



WARRANTY STATEMENT

PRODUCT & PERFORMANCE LIMITED WARRANTY

Product Name / Description	
Invoice No. and Date	
Invoicee Name	
Applicable Warranty (Strike off which is not applicable)	<ul style="list-style-type: none">○ Product Warranty○ Performance Warranty○ Product and Performance Warranty
Issued by	Name: _____ Designation: _____ Signature: _____

RenewSys India Pvt. Ltd.

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Ver. 009/May 2019

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WARRANTY PERIOD

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

Model name:

- a) DESERV- 3M6 and 3M6H Series**
- b) DESERV – 3S6 and 3S6H Series**
- c) DESERV – Galactic Series**
- d) DESERV- C Series**
- e) DESERV- PRIME Series**
- f) DESERV- X-PRIME Series**
- g) DESERV BIPV Series**
- h) DESERV EXTREME**
- i) DESERV- MF and SF Series : 5 Years**
- j) DESERV- MSR and SSR Series : 5 Years**

RenewSys provides the following Limited Warranty only to the First Purchaser / First User (herein after referred to as 'User') of its photovoltaic products ('Modules').

1. LIMITED AND CONDITIONAL PRODUCT WARRANTY

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

- a) DESERV- 3M6 and 3M6H Series : 10 Years**
- b) DESERV- 3S6 and 3S6H Series : 10 Years**
- c) DESERV- Galactic Series : 10 Years**
- d) DESERV- C Series: 5 Years**
- e) DESERV- PRIME Series : 10 Years**
- f) DESERV- X-PRIME Series : 10 Years**
- g) DESERV- BIPV Series : 10 Years**
- h) DESERV- EXTREME Series : 10 Years**
- i) DESERV- MF and SF Series : 5 Years**
- j) DESERV- MSR and SSR Series : 5 Years**

RenewSys 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 RenewSys:

If during the Term of Warranty, the Module(s) is / are found to be having material and workmanship defects, then RenewSys 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 the original purchase price,
- (iv) provide supplementary Module(s) free of charge to the purchaser, for the balance Term of Warranty.

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 change(s) 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 if the module is covered). Further, RenewSys 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

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accepted other than the ones expressly mentioned in this statement.

2. LIMITED AND CONDITIONAL WARRANTY FOR PRODUCT OUTPUT

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

- a) **“DESERV- 3M6 and 3M6H Series”, “DESERV- 3S6 and 3S6H Series”, “DESERV- PRIME” Series , “DESERV - X-PRIME”, “DESERV- Galactic Series”, “DESERV BIPV Series”, “DESERV EXTREME Series” Period 25 years (10 years + 15 years)**

RenewSys 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 first 10 years;
- (b) about 80% of the rated power for the remaining period beginning from the 11th year till the 25th year

from the Warranty Commencement date subject to and under Standard Testing Conditions (STC) of 250C, 1.5 AM, 1000W/m².

- b) **“DESERV- C” Series, “DESERV-MSR and SSR” Series, “DESERV-MF and SF” Series Series: Period 10 years**

RenewSys warrants that for a period of 10 years from the Warranty Commencement Date (as defined in the ‘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 250C, 1.5 AM, 1000W/m².

These limited and conditional warranties, for product output/performance are subject to the conditions contained in this Warranty Statement (hereinafter referred to as ‘Warranty Term’).

If the 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:

- RenewSys will, at its sole discretion, use its own equipment or method under STC or use a neutral third party after agreeing with the user for testing the performance of the Module(s),
- If the results of such tests 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 RenewSys 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 the 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 defects in materials or workmanship or short in output proved through the aforesaid test.
- Since the test(s) is/are performed by consent of USER, RenewSys, 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.

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Module Binning:

All modules are supplied with a positive binning range of -0Wp to +4.99Wp, or special binning upon Customer request. Power warranties are applicable from the labelled values measured at STC.

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

- The 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 and Conditional Warranty.
- RenewSys 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 RenewSys.
- 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).
- The return of any replaced Module(s) is not accepted unless prior written authorization has been given by RenewSys. RenewSys may not necessarily supply the identical Module owing to constant changes in technology but would supply a similar Module that may be available at the time of Warranty Claim.

3. 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 the sole discretion of RenewSys, when the Module(s) remains installed continuously “as is” including the place of installation at the time of registration of Warranty.

4. 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 RenewSys and the USER thereby discharges RenewSys unconditionally against any claims of whatsoever nature with respect to the Products under this Warranty Statement.

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RenewSys will not accept any returned panels without a prior lodged complaint.

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

5. **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 RenewSys' sole judgment, has been subject to:
 - Failure to meet the agreed commercial terms with RenewSys
 - Failure to follow the installation, operation or Cleaning and 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, and 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.

- c) Use of any paints or other chemicals, pollutants, etc
- d) Warranty Claims will not be honoured if the serial number is altered, removed, or made illegible.
- e) The serial number should remain free from tampering for the Warranty to be honoured. Repair, replacement, refund, or supplementation of Module(s) on RenewSys' discretion shall be the exclusive remedies under this warranty. RenewSys 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.

6. **LIMITATION OF LIABILITY**

a) Disclaimer

RenewSys 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 RenewSys through its authorised officials.

RenewSys 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, RenewSys 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.

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To the maximum extent permitted by applicable law, under no circumstances shall RenewSys 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, of any kind howsoever arising from or related to the products, even if RenewSys has been advised of the possibility of such damages.

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

7. 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, earthquakes, fires, 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 RenewSys' 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 'RenewSys' but do not affect the power generation performance or mechanical strength of the Modules.

8. 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.

9. 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 RenewSys' production facility

10. VALIDITY

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