



## WARRANTY STATEMENT

### PRODUCT & PERFORMANCE LIMITED WARRANTY

<b>Product name / description</b>	
<b>Invoice No.</b>	
<b>Applicable Warranty (Strike off which is not applicable)</b>	<input type="radio"/> Product Warranty <input type="radio"/> Performance Warranty <input type="radio"/> Product and Performance Warranty
<b>Issued by</b>	Name: Designation:  Signature:

#### 1. WARRANTY PERIOD

This Limited Warranty shall only apply to Modules supplied by Renewsys India Private Limited (hereinafter referred to as "RIPL") as mentioned below:

**Model name:**

- a) **"DESERV- 3M6" Series**
- b) **"DESERV- C" Series**
- c) **"DESERV- PRIME" Series**
- d) **"DESERV- X-PRIME" Series**

**RIPL** provides the following Limited Warranty only to the First Purchaser / First User (herein after referred to as "USER") of its photovoltaic products ("Modules").

#### 2. LIMITED AND CONDITIONAL PRODUCT WARRANTY

The limited and conditional product warranty period for RIPL modules are as under:

- a) "DESERV- 3M6" Series : 10 Years
- b) "DESERV- C" Series: 5 Years
- c) "DESERV- PRIME" Series : 5 Years
- d) "DESERV-X-PRIME" Series : 5 Years

RIPL warrants that, from the Warranty Commencement Date (as defined in "Clause no. 10") the Module(s) sold hereunder shall be free from defects in material and workmanship under standard application, installation, and service conditions, for a period as defined above.

These product warranties are subject to the conditions contained in this Warranty Statement (hereinafter referred to as "Warranty Term").

The following applies to all the Warranted Module(s) of RIPL:

If during the Term of Warranty, the Module(s) is / are found to be having material and workmanship defects, then RIPL will, at its sole discretion either:

- (i) repair,
- (ii) replace such Module(s) with similar Module(s),
- (iii) refund the purchase price of the module without interest or any charge, as measured by depreciating @ 5 % per annum on original purchase price,
- (iv) provide supplementary Module(s) free of charge to the purchaser, for the balance Term of Warranty.

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Any deterioration in appearance of the product (including any scratches, stains, mechanical wear, rust, spots and aesthetic defects) or any other changes to the product which occur after delivery to the User, do not constitute defect under this Limited Warranty. This type of changes does not lead to deterioration in the operational capabilities of the module. Claims in the event of glass breakage shall only be enforceable to the extent that there was no external cause for the breakage. (i.e only breakage caused by the glass itself or the module is covered). Further, RIPL disclaims the warranty for any latent defect.

This limited Warranty is only for the Modules and does not warrant the level of power output. This Warranty is subject to Warranty Exclusions and Limitations. Further no other implied warranties would be recognised or accepted other than the ones expressly mentioned in this statement.

### **3. LIMITED AND CONDITIONAL WARRANTY FOR PRODUCT OUTPUT**

The limited and conditional power output/performance warranty period for RIPL modules are as under:

**a) “DESERV- 3M6” Series: Period 25 years (10 years + 15 years)**

RIPL warrants that for a period of 25 years from the Warranty Commencement Date (as defined in “Clause no. 10”), the Module(s) sold hereunder could generate a power output of:

- (a) about 90% of the rated power for a period of 10 years;
- (b) about 80% of the rated power for the remaining Term of Warranty

from the Warranty Commencement date subject to and under Standard Testing Conditions (STC) of 25°C, 1.5 AM, 1000W/m<sup>2</sup>.

**b) “DESERV- C” Series, “DESERV- PRIME” Series & “DESERV - X-PRIME” Series: Period 10 years**

RIPL warrants that for a period of 10 years from the Warranty Commencement Date (as defined in “Clause no. 10”), the Module(s) sold hereunder could generate a power output of:

- (a) about 80% of the rated power for a period of 10 years;

from the Warranty Commencement Date subject to and under Standard Testing Conditions (STC) of 25°C, 1.5 AM, 1000W/m<sup>2</sup>.

These limited and conditional warranties, for product out/performance is subject to the conditions contained in this Warranty Statement (hereinafter referred to as “Warranty Term”).

If Module(s) is/are not providing the warranted percentage of its power output, and if such a decrease in power is determined to be due to defect in materials or workmanship under normal application, use and service conditions, during the Term of Warranty:

- RIPL will, at its sole discretion, use its own equipment or method under STC or use a neutral third party after agreeing with user for testing performance of Module(s),

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- If the results of such test prove beyond doubt that the Module(s) is/are not providing the warranted percentage of its specified minimum power output during the Warranty Term, then RIPL shall, at its sole option either:

- (i) repair,
- (ii) supply similar Module(s) for replacement, or
- (iii) provide supplementary Module(s) to bring the aggregate power output to the warranted percentage of the power output, or
- (iv) Refund the current market price of a comparable module at the time of customer's claim.

- Repair or supply of Module(s) shall be performed free of charge only if the Module(s) is/are found to have defect in materials or workmanship or short in output proved through the aforesaid test.
- Since the test(s) is/are performed by consent of USER, RIPL or its selected Third Party's inspections and tests shall be final and decisive for the existence or non-existence of the defect, non-conformity and/or output shortage.

**Tolerance:** All modules are supplied with standard tolerance of +/- 3% and positive binning is available on request. Hence all power warranties will be applicable from the lower Tolerance levels or from minimum power obtained at STC.

#### **The following applies to all the Warranted Module(s) of RIPL:**

- USER hereby agrees to bear, the costs of any on-site labour and any costs associated with the installation, removal, reinstallation, shipping or

transportation on freight prepaid basis of the Module(s) or any components thereof for replacement or service under this limited & conditional Warranty.

- RIPL may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing the Modules under this warranty.
- After Replacement, the Module(s) with alleged defect shall become the property of RIPL.
- In case of replaced Module(s), the Warranty is available for only balance Term of Warranty and the Term of Warranty shall not again start from the date of replacement of Module(s).
- Return of any replaced Module(s) is not accepted unless prior written authorization in writing has been given by RIPL. RIPL may necessarily not supply the identical Module owing to constant changes in technology but would supply similar Module that may be available at the time of Warranty Claim.

#### **4. WARRANTY TRANSFER**

- Notwithstanding anything to the contrary in this warranty certificate, the Warranties provided herein shall apply only so long as the Module(s) warranted hereby are owned by the USER who has purchased the Module(s) for its, his, or her own use and not for purposes of resale, lease, or any other form of alienation.

However, this warranty may be transferred or transmitted by written consent and sole discretion of RIPL, when the Module(s) remains installed continuously "as it is" including the place of installation at the time of registration of Warranty.

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#### 5. PROCEDURE TO CLAIM WARRANTY

If the Users believes that he / she has a justified claim covered by this Limited Warranty, and wishes to seek a remedy hereunder, the USER shall promptly contact the local customer service manager.

The Warranty Claim Application should be made within 3 months after discovery of faulty module(s) supported with the corresponding serial numbers, photographs of the Module(s), date on which the Module(s) have been purchased, original invoice, place of purchase, name of dealer / distributor and details of previous claims made, if any, and nature of such claims.

In any case, all warranty claims (with proof of defect) and proof of purchase, must be received within the Term of Warranty for this warranty to be effective. Any claim that accrued within the relevant Term of Warranty but brought even a single day after the expiry of the Term of Warranty shall not be entertained by RIPL and the USER thereby discharges RIPL unconditionally against any claims of whatsoever nature with respect to the Products under this Warranty Statement. RIPL will not accept any returned panels without a prior lodged compliant.

Any false information in the Warranty Claim Application shall result in rejection of the Warranty Claim without prejudice to RIPL's further remedies under the law.

#### 6. EXCLUSION AND LIMITATIONS

In addition to any other exclusion, limitations or conditions set forth in this Limited Warranty, the following exclusions and limitations apply hereto:

- a) All Warranty claims must be received within the applicable Warranty period for this Warranty to be effective.
- b) This Limited Warranty does not apply to any module which in RIPL's sole judgment, has been subject to:
  - Failure to meet the agreed commercial terms with RIPL
  - Failure to follow the installation, operation or Cleaning & maintenance instructions/ guidelines given in the manual
  - Exposure to voltages excess of maximum system voltage
  - Abuse, vandalism, misuse, omissions or negligent acts
  - Use on mobile units such as ships and vehicles
  - Installation in corrosive environment or damp conditions
  - Repair, modifications or movement of the Module(s) by someone other than a licensed service technician
  - Improper transportation, storage & handling
  - Alteration, improper attachment, installation and application of the PV Module(s)
  - Installation in direct contact with salty water, such as offshore (e.g. platforms) and coastal/marine (e.g. piers, boats) applications, or contamination resulting from exceptional exposure to salt water or other chemicals.
  - Defective components used in the construction on which the module is mounted
  - Breakage of laminates when mounted on non-approved mounting / framing system
  - Use of any paints or other chemicals, pollutants, etc.

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- c) Warranty Claims will not be honoured if the serial number is altered removed or made illegible.
- d) The serial number should remain free from tampering for the Warranty to be honoured. Repair, replacement, refund, or supplementation of Module(s) on RIPL's discretion shall be the exclusive remedies under this warranty. RIPL hereby disclaims any other responsibility or liability. The USER waives all his legal rights upon accepting any of the remedies provided under this Limited & Conditional Warranty Statement.

#### **7. LIMITATION OF LIABILITY**

##### **a) Disclaimer**

RIPL hereby makes no warranties, express or implied, in respect of the Modules(s), other than the Warranties made herein and specifically disclaims any warranty of merchantability, title, non-infringement and fitness for a particular purpose, use or application and all other obligations & liabilities, unless such obligations or liabilities are agreed to in writing by RIPL through its authorised officials.

RIPL and its employees shall not be responsible for any special, incidental, consequential or punitive damages arising from the use or loss of use or failure of the Module(s), as warranted, including but not limited to damages for lost services, Loss of profits or Savings, good will and expenses arising out of third party claims.

##### **b) Limitation Of Liability**

To the maximum extent permitted by applicable law, RIPL hereby disclaims and 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 any of its products or their use.

To the maximum extent permitted by applicable law, under no circumstances shall RIPL be liable to the USER or to any third party claiming through or under the USER, for any loss of profits, loss of use, loss of production / revenue or equipment downtime or incidental or consequential damages or of any kind howsoever arising from or related to the products, even if RIPL has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, RIPL's aggregate liability, if any, in damages or otherwise shall not exceed the purchase price paid to RIPL by the USER for the product that gave rise to the Warrant claim.

#### **8. FORCE MAJEURE**

Warranty is not available (i) for acts occurred as a result of Force Majeure like; Acts of God / Nature such as (but not limited to) lighting, earth-quake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities; power failure, surges, pest damage, accidental breakage, war, riots, strikes, warlike conditions, actions of third parties and other events or accidents or any event outside RIPL's reasonable control and not arising under normal operating conditions. In such cases, this Limited Warranty shall be construed to be suspended, without any liability whatsoever. (ii) for any deterioration in appearance due to naturally occurred scratches, stains, mechanical wear, rust, degradation, discolouring, and other alteration that occurred after shipment from "RIPL" but

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do not affect the power generation performance or mechanical strength of the Modules.

#### **9. GOVERNING LAW & SEVERABILITY**

Any claim or dispute arising under or in connection with this Warranty Statement shall be brought exclusively in the Courts of Hyderabad, INDIA and warranty herein shall be governed by Indian Laws. This clause shall override any Purchase Order/Contract or any document which mentions some other governing law and jurisdiction; unless an amendment is carried to that effect in this Warranty Statement and mere signing of Contract / Purchase Order having overriding clause will not affect this Warranty Statement.

If any part, provision or clause of this Limited & Conditional Warranty is held to be invalid, void, or unenforceable due to any particular national, or international legislation, all other parts, provisions, clauses, or applications shall remain in effect and valid.

#### **10. WARRANTY COMMENCEMENT DATE**

The Start date of this Limited Warranty shall be defined as the earlier of either:

(i) The Sale Invoice Date

OR

(ii) One year after the module was dispatched from RIPL's production facility

#### **11. VALIDITY**

This Limited Warranty shall be valid until a revised version is issued by RIPL. RIPL preserves the right to revise the Warranty Conditions without any prior notification.

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