

**TECHNICAL ASSISTANCE SERVICE
WIND & SUN SERVICE SPAIN, S.L.**



GENERAL TERMS AND CONDITIONS

Wind&Sun Service is the TECHNICAL ASSISTANCE SERVICE (SAT-acronym in Spanish) authorised for the after-sales service of the photovoltaic inverters of the brand HELIOS SYSTEMS.

These terms and conditions constitute the agreement between the parties in reference to the TECHNICAL ASSISTANCE SERVICE (SAT) that includes the transactions of purchase/sale of replacement parts and repair services or assistance, between WIND & SUN SERVICE SPAIN, S.L. (hereinafter WIND & SUN SERVICE) with registered offices at Calle de l' Enginy nave 7 – 08840 Viladecans (Spain), Fiscal Identification Code (CIF) B63946875 and its Customer.

The Customer accepts the General Terms and Conditions for the technical assistance services that are explained below.

These general terms and conditions are not applicable to the maintenance contracts signed expressly between Wind & Sun Service Spain SL and the Customer.

1. PURPOSE:

The Official Technical Assistance Service of HELIOS SYSTEMS, hereinafter SAT, undertakes to carry out the Technical Assistance of the equipment model specified in the general information of the installation which the Customer has acquired and shall be expressed in each communication that is sent to WIND & SUN SERVICE.

2. CONTRACTED FEATURES:

Technical Assistance Service includes:

A) Remote technical assistance service:

- By telephone
- By e-mail or Internet

It deals with first-level technical assistance services, such as: establishing a diagnosis of the breakdown and trying to establish the list of parts to replace, as well as assistance in analysing the possible faults of programs and necessary stages in order to change the software versions, data analysis for improvements or performance comparisons.

B) In-situ technical assistance service:

- In-situ installation service of HELIOS SYSTEMS monitoring inverters and components.
- Start-up service of the inverter's power production.
- Start-up service of the communication of an inverter or a plant.

- In-situ repair service.
- Servicing according to the new regulations.
- Installation of new software versions.
- In-situ problem or data analysis.
- Preventive maintenance service.

- C) Sale of replacement parts.
- D) Distance or in-situ training.

- At the time the Customer has an incident in his installation, he must contact the SAT in order for it to be able to prepare a proposal to be accepted by the Customer.

- This proposal will include the visits to the installation, if necessary, the sale of replacement parts and the operations necessary as a consequence of the detection of any anomaly in the functioning of the installation.

- WIND & SUN SERVICE will perform the repairs or replacement of parts in the shortest time possible once it has received the breakdown notice, but it will not be responsible for the losses caused by the delay in the supply of replacement parts or equipment. The delivery period of the replacement parts will be 15 days for parts of national origin and 30 days for parts that are received from other countries.

4. EXCLUSIONS:

4.1. WIND & SUN SERVICE is not responsible for being able to give assistance that solves the problems or breakdowns of the installation if such breakdowns are caused by any case of force majeure, such as flooding, freezing, entry of water, condensation, fire, theft, vandalism; negligence or improper use by the Customer or outside third parties; corrosion or rupture of the device, of the wires and similar complements; faults that can be directly or indirectly derived from not having complied strictly with the rules and instructions of the Maintenance Manual, of the SAT and its technicians; and especially for environmental causes such as dust, rain or foreign bodies due to the place where the installation is located and that the Customer has not avoided.

4.2. Breakdowns are also excluded that are caused by the refusal of the Customer to follow the recommendations specified by the SAT technicians, with respect to the substitution/repair of any element (accessory, replacement or similar) of the equipment or of the installation to which it is connected, which harms the normal functioning of this equipment.

4.3. Similarly, the Customer must carry out the maintenance tasks that include the control of worn parts and, given the case, their replacement; the functional verification of components; control of contact and the cleaning of the interior of the control cabinet.

5. OBLIGATIONS OF THE WIND & SUN SAT SERVICE:

5.1. SAT and its technicians possess all the administrative authorisations and civil liability insurance that the current laws require. Furthermore, the SAT technicians have the professional qualification necessary to carry out the work that is the subject of this document.

5.2. The SAT complies strictly with the regulations that govern its activity and is subject to rigorous quality control processes of its products and services.

5.3. WIND & SUN SERVICE assumes the quality of employer with regard to the employees that carry out the service that is the subject of this contract, declaring it is up to date in the payment of their social security contributions and exempts the Customer from any liability for accident that they may suffer when carrying out the activities derived from this contract.

5.4. The telephone assistance and the receipt of notices shall take place, in office hours from Monday to Friday, excluding holidays.

5.5. The requests shall be tended in the shortest time possible, during work hours, not including assistance on Saturdays and holidays.

5.6. Once the request is received, the SAT will send to the Customer a proposal that will include the price of the replacement or substitution parts, labour, travel and any other cost; time period for the assistance or delivery of replacement parts and payment system.

5.7. The SAT activity agreed in these General Terms and Conditions is regulated under the Law 21/1992, of 16 July, on Industry, Royal Decree 1027/2007 and concordant regulations in effect.

6. OBLIGATIONS OF THE CUSTOMER:

6.1. The Customer promises to carry out at its expense and responsibility any prior work that may be advisable or necessary so that the equipment is accessible to the SAT personnel, with the need to use, if necessary, fastening elements, scaffolding, harnesses, cranes, etc., -to guarantee their safety- in order to carry out the technical assistance. The cost of this prior work, in any case, shall be assumed by the Customer.

6.2. The SAT will contact the Customer in order to carry out the requested service. If the Customer could not be contacted, the responsibility for carrying out the service will continue to fall on the Customer, as a legal obligation provided in the Articles 25 and 26 of R.D.: 1027/2007, of 20 July.

If the SAT cannot carry out the work in situ, as had been budgeted, for causes attributable to the Customer, the latter shall have to pay the amount of the extra cost that may be generated.

6.3. The Customer will notify the SAT in writing of any change in the ownership of the installation.

6.4. Once the SAT provides the service, the Customer must sign the acceptance by means of the form contained in the SERVICE RECEIPT SHEET, in which he will give his approval of the service provided, verifying the correct functioning of the installation.

6.5. The Customer will have contracted civil liability insurance that covers possible damages that may occur in the installation.

7. GUARANTEES:

7.1. The SAT, as Official Technical Service of the brand HELIOS SYSTEMS, will analyse whether or not the breakdowns of the installation constitute a lack of conformity, in accordance with

the provisions of Leg. R.D. 1/2007, and, where applicable, whether these breakdowns are covered by legal or commercial guarantee. If the breakdowns are not covered by the guarantee, according to the marked deadlines and the classified causes, the SAT will inform the Customer of this circumstance and therefore, the service that SAT provides will be outside the guaranteed coverage, which signifies a new contract according to these General Terms and Conditions of TECHNICAL ASSISTANCE SERVICE.

Conditions of the Guarantee of the SAT

- Legislative Royal Decree 1/2007, of 16 November, establishes a legal guarantee that binds the provider of the TECHNICAL ASSISTANCE SERVICE.

WIND & SUN SERVICE does not respond for the manufacturer's guarantee of the manufacturing of the equipment that forms part of the installation. Therefore, any breakdown or anomaly in the service provided by the SAT is the responsibility of the SAT itself and in no case of the manufacturer of the equipment and of the installation.

- WIND & SUN SERVICE will guarantee, as provided in the Law 7/1996, of 15 January, on Retail Trade, in any case, to the Customers the supply of replacement parts and the software programs during a minimum period of five years counting from the date in which the product or software version stops being manufactured.

- WIND & SUN SERVICE will respond for the lack of conformity that become evident within the six months following the provision of the technical service provided. If the lack of conformity is demonstrated having transpired six months from the provision of the assistance, the Customer must prove that the lack of conformity existed when the equipment was delivered, that is, that it deals with a non-conformity of origin. The Customer must inform WIND & SUN SERVICE of the lack of conformity of the asset in a period less than TWO MONTHS from the time it was known.

- The SAT shall not be responsible if the breakdown occurs after the provision of the service and if the Customer has not complied with the obligations that are laid out in these general terms and conditions in the point 6, and specifically if, in addition, the Customer, has not complied with the following points or the following events have occurred:

- The equipment has been installed according to the instructions and installation manuals of HELIOS SYSTEMS, as well as according to the regulations and rules for each type of installation applicable in the place where the installation is carried out.
- There is a deficiency in the connection which is the Customer's responsibility, that is, that the customer guarantees the values of the power entering in the inverter and especially that the values of I_{dc} , V_{dc} are within the range specified in the technical information of the product; as well as the values of the connection to the network, I_{ac} , V_{ac} and frequency, which also have to be within the range specified in the technical information of the product.

The customer also guarantees that the connections to the ground system and/or the neutral are connected correctly for the proper functioning of the product.

- The parts that need to be substituted shall be those determined by the Official Technical Service and in all the cases they shall be original or repaired parts from WIND & SUN SERVICE. The parts removed from the Customer because of substitution shall become property of WIND & SUN SERVICE.

- The HELIOS SYSTEMS equipment has been designed and manufactured for certain conditions of use. Its application for uses other than those provided makes the guarantee ineffective. Such undue application, and its consequences, shall be the exclusive responsibility of the one who projects, installs or uses it.

Regarding the parts and programs

For reasons of technical development, it is possible that the replaced equipment offered or components acquired subsequently are not compatible with the viability of the installation or with other components installed in situ. The work and costs that may result from this shall not be covered by the guarantee. There is no right to compensation for the damages caused. The software updates may only be done by the SAT, for which reason the SAT shall not be liable for any update or alteration of the programs that the Customer may make himself.

Exclusion of the guarantee

The following cases are excluded from the guarantee regarding the services provided by the SAT:

- Improper use of the equipment
- Improper installation or handling or not according to rules
- Operating the equipment with defective protection devices
- Unauthorised modifications of the equipment or repair attempts
- The effect of foreign bodies and cases of force majeure (for example, lightning, surge, storm, fire, etc.)
- Insufficient ventilation of the equipment
- Non-compliance with the pertinent safety guidelines (VDE, among others)
- Damage during transport and installation
- causes of incorrect planning/sizing/installation
- Unofficial importing in countries in which the equipment is not authorised or for those that it is not destined
- Vandalism or theft
- Breakdowns / failures in combination with accessories of other brands
- Connection failures
- Impairment of power sources of the equipment by reason of surge or incorrect handling
- Environmental causes such as dust, rain or foreign bodies due to the place in which the installation is located and that the Customer has not avoided.

8. LIMIT OF SAT LIABILITY:

The right is excluded to indemnity and/or economic compensation for the expenses in which the Customer may have incurred because of the repair or technical assistance provided, if it was done correctly and in compliance with these GENERAL TERMS AND CONDITIONS. The SAT shall be responsible only for the damages that may be caused by its actions, if it contravenes the present GENERAL TERMS AND CONDITIONS and up to the maximum amount of 10,000 Euros.

In the event that the Customer understands that an action by the SAT took place that signifies non-compliance with what is stipulated in these GENERAL TERMS AND CONDITIONS and causes him damage, it shall file a claim as stipulated in Clause 12 so that the responsibility of the SAT is demonstrated.

9. PRICE:

9.1. The prices are understood as EX WORK, excluding the packaging and the legally applicable VAT in effect. The risk shall be transferred to the Customer when the supplied products are delivered for shipment or collection by the Customer, even if carriage free delivery was agreed. The risks of usual transport may be insured at the request of the customer and at the cost of the supplied products.

9.2. If the Customer delays its payment, the SAT may refuse future services.

9.3. The signature of the order and signature of the SERVICE RECEIPT SHEET do not prove or presuppose the payment thereof, which will be accredited by the receipt or bank voucher.

10. RESERVING THE OWNERSHIP

WIND & SUN SERVICE reserves the ownership of the products supplied until the Customer pays all the amounts pending invoicing. The Customer is prohibited from assigning or encumbering these products until they have been paid in their entirety.

11. ORGANIC LAW ON PROTECTION OF INFORMATION:

In accordance with the provisions of the Organic Law 15/1999 on the Protection of Personal Information, the user is informed that its information is going to be included in a file for which WIND & SUN SERVICE SPAIN, S.L., with registered offices at Calle de l' Enginy nave 7 – 08840 Viladecans (Spain), CIF B63946875 is responsible, to which he expressly consents, indefinitely, to the processing of his information for the fulfilment of his legal and contractual compliance, the correct provision of the commercial guarantee and the customer assistance service, the sending of commercial information on products and services related to the equipment of the brand HELIOS SYSTEMS and the realisation of satisfaction and quality studies. Thus, the user grants his consent for the assignment of his personal information, with the aims indicated above, to WIND & SUN SERVICE SPAIN, S.L. and its group of companies, as well as to the Official Technical Assistance Service. The user may exercise his rights of access, rectification, cancellation and opposition by means of written communication addressed to the attention of the Information Protection Manager, at the address of WIND & SUN SERVICE to which a document that accredits his identity shall be attached.

12. APPLICABLE LEGAL SYSTEM AND COMPETENT JURISDICTION:

The legal system applicable to these general terms and conditions for the provision of technical service as well as any dispute related to this contract shall be the laws of the Kingdom of Spain.

If any stipulation of these general terms and conditions was considered null and void, illegal or of impossible fulfilment, the validity, legality and fulfilment of the remainder shall not be affected in any way, and shall not undergo modification for any reason.

With an express waiver to the Jurisdiction that may correspond to them, the parties will submit to the Courts and Tribunals of Barcelona (Spain) for any litigious issues that may affect the interpretations and application of the terms of these general conditions.