

This document is the only valid document for any warranty / guarantee claims to be made on PV Power Technologies Pvt. Ltd. products. The Warranty is divided in two parts:

- 1. Manufacturer's Warranty**
- 2. Limited Power Output Warranty**

1. Manufacturer's Warranty

PV Power Technologies Pvt. Ltd (hereafter "PV Power") warranty that, the standard photo-voltaic modules manufactured by them and which are not explicitly prototypes will be free of defects such as:

- defects and/or failures due to manufacturing;
- defects and/or failures due to materials;
- cracking of the front glass surface due to foreign objects inside the glass¹; or
- non-conformity to specifications due to faulty manufacturing and/or inspection processes.

for a term of five (5) years as from the delivery of the modules by PV Power to the customer.

Should a module be defective, PV Power will, in accordance with the provisions of the purchase, repair the defect or supply a module with no defects at its sole discretion. In cases where subsequent delivery has failed or where a defect cannot be removed, the customer will be required to accept a further attempt to make a subsequent delivery or to repair the defect before he makes any further statutory warranty claims. If a warranty claim is accepted then, PV Power is to be informed immediately and the defective module is to be sent to PV Power on request.

This Manufacturer's Warranty covers only the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for return of the PV Module(s) to PV Power or PV Power's authorized agent and costs associated with installation, removal, or reinstallation of the PV Module(s).

¹ Note: This limited warranty shall exclude cracking of the front glass surface due to external shock from flying objects or external stress.

2. Limited Power Output Warranty:

Subject to PV Power determining in its sole discretion that any power loss is due solely to defects in materials or workmanship, PV Power warrants the power output of the PV Module(s) as follows:

(a) Within the first ten (10) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than ninety percent (90%) of the original minimum rated power specified at the time of sale, or

(b) if a module performs at less than 80% of the original minimum rated power as shown in the specification sheet within a period of twenty-five (25) years as from the date of sale by PV Power and provided PV Power attributes a loss of output of this nature to the ageing of glass, the cell or EVA foil (delamination) following its own investigation with its own PV Power measuring instruments under standard industry test conditions²,

PV Power will at its sole discretion deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV module(s). This applies only to modules used on the dry land. The Limited Power Output Warranty can only be given in respect of the ageing process of glass, the cell or the EVA foil selected for processing by PV Power itself, not for those processed at the request of the customer.

The exchange or the additional delivery of modules neither renews nor extends the warranty period or the period of the Limited Power Output Warranty. PV Power is entitled to deliver another type of module (varying sizes, shapes, colors and/or output parameters) if at the time of the claim the modules which are the subject of the complaint are no longer manufactured. The modules which have been removed for exchanging will become the property of PV Power. This Limited Power Output Warranty covers only the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for return of the PV Module(s) to PV Power or PV Power's authorized agent and costs associated with installation, removal, or reinstallation of the PV Module(s).

I.Exclusion of Recourse

This Limited Power Output Warranty shall not apply in cases of the reduced output of a module if it is attributable to a cause other than the ageing of the materials listed under Point 2 above (delamination). Recourse shall not be possible if major effects on the

² The power output values shall be those measured under standard measurement conditions as follows: (a) light spectrum of AM 1.5; (b) irradiation of 1,000w per m²; and (c) a cell temperature of 25 degrees

material of the module cause increased ageing symptoms due to the special circumstances of use.

This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period:

- a) defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts;
- b) defects and/or failures caused by defective wiring, installation, or handling;
- c) defects and/or failures caused by installations not in conformance with PV Module(s) specifications, installation manuals, operation manuals, or labels attached to the PV Module(s);
- d) defects and/or failures caused by unauthorized maintenance, operation or modification;
- e) defects and/or failures caused by removal from the original place of installment;
- f) defects and/or failures caused by repairs not in accordance with P V Powertech's instructions;
- g) defects and/or failures caused by inappropriate handling during transportation or storage;
- h) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;
- i) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;
- j) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond P V Powertech's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunamis, lightning, snow damage, etc.; or
- k) defects and/or failures caused by smoke and/or other pollution, salt damage, acid rain, etc.

Neither does the Limited Power Output Warranty apply if the type or serial number of the module has been altered, deleted, removed or made illegible.

II. Limitation of the Power Output Warranty

This Limited Power Output Warranty shall not form the basis for further claims against PV Power, in particular for compensation claims due to lost profits, compensation for loss of use, indirect damage and claims for replacement due to damage occurring exterior to the product.

III. Recourse of the Limited Power Output Warranty

If you believe you have a justified claim from this Limited Power Output Warranty, inform your respective vendor or PV Power immediately upon discovering the decrease in output. The original invoice or sales slip (showing the date of delivery, module type, and serial number) is to be presented at the same time.



This Manufacturer's warranty and power output warranty shall apply to modules delivered as from 1st Jan 2009.

Both the above warranties are applicable only to Customers who have purchased the PV Module(s) either directly from PV Power or from an authorized agent of PV Power. To qualify for this warranty, it is necessary for the Customer to prove that the PV Module(s) was purchased from PV Power or such authorized agent.

When applying for warranty coverage, please provide PV Power or PV Power's authorized agent with the PV Module(s) model name, a description of the defect and/or failure, and the serial number located on the PV Module(s) label attached to the backside of the PV Module(s) at the time of manufacture

Warranty Limitations:

THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF PV POWER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITES ARE EXPRESSLY AGREED TO IN WRITING BY PV POWER.

PV POWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE PV MODULE(S) INCLUDING, WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE PV MODULE(S) OR FROM USE OR INSTALLATION.

PV POWER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. IN NO EVENT SHALL PV POWER'S AGGREGATE LIABILITY EXCEED THE VALUE OF THE PV MODULE(S) WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE A CUSTOMER SPECIFIC LEGAL RIGHTS, AND A CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.