

PRODUCT & PERFORMANCE LIMITED WARRANTY FOR PHOTOVOLTAICS MODULES



THANK YOU for purchasing Solar PV modules from SWELECT HHV SOLAR PHOTOVOLTAICS PVT. LTD. (hereinafter referred to as 'SHPV')

This is a Limited Warranty Certificate ("Limited Warranty") provided by SHPV in respect of the following products series:

Teserius: SWM11BN0XXX, SWM11BN2XXX, SWM11BN4XXX, SWM11BN6XXX, SWM11BN8XXX, SWM11BB0XXX, SWM11BB2XXX, SWM11BB4XXX, SWM11BB6XXX, SWM11BB8XXX, SWM11BT0XXX, SWM11BT2XXX, SWM11BT4XXX, SWM11BT6XXX, SWM11BT8XXX and

Celestia : SWT15BG0XXX, SWT15BG2XXX, SWT15BG4XXX, SWT15BG6XXX and SWT15BG8XXX

(hereinafter referred to as "Module") to the first purchaser/first user (hereinafter referred to as 'Purchaser')

1. Limited Product Warranty:

SHPV warrants that Module(s) sold hereundershall be free from defects in material and workmanship under standard application, installation, and service conditions, for a period of twelve (12) years from the Warranty Commencement Date ("Product Warranty Period"). Starting from the Warranty Commencement Date (as defined in Section 10). If any Module has material and workmanship defects, then SHPV will, at its sole discretion, either:

- (1) Repair or replace the Module(s) with similar Module(s), if available; or
- (2) Refund the purchase price of the Module without interest or any charge, by depreciating @ 8.33% per annum on the original purchase price as compensation or refund the current market price of a comparable module at the time of the Purchaser's claim, whichever is lesser. Upon SHPV's election, the Purchaser shall uninstall the Module and all costs of uninstalling, and transportation shall be in the scope of the Purchaser. Upon receipt of Module, SHPV shall make payment of the amount per this clause; or
- (3) Provide supplementary Module(s) free of charge to the Purchaser, for the balance of the Product Warranty Period.

Any deterioration in the appearance of the product (including any scratches, stains, mechanical wear, rust, spots and aesthetic defects) or any other changes to the Module which occur after delivery to the Purchaser, do not constitute a defect under this Limited Warranty. This type of change(s) does not lead to deterioration in the operational capabilities of the Module.

In the case of glass, breakage shall only be enforceable to the extent that there was no external cause for the breakage.

This Limited 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 Limited Warranty.

2. Limited Performance Warranty:

2.1. 25 years applicable for Teserius Series – Glass to White, Black & Transparent Backsheet

Subject to the other terms of this Limited Warranty, during the first year from the Warranty Commencement Date, the power output performance of the Module is 98.00%, after that from year two (2) till year twenty-five (25), the maximum degradation is 0.60% per year decrease from nominal power output of the Module and at the end of 25th year 83.60% of the nominal power tested under STC of 25 °C, 1.5 AM, 1000 W/m² as mentioned in the Module product datasheet. Module performance warranty table as given in "Section 11" of this Limited Warranty. The warranty for the performance of the Module shall be for a period of twenty five (25) years from the Warranty Commencement Date ("Performance Warranty Period").

2.2. 30 years applicable for Celestia Series- Glass to Glass Modules

Subject to the other terms of this Limited Warranty, during the first year from the Warranty Commencement Date, the power output performance of the Module is 99.00%, after that from year one (1) till year thirty (30), the maximum degradation is 0.40% per year decrease from nominal power output of the Module and at the end of 30th year 87.40% of the nominal power tested under STC of 25 °C, 1.5 AM, 1000 W/m² as mentioned in the Module product datasheet. Module performance warranty table as given in "Section 11" of this Limited

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Warranty. The warranty for the performance of the Module shall be for a period of thirty (30) years from the Warranty Commencement Date (“**Performance Warranty Period**”).

The loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax(%) – as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (“STC”) (STC: irradiation 1000w/m², temperature 25°C, AM 1.5) for the Module shall not exceed, and measurement shall either be carried out by SHPV or by a third-party testing institute recognized by SHPV.

3. Limited remedy:

Subject to the other terms of this Limited Warranty, from the Warranty Commencement Date as mentioned in Section 10 of this Limited Warranty and in Section 2 above, if any Module power output goes below than the nominal power performance as printed on the original product label and the output power warranted in Section 11 Warranted Power (“WP”) and if the Module(s) is/are not providing the warranted percentage of its power output, due to any defect in materials or workmanship under normal application, use and service conditions, SHPV will, at its sole discretion, remedy such claims by

(1) Repair of the defective Module or replacement of the Module, or, post taking corrective actions, to overcome the reduction in output power, provide additional Module(s) to the Purchaser to bring the aggregate power output to the warranted percentage of the power output; or

Refund the purchase price of the Module without interest or any charge, by depreciating @ 8.33% per annum on the original purchase price as compensation or refund the current market price of a comparable module at the time of the Purchaser’s claim, whichever is lesser. Upon SHPV’s election, the Purchaser shall uninstall the Module and all costs of uninstalling and transportation shall be in the scope of the Purchaser. Upon receipt of Module, SHPV shall make payment of the amount per this clause Repair or supply of Module(s) shall be performed free of charge only if the Module(s) is/are found to have defects in materials or workmanship or short in output proved through the aforesaid test.

For purposes of determining Module power output, measurements shall be based on, or normalized to,

STC of 1000 W/m² irradiance, 25°C cell temperature, and 1.5 AMG light spectrum.

Measurements shall be made in accordance with IEC 60904 and shall account for measurement system errors in accordance with EN 50380.

The foregoing remedies shall be SHPV’s sole obligation, and the Purchaser’s remedy, for any Module’s failure to conform to the warranty in Section 3, and any repair or replacement shall not extend the Performance Warranty Period set forth herein.

Power warranties are applicable from the labelled values measured at STC.

The Product Warranty Period and the Performance Warranty Period shall be collectively referred to as the “**Warranty Period**”.

4. Installation:

Subject to terms, conditions and limitations contained herein, the Purchaser warrants that the Module(s) will be installed in accordance with (a) all applicable and relevant Indian standards; (b) installation guidelines given in the Module manual. SHPV is relying on the Purchaser’s representation and warranty that the premises are suitable for the installation of the Module and the Purchaser indemnifies SHPV for any loss, damage, costs and expenses suffered or incurred by SHPV as a result of this representation and warranty being incorrect.

5. Exclusion & 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 Limited Warranty to be effective.

b) This Limited Warranty shall be void in respect of any Module which in SHPV’s sole judgment, has been subject to:

- Failure to meet the agreed commercial terms with SHPV;
- Use of the Module for any purpose other than the purpose as set out in the manual;
- Failure to follow the installation, operation or cleaning and/or maintenance instructions/ guidelines given in the manual;
- Exposure to voltages excess of maximum system voltage;
- Abuse, vandalism, misuse, omissions, and/or negligent acts;

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- Use on mobile units such as ships and vehicles;
 - improper Installation or installation in a corrosive environment or damp conditions;
 - Repair, modifications and/ or movement of the Module(s) by someone other than a licensed service technician or contamination resulting from exceptional exposure to salt water or other chemicals;
 - Power failure surges or vandalism;
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- Negligence or wilful misconduct or other improper acts or omissions by the Purchaser, its employees or agents, or other third parties;
 - The Purchaser (and/or its forwarding company) shall be responsible for inspecting and accepting the Modules upon delivery by SHPV. Any claim related and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by SHPV, if these occur during delivery by SHPV itself. In all other cases, the Purchaser should claim damages from the forwarding company or Insurance Company;
 - Warranty Claims will not be honoured if the serial number is altered, removed, or made illegible;
 - Any component or product which has not been provided by SHPV as part of the Module;
 - Force majeure events as detailed herein in Section 8;
 - any reception problems, distortion related to noise, echo, interference or other signal transmission problems; or
 - use of the Module in such a manner as to infringe SHPV'S or any third party's intellectual property rights (e.g. patents, trademarks etc.).
- c) Transfer of Ownership: The Warranty shall be applicable to the original Purchaser of the Module only, and so long as the Module continues to be physically installed at its first installation location. In case of transfer of ownership of the Module by the Purchaser to any third party, the Warranty for the Module shall become void.

6. Limitation of liability: 6.1. Disclaimer

SHPV 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 SHPV through its authorised officials.

6.2. Limitation of Liability

To the maximum extent permitted by the applicable laws, SHPV 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 Module, including, without limitations, any defect in any Module, or from use or installation of any Module. To the maximum extent permitted by applicable law, under no circumstances shall SHPV be liable for incidental, consequential, special damages, punitive damages howsoever caused, even if the parties has been advised of or reasonably could have foreseen such damages. In respect of loss of use, loss of profits, loss of production, loss of revenues, damages for lost services, loss of savings, goodwill or expenses arising out of third party claims are hereby specifically, and without limitation, excluded to the maximum extent permitted by applicable law. Notwithstanding anything contained elsewhere in this Limited Warranty, SHPV's aggregate liability, if any, for damages or otherwise, shall not exceed the amount paid by the Purchaser for the Module that gave rise to the warranty claim.

7. Warranty claim submission and verification:

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

If not applicable, the Purchaser shall submit a written email listed hereunder (Section 12) in order to receive instructions and the claim form for filing the claim.

The claim report shall include the

- (1) Invoice number with the date with claimed Module's serial number;
- (2) A copy of the installation test report meeting the requirement of IEC 62446/IEC 60364-6, a periodical maintenance report, a description

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of the problem with a description of the tests which may have already been performed and

- (3) High-quality pictures of defective Modules with the defective area marked;
- (4) Power generation, plant layout with SLD, inverter alarm log, weather monitoring data, installation record, and O&M record;
- (5) Such other documents as may be requested by SHPV.

SHPV has the right to visit the premises and investigate the claim.

The Warranty Claim Application should be made within 10 days after the discovery of faulty Module(s). The timely receipt of the report by SHPV shall be decisive. The deadline is met, if the report is received by SHPV via fax or email in advance.

Upon receipt of all the documentation required and specified in SHPV's claim form, SHPV may, at its sole and absolute discretion, seek further clarifications / documentation / tests in respect of the Purchaser's claim.

If the Purchaser raises a claim with respect to the Module and SHPV disputes the validity of such claim, then an ISO 17025 accredited test laboratory shall be called upon at the sole discretion of SHPV to assess the claim of Purchaser. Any measurement of the Module will be done under STC and according to the IEC 60904 standards. All the expenses and fees associated in engaging such laboratory for the assessment of the claim shall be borne solely by the losing party only.

8. Force majeure:

Warranty is not available.

- i. for acts that occurred as a result of Force Majeure like; Acts of God / Nature such as (but not limited to) lightning, earthquakes, fires, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides, and other natural calamities; power failure, surges, pest damage, animal damage, accidental breakage, vandalism, war, riots, strikes, warlike conditions, actions of third parties, and other events, or accidents, or any event outside SHPV'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;

with which tools and the results of the test;

- ii. for any deterioration in appearance due to naturally occurring scratches, stains, mechanical wear, rust, degradation, discolouring, and other alteration that occurred after shipment from SHPV but do not affect the power generation performance or mechanical strength of the Modules.

9. Severability

If any part, provision or clause of this Limited 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 ("**Warranty Commencement Date**"):

- (i) The Sale Invoice Date

OR

- (ii) 3 months from the date of dispatch of the Module from SHPV's production facility.

This Limited Warranty shall be valid until a revised version is issued by SHPV. SHPV reserves the right to revise the warranty conditions without any prior notification to the Purchaser. The Purchaser may access the Limited Warranty at [●]

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11. Warranted power performance table:

11.1. Applicable for Tesirius Series (PERC) – Glass to White, Black & Transparent Backsheet

Year	Warranted power performance value	Year	Warranted power performance value
Year-1	98.00%	Year-14	90.20%
Year-2	97.40%	Year-15	89.60%
Year-3	96.80%	Year-16	89.00%
Year-4	96.20%	Year-17	88.40%
Year-5	95.60%	Year-18	87.80%
Year-6	95.00%	Year-19	87.20%
Year-7	94.40%	Year-20	86.60%
Year-8	93.80%	Year-21	86.00%
Year-9	93.20%	Year-22	85.40%
Year-10	92.60%	Year-23	84.80%
Year-11	92.00%	Year-24	85.20%
Year-12	91.40%	Year-25	83.60%
Year-13	90.80%		

11.2. Applicable for Celestia (TOPCON) – Glass to Glass Module

Year	Warranted power performance value	Year	Warranted power performance value
Year-1	99.00%	Year-16	93.00
Year-2	98.60	Year-17	92.60
Year-3	98.20	Year-18	92.20
Year-4	97.80	Year-19	91.80
Year-5	97.40	Year-20	91.40
Year-6	97.00	Year-21	91.00
Year-7	96.60	Year-22	90.60
Year-8	96.20	Year-23	90.20
Year-9	95.80	Year-24	89.80
Year-10	95.40	Year-25	89.40
Year-11	95.00	Year-26	89.00
Year-12	94.60	Year-27	88.60
Year-13	94.20	Year-28	88.20
Year-14	93.80	Year-29	87.80
Year-15	93.40	Year-30	87.40

12. Contact details:

If the Purchaser has any doubts please contact SHPV Customer Service Team at Swelect HHV solar photovoltaics Pvt. Ltd. No.169, 166, Sembagoundan Pudur, Kuppeplayam Village, Coimbatore_North Taluk, Coimbatore District – 641107 Tamilnadu, India.
info@swelectes.com

13. Disputes:

Any claim or dispute arising under or in connection with this Limited Warranty shall be brought exclusively in the Courts of Chennai, India, and the 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 Limited Warranty and the mere signing of contract / purchase order having overriding clause will not affect this Limited Warranty. The final right of interpretation by SHPV shall be binding on the Purchaser.