2 Limited Peak Power Warranty – output power

TAMESOL provides an autonomous and voluntary warranty to the end customer for the modules it sells; this guarantee is subject to the modules provide the specified minimum performance in the data sheet delivered with the product.

## 2.1 Initial power

The CUSTOMER within a maximum period of 60 days from the date of delivery can make a test (performed by recognized and technically certified third parties and considered by both parties) to check the module initial power. In case of not reach the specifications of the datasheet of the product given in the date of delivery, this shall remedy defects or disgorge the performance with the corresponding modules after carrying out the own assessment.

## 2.2 Warranty period of 10 years

If, within ten (10) years from the shipment date of the Modules – output sale from our factory or warehouse- to the Customer, any PV Module(s) exhibits a power output less than 90% of the “\* Nominal Power at STC”, as specified in the product specifications sheet given by TAMESOL on the date of delivery, provided that such loss in power is determined by TAMESOL (through a report by recognized and technically certified third parties and considered by both parties with sole and absolute discretion) to be due to defects in materials or workmanship, according to their own criterion, TAMESOL will compensate such loss in power with the additional supply of PV module(s) to the CUSTOMER, or the replacement of the PV Module(s) defected.

If the indicated module is no longer produced at the time of the claim of the rights of the autonomous and voluntary guarantee, TAMESOL reserves the right to supply another type of solar module with similar or identical characteristics to this end.

## 2.3 Warranty period of 25 years

If, within twenty-five (25) years from the date of sale – output sale from our factory or warehouse – to the CUSTOMER any PV Module(s) exhibits an output power of less than 80% of the minimum “\* Nominal Power at STC” as specified in the product specifications sheet given by TAMESOL on the date of delivery, provided that such loss in power is determined by TAMESOL (through a report by recognized and technically certified third parties and considered by both parties with sole and absolute discretion) to be due to defects in materials or workmanship, according to their own criterion, TAMESOL will compensate such loss in power with the additional supply of PV module(s) to the CUSTOMER, or the replacement of the PV Module(s) defected.

If the indicated module is no longer produced at the time of the claim of the rights of the autonomous and voluntary guarantee, TAMESOL reserves the right to supply another type of solar module with similar or identical characteristics to this end.

### 3 Warranty general conditions

3.1. Warranty is only valid for the end customer. In any case such guarantees can be used for intermediate distributors, installers or second purchasers of the modules. For this purpose, are considered final customers, those who obtain consumer and user rating according to the General Law for the Protection of Consumers and Users (Spanish Royal Decree 1/2007).

It is imperative that, for this, the module is part of the solar system in which will be operated for the first time.

3.2. The guarantee TAMESOL offers its customers for the purchase of photovoltaic modules is an individual, voluntary and free service which is required in any case beyond the prevailing legal and contractual arrangements between the parties.

3.3. The warranties given herein are valid within the European Union where the photovoltaic module TAMESOL market for the first time. If sold in third countries shall apply specific safeguards regime of the particular region.

### 4 Exclusions and limitations

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

4.b) Both warranties are exclusively for appropriate and normal application, installation and use and appropriate use of the product under normal use conditions, expressly excluding those as provided TAMESOL that have undergone:

- Misuse, abuse, neglect or accident;
- Modification or deterioration caused by force majeure (storm, hail, fire, power failure, lightning strike, flood, damage by snow, avalanches, frost, earthquakes, cyclones, volcanic eruptions, landslides, plagues of insects, other damages caused by animals, ...) as a result of vandalism and theft; and caused by an improper handling or storage;
- Alteration, improper installation, application or remove any part not authorized in writing by TAMESOL;
- Non-compliance 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, lightning, flood, fire, accidental breakage or other events outside TAMESOL's control;
- Installation or connection with other modules from different manufacturers;
- PV modules installed in locations, which in TAMESOL's absolute judgment may be subject to direct contact with salt water, or other external agents such as dust, smoke, chemicals and other pollutants;

- Defects in the system in which the module is installed.
- Insufficient ventilation; Modules must not be exceeded under any circumstances the maximum temperatures specified in the construction/operating instructions.

4.c) Both 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.

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

4.e) Warranty claims cannot be transferred to third parties.

For these guarantees be valid, it is assumed that the modules are used in an appropriate manner in accordance with the intended use.

In addition, it is essential to stick to the instruction manual for assembly and use. It is essential for the validity of the guarantees, compliance with the safety and warning instructions specified in these instructions and the instructions for assembly and use correct condition.

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.

## 5 Limitation of Warranty Scope

To make effective the obtaining or claim benefits specified guarantees, these should always be communicated in writing, in Spanish or English to TAMESOL – these communications must be performed by a certified letter or certified from your postal address – or by e-mail forwarded to [service@tamesol.com](mailto:service@tamesol.com).

In addition, it should include:

1. A document stating the date of delivery of PV modules;
2. Original invoice or document proving irrefutably that variety;

Where appropriate, the seller or the same dealer informs about the wording of the claim. If you need additional assistance, the CUSTOMER is invited to write to TAMESOL for instructions. The return of any PV modules will not be accepted unless there is prior written authorization provided by TAMESOL.

## 6 Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty for PV Modules, can be exercised by the CUSTOMER more than three months (3) after the cause of action has occurred. They will not be considered claims submitted after the deadline has passed. To certify compliance of the warranty period is essential to timely receipt of relevant claim.

For warranties and legal disputes arising from these rules the Spanish legislation and exclude legislation about international sales contracts (CISG) and conflict between different laws is excluded.

## 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.

## 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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