



ILB Helios Group: ILB Helios AG | ILB Helios Spain S.A. | ILB Helios Italia Srl

Warranty for ILB Helios PV-Module Series NA and EN

By acquiring the products of ILB Helios Group, you have purchased quality. As a sign of confidence in this quality, we are pleased to grant you the following warranties and guarantees for our photovoltaic products.

The ILB Helios Group photovoltaic modules have been meticulously manufactured and are, if used correctly according to the operating instructions and other pertinent regulations, neither a risk to life or health nor to materials; in the production process ILB Helios Group photovoltaic modules are checked and tested for their functionality, performance and perfection. ILB Helios Group warrants the following conditions for the photovoltaic modules according data sheet(s) purchased from ILB Helios Group.

This warranty applies only to ILB Helios Group photovoltaic modules which were sold by ILB Helios Group and were labelled originally with the name of the manufacturer, ILB Helios Group. If you have any doubts in this respect, please contact your dealer.

A. Material and processing warranty

The warranty period for material and processing errors is 120 months from the CIF delivery date or date of invoice whereby the earlier point of the time (delivery note or invoice document) is applicable. The warranty for material and processing applies for all possible material and processing errors which may alter the functionality of the products but does not include errors which result from incorrect handling, product modifications, installation, conversion or additions, supplements, operation, natural elements, excessive or deficient energy supply, chemicals, the effect of solid bodies or deliberate damage. Any warranty works carried out or payments made do not extend the warranty period.

ILB is guarantying basically only the costs for the replacement of the module and not for profit lost and additional costs related to the warranty case.

B. 25 years performance warranty

ILB Helios Group gives warranty for the fact that the performance of delivered ILB Helios Group photovoltaic modules does not deteriorate within a period of 10 years of the commencement of the warranty period (CIF delivery date or date of invoice) by more than 8% of the minimum performance to be assumed on delivery, or that, within a period of more than 10 and up to 25 years, the performance of delivered modules does not deteriorate by more than 15% of the minimum performance to be assumed on delivery. Any warranty works carried out or payments made do not extend the warranty period.

The determination of performance shall take place according to IEC 61215 standard checking conditions by checking the photovoltaic module with a flasher at STC conditions (cell temperature 25°C, irradiance 1000 W/m², and spectrum AM 1.5) with a system calibrated by ILB Helios Group and with an approved reference cell and a light influence period per flash of longer than 10 ms.

The minimum performance to be assumed on commencement of the warranty period can be seen from the performance information (performance class) affixed by ILB Helios Group to the module, less the production dispersion stated on the data sheet, less the measurement tolerance of the measuring device used.

There is, according to this, a minimum performance if the average level of performance (the average resulting from at least 3 measurements) evident during the check plus the measuring tolerance for the case deteriorates by more than 8% within 10 years of the commencement of the warranty period or 15% within more than 10 und up to 25 years of the minimum performance value to be assumed.

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ILB Helios Group is accepting only measurements accomplished by the TÜV laboratories in Cologne, according to their test standards.

C. Complaint for new products and reflashing

ILB Helios Group will only accept a complaint for new products within a period of 30 days after delivery date CIF or EXW according to the delivery agreements in the contract. Damages such as broken glass or damages caused by the transportation must be documented and reported to ILB Helios immediately. Complaint has to be send to ILB Helios in written form by a registered letter.

The new modules which have to be tested by reflashing as requested by the buyer must be tested within a period of 30 days after delivery date CIF or EXW according to the delivery agreements in the contract. The modules have to be send unused and in the original packing to TÜV Cologne in Germany. The to be tested modules must not have any damages caused by transportation. ILB Helios has the right to be present when the test takes place. All cost for the transport and the reflashing test are on the buyer's account.

All parties accept the TUV test result, which will be reduced by the measurement tolerance of the measuring device used by TÜV (Tolerance in TÜV Report).

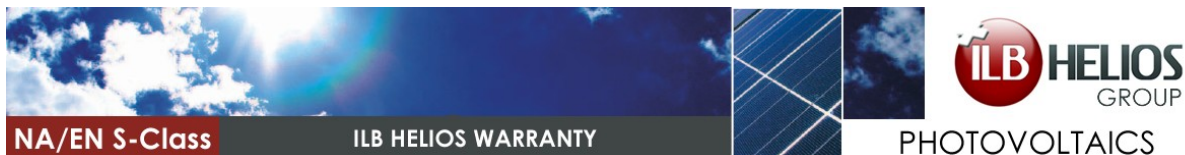
In a warranty case for new products and reflashing, ILB Helios is only refunding the costs for the replacement. In addition, ILB Helios is responsible to elimination a complaint or providing solutions to eliminate a complaint. Independent solutions from the buyer side have to be approved in written form by ILB Helios, other vice the buyer will loss the right to claim.

D. General conditions for claims

The above-stated performance warranty exclusively applies to losses in performance which arise through degradation and do not apply for other defects on the modules or losses of performance through other defects such as, for example:

- incorrect installation
- incorrect load-bearing construction incl. fastening elements
- environmental influences such as contamination or damage through smoke, gases, salt, chemicals
- natural elements
- over or undersupply of energy (over or under voltage)
- deficient servicing
- influence of solid bodies
- deficient plant planning, configuration or assembly
- incorrect handling or incorrect operation
- improper operation
- unsuitable servicing and unsuitable tests, glass breakage due to external influences, external stress, vandalism or theft
- operation under unsuitable ambient conditions or unsuitable methods deviating from the product specifications, operating instruction or nameplate information
- operation on mobile units like cars, boats or aeroplanes etc.

The performance guarantee does not cover the transportation expenses for the return shipment of the modules or for any renewed delivery of the repaired or replaced modules. It also does not cover the costs of installation or reinstallation of modules, and other expenses incurred by the final customers or the seller.



ILB Helios Group's total liability is limited to the purchase price for the defective products, except in the cases in which ILB Helios Group caused loss of life, physical injury or injury to health.

E. Glass breakage

The glass used for the modules is a very high quality product. The breakage of this glass is generally caused by external factors only. Thus, a claim may be asserted, only if and to the extent that it can be shown that no external factors in fact existed, unless ILB Helios Group's responsibility is presumed under the law.

F. Assertion

ILB Helios Group provides warranty for defects on the modules delivered by ILB Helios Group. Other defects, damage or demands, no matter of which type, are not covered by this warranty; compensation by ILB Helios Group is limited, according to the choice of the guarantor to replacement of the photovoltaic module, repair, subsequent delivery of modules or the granting of a price reduction to the extent of the deficient performance at the market price valid at the point of time of the commencement of warranty or the warranty demand according to the choice of ILB Helios Group. Dismantling, installation or conversion costs, or lost interest, or claims for loss of earnings or similar shall not be met.

The warranty shall be asserted with ILB Helios Group in writing enclosing a copy of the invoice and a description of the defect/loss of performance within the warranty period. ILB Helios Group shall accept no returns of modules without the previous written request for this.

The guarantee is given only by the selling ILB Group company. Any claim must be done direct to the contract partner from the buyer. Only the selling ILB Group company is the legal responsible partner of the buyer.

These warranty terms and conditions are governed exclusively by Swiss law to the exclusion of the rules of private international law (conflicts of law).

G. Contact

All correspondence has to be done by the contact addresses below:

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