

HELIOS ENERGY EUROPE S.L. PRODUCT WARRANTY

By this document Helios Energy Europe S.L certifies that the photovoltaic modules, manufactured and serviced directly from its premises in Badalona, conform to the requirements of the specified standards of quality and robustness and the following terms and conditions enforcement:

a) Twelve year guarantee for manufacturing or material defects

Helios Energy Europe S.L. guarantees that, for a period of twelve years from the date of invoice, their modules are free from faults in their materials or our own manufacturing process, under normal conditions of installation and use.

Should at any time during the aforementioned guarantee validity period, the module not function correctly due to its manufacturing or to deterioration or wear of one of its relevant components, Helios Energy Europe S.L. agrees, depending on the type of found, to repair, replace or refund the particular faulty panel.

b) Twenty-five year power guarantee

Helios Energy Europe S.L. guarantees that, for a period of twenty five years from the date of invoice , the average power the module generates and which is measured conformed to IEC 60904 standard test conditions ($I=1000W/m^2$, AM 1.5, Tcel: 25°C), will not be lower than 80% of its minimum value.

Should any time during the aforementioned guarantee validity period, the module not reach the aforementioned minimum power value, Helios Energy Europe agrees, depending on the type of defect found, to repair, replace or refund for the particular faulty panel.

c) Exclusions and Limitations of this Guarantee

The following cases shall not be covered by the guarantee-related rights herein referred:

- Accidents caused by transport (on Ex Works Badalona sales condition), or storage at client's site,
On different commercial arrangements including warehousing, the limitation and exclusion of guarantee shall be negotiated and agreed by the parties.

- Incorrect handling, negligent installation, use or maintenance
- Damage resulting from surges, storm discharges, floods, earthquakes, fires and actions by third parties or any other reason implying non conformity with standard conditions of operation
- Manipulation of modules serial numbers leading to incorrect identification of the faulty module
- This guarantee will be limited to the module's purchase price covered by the claim. Under normal circumstances does not cover any damages suffered by the purchaser, acquirer or third parties as consequence of the malfunctioning of the module, such as loss of profit, damage for lack of service, additional repair costs, claims from third parties, etc.

The guarantee expressed herein shall not cover the shipping costs incurred by the return of the repaired or replacement modules from/to site, whatever the cause is, nor the installation and/or reinstallation of the modules.

d) Making claims under the warranty

Any user of HELIENE photovoltaic modules who considers having good cause in accordance with Sections A and B to claim the warranty, which shall proceed as follows:

- Inform the company that sold you the module by submitting a claim in writing. It is not possible; contact your distributor of HELIENE modules. If neither exist in your case, contact Helios Energy After Sales Service at: info@heliosenergy.es
- In order to submit the claim, use the claim form available on Helios Energy's web site (<http://www.heliosenergy.es>), where you must indicate the serial number of the affected modules. In addition, provide a copy of the invoice for the modules indicated in the claim, which shows the date of acquisition.
- After the receipt of such a claim, Helios Energy's After Sales Service will carry out an initial assessment and determine if the submission of the sample is necessary in order to carry out a detailed analysis in the factory that could help resolve the problem.
- In a case where the claim is received through a reseller or Authorized Distributor, the end client will be informed by the party that made the said claim.
- The return of modules covered under warranty may not be made without prior written consent of Helios Energy's After Sales Service.

- If a claim is made for an urgent reason, Helios Energy Europe will be requested to immediately replace the modules indicated in the claim in advance of the resolution of whether or not the claim is appropriate, the said claim must be accompanied by a purchase order. Once the claim is settled by the After Sales Service, and if it is considered legitimate, the purchase order issued shall be cancelled. Should the complaint not proceed, Helios Energy will issue an invoice for the modules delivered on request. The invoice payment must be made within five (5) business days.

BADALONA, OCTOBER 2012



Mr. Benigno Moreno

General Manager