

# **PREMIER SOLAR SYSTEMS PVT. LTD., (100% EOU)**

## **Limited Warranty for PV- Module(s)**

### **1. Limited Product Warranty - Two Year Repair, Replacement or Refund Remedy**

Premier Solar Systems Pvt. Ltd., (100% EOU) having its registered office in 3rd Floor , V. V. Towers, Kharkhana Main Road, Secunderabad , Greater Hyderabad – 500 009, A.P., India (“Premier Solar”) warrants its photovoltaic module(s) (“PV-module(s)”), including its DC connector and cable assemblies, to be free from defects in materials and workmanship under normal application, installation, use and service conditions.

If the PV module(s) fail to conform to this warranty, then for a period ending twenty-four (24) months from date of sale to the original end-customer who purchased the PV-module(s) for their own use (“the Customer”) Premier Solar will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer (“Purchase Price”).

The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the twenty-four (24) month period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall (subject to clause 4) be exclusively covered under clause 2 hereinafter (Limited Peak Power Warranty).

### **2. ‘Limited Peak Power Warranty’ Limited Remedy**

Premier Solar’s Product Information literature specifies the warranty category applicable to each type of PV module.

#### **10 years**

For these PV module(s) (excluding the inverter/converter), Premier Solar additionally warrants: If, within ten (10) years from date of sale to the Customer any PV-module(s) exhibits a power output less than 90% of the minimum Peak Power at STC<sup>1</sup> as specified at the date of sale in Premier Solar’s Product Information literature, provided that such loss in power is determined by Premier Solar (at its sole and absolute discretion) to be due solely to defects in material or workmanship, Premier Solar will replace such loss in power by either providing to the Customer additional PV module(s) to make up such loss in power, or by repairing or replacing the defective PV-module(s), or by refunding the Purchase Price taking into account a yearly depreciation of ten (10)% of the Purchase Price, at the option of Premier Solar.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the Limited Peak Power Warranty.

### **3. Exclusions and limitations**

- A. Warranty claims must in any event be filed within the applicable Warranty Period.
- B. The Limited Product Warranty and Limited Peak Power Warranty (“Limited Warranties”) do not apply to any PV-module(s) which in Premier Solar’s absolute judgment have been subject to:
  - Misuse, abuse, neglect or accident;
  - Alteration, improper installation or application,
  - Non-observance of Premier Solar’s safety installation, users- and maintenance instructions;
  - Repair or modifications by someone other than an approved service technician of Premier Solar
  - Power failure surges, lightning, flood, fire, accidental breakage or other events outside Premier Solar’s control
- C. The Limited Warranties do not cover any transportation costs for return of the PV module(s), or for reshipment of any repaired or replaced PV-module(s), or cost associated with installation, removal Or reinstallation of the PV module(s)

- D. When used in non-land based applications the Limited Peak Power Warranty, applying to any of the Module(s) shall in no case exceed ten (10) years
- E. Warranty claims will not be honored if the type or serial number of the PV module(s) has been altered, removed or made illegible.
- F. This Limited Warranty shall only apply to unframed or partially framed PV module(s) if the framing and/or mounting system has been:
- (i) Fully approved in writing by Premier Solar at the date of sale; and
  - (ii) Installed and operated according to all relevant safety-, installation-, use and maintenance Instructions.

Any warranties for any framing and/or mounting system are the sole responsibility of the supplier of those systems.

#### **4. Limitation of Warranty Scope**

A. The limited warranties set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Premier Solar, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by Premier Solar.

B. Premier Solar 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 the product, including, without lamination, any defects in the PV module, or from use or installation under no circumstances shall Premier Solar be liable for incidental, consequential, punitive, exemplary or special damages, howsoever caused loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without lamination excluded.

C. Premier Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer, for the PV Module, unit of product or service furnished or to be furnished, as the case may be, which is the subject of claim or dispute.

#### **5. Obtaining Warranty Performance**

This Limited Warranty is transferable to a new owner of the location where the PV module(s) were first installed provided that the PV module(s) remain installed at the location where first installed.

If the Customer feels he/she has a justified claim covered by this Limited Warranty, he/she must immediately provide notice of the claim in writing to (a) the dealer who sold the PV module(s) to the Customer, or (b) any authorized Premier Solar distributor, or (c) send such notification to Premier Solar Systems Pvt. Ltd., (100% EOU), Sy.No: 53, Annaram Village, Jinaram Mandal, Opp: Dindigal Air force Academy, Medak District- 502313, AP, INDIA

Together with the notification the Customer should enclose evidence of the date of sale on which the PV-module(s) have been purchased and proof of ownership. Customer shall provide all such further evidence as may be required by Premier Solar to demonstrate validity of Customer's claim.

If applicable, the Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, the Customer is invited to write to Premier Solar for instructions. The return of any PV module(s) will not be accepted unless prior written authorization has been given by Premier Solar.

## **6. Severability**

If a part, provision or clause of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such all other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

## **7. Disputes**

**NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LIMITED WARRANTY, MAY BE BROUGHT BY THE CUSTOMER MORE THAN ONE (1) YEAR AFTER THE DATE THE CAUSE OF ACTION HAS ARISEN OR THE DATE THAT THE CUSTOMER DISCOVERED THE CAUSE OF ACTION, WHICHEVER IS LATER.**

**Disputes if any will be subject only to the court jurisdiction of Hyderabad courts in AP INDIA.**

## **8. Various**

The repair or replacement of the PV-module(s) or the supply of additional PV module(s) does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended.

Any replaced PV module(s) shall become the property of Premier Solar. Premier Solar has the right to deliver another type of PV module (different in size, colour, and shape and or power) If Premier Solar has discontinued production of the PV-module in question at the time the claim is made.

For the purpose of clause 1 and 2 the Purchase Price of a PV module shall, where a separate price for the PV-module has not been agreed, be determined by Premier Solar acting reasonably, by reference to available industry publications listing prices for comparable PV modules(s) for the year of sale.

## **9. Force Majeure**

Premier Solar shall not be in any way be responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale including this Limited Warranty, due to acts of God, war, civil disturbances, acts of terrorism, riots, strikes lockouts, walkouts, or other labor disturbances acts of government, unavailability of suitable and sufficient labour, material, die, or capacity or technical or yield failures and any unforeseen event beyond its reasonable control, including without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV Module(s) or the claim.

1. "Peak Power" is the power in watt peak that a PV module generates in its maximum power point. "STC" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W per m<sup>2</sup> and (c) a cell temperature of 25<sup>0</sup> C. The measurements are carried out in accordance with IEC 60904 as tested at the junction box terminals as per the calibration and testing standards of Premier Solar valid at the date of manufacture of the PV module(s). Premier Solar's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.