

LIMITED AND LINEAR WARRANTY FOR PV MODULES

PRODUCT & PERFORMANCE WARRANTY

Thank you for purchasing a VIKRAM PV module ('module') manufactured by Vikram Solar Limited ('Vikram Solar').

1. WARRANTED PRODUCTS

This Limited and Linear Warranty for PV modules shall only apply to the following modules supplied by Vikram Solar as mention in the table below.

Sl. No.	Model name	Series
1	SOMERA VSM.72.AAA.05	Grand Ultima 1500V
2	SOMERA VSM.72.AAA.03.04	Grand Ultima
3	SOMERA VSM.60.AAA.03.04	Ultima
4	SOMERA VSM.60.AAA.05	Ultima 1500V
5	SOMERA VSMH.75.AAA.05	Grand Ultima 1500V
6	SOMERA VSMG.72.AAA.05	Grand 1500V
7	ELDORA VSPG.72.AAA.05	Grand 1500V
8	ELDORA VSP.72.AAA.05	Grand Ultima 1500V
9	ELDORA VSP.60.AAA.05	Ultima 1500V
10	ELDORA VSP.72.AAA.03.04	Grand Ultima
11	ELDORA VSP.60.AAA.03.04	Ultima
12	SOMERA VSMD.72.AAA.05	Grand 1500V
13	SOMERA VSMS.72.AAA.05	Grand Ultima 1500V

2. LIMITED PRODUCT WARRANTY – REPAIR, REPLACEMENT OR REFUND

Vikram Solar warrants the customer that each module will be free from defects in materials and workmanship under normal application, installation, usage and service conditions for a period of

- ⓐ a 10 year product warranty for Core, Grand Ultima, Grand Ultima Black, Grand Ultima 1000/1500V and Grand Ultima Black 1500V modules
- ⓑ a 12 year product warranty for Ultima, Ultima Black 1000/1500V, Ultima 1000/1500V series modules. starting from the Warranty Start Date (as defined in Section 13 "Validity"). If any module fails to conform to the warranty in this Section 2, Vikram Solar will, at its sole discretion, either

- a) Repair or replace the module or
- b) Refund the depreciated purchase price paid by the customer for the module as compensation.

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 customer, do not constitute defects under this Limited Warranty. This type of change 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).

The foregoing remedies shall be Vikram Solar's sole and exclusive obligation, and the customer's sole and exclusive remedy, for any module's failure to conform to the Limited Product Warranty in this Section 2, and any repair or replacement shall not extend the warranty period set forth herein. The warranty in this Section 2 does not warrant a specific power output, which shall be exclusively covered in Section 3.A. and Section 3.B. of the Limited and Linear Warranty.

3.1. LINEAR POWER WARRANTY – 27 YEARS APPLICABLE FOR SOMERA SERIES

SOMERA VSM.XX.AAA.05, SOMERA VSM.XX.AAA.03.04, VSMH.75.AAA.05 (XX=60 & 72) (ULTIMA, GRAND ULTIMA)

For mono module (Somera Series): 97% in the first year, thereafter, for years two (2) through twenty-seven (27), 0.65% maximum decrease from module's nominal power output per year, ending with the 80.10% nominal power in the 27th year tested under STC conditions of 25°C, 1.5 AMG, 1000 W/m2 as stated in product datasheet after the defined warranty starting date. The Linear Performance Warranty table is attached in Section 14 of this Warranty Sheet.

3.2. LINEAR POWER WARRANTY – 30 YEARS APPLICABLE FOR SOMERA, ELDORA GLASS TO GLASS SERIES-SOMERA VSMG.XX.AAA.05, ELDORA VSPG. XX.AAA.05 (XX=72) SOMERA VSMD.XX.AAA.05 (GRAND)

- a) For Glass-Glass Mono module (Somera Series): 97% in the first year, thereafter, for years two (2) through thirty (30), 0.5% maximum decrease from module's nominal power output per year, ending with the 82.5% nominal Power in the 30th year tested under STC conditions of 25°C, 1.5 AMG, 1000 W/m2 as stated in product datasheet, after the defined warranty starting date.
- b) For Glass-Glass poly module (ELDORA series): 97.5% in the first year, thereafter, for years two (2) through thirty (30), 0.5% maximum decrease from module's nominal power output per year, ending with the 83% nominal Power in the 30th year tested under STC conditions of 25°C, 1.5 AMG, 1000 W/m2 as stated in product datasheet, after the defined warranty starting date.

3.3. LINEAR POWER WARRANTY – 25 YEARS APPLICABLE FOR SOLIVO SERIES SOMERA VSMS. 72. AAA.05

For mono modules (Solivo series), 97% in the first year, thereafter, for years two (2) through twenty-five (25), 0.65% maximum decrease from module's nominal power output per year, ending with the 81.4% nominal.

4. LIMITED REMEDY

Vikram Solar further warrants that if, within the period defined in clause 3.A & 3.B above, after the Warranty Starting Date, any PV module exhibits a power output less than the nominal power performance for that PV module as specified by the original product label and the 'Warranted Power Performance Value' ('WPPV') identified in Section 14, and if such decrease in power below the WPPV is determined to be due to defects in materials or workmanship under normal application, use and service conditions, Vikram Solar will remedy such decrease in power by, at its reasonable option, either (a) repair or replace the defective PV module to the Customer for replacement of modules or parts; (b) provide the Customer with additional PV module(s) to make up for such decrease in power so that the power output equals or exceeds the WPPV, provided, it is possible for the Customer to mount such additional PV module(s) at his cost and expenses; or (c) refund the difference between the actual power output of the PV module and the WPPV, based on the current market price of a comparable PV module at the time of the customer's claim. For purposes of determining PV module power output, measurements shall be based on, or normalized to, standard test conditions 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 error in accordance with EN 50380. The foregoing remedies shall be Vikram Solar's sole obligation, and the customer's remedy, for any module's failure to conform to the warranty in Section 3, and any repair or replacement shall not extend the warranty period set forth herein.

5. EXCLUSIONS AND LIMITATIONS

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

- a) All warranty claims must be received within the applicable warranty period for this Limited and Linear Warranty to be effective.
- b) This Limited and Linear Warranty does not apply to any module which, in Vikram Solar's sole judgment, has been subjected to:
 - ⓐ Failure to meet the agreed commercial terms with Vikram Solar or its subsidiaries. In case that Vikram Solar rejects the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;
 - ⓑ Misuse, tampering, abuse, neglect or accident
 - ⓒ Improper transportation, storage or handling

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- ① Alteration, improper installation or application
 - ① Removal and reinstallation at an alternate location
 - ① Non-compliance with instructions in the installation manual
 - ① Exposure to voltage in excess to the maximum system voltage at the lowest temperature of the place or power surges
 - ① Repair or modifications by someone other than an approved service technician of Vikram Solar
 - ① Installation in direct contact with salt water, that is to say in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination resulting from exceptional exposure to salt water or other chemicals
 - ① Power failure surges, lightning, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism or other events outside Vikram Solar's control
 - ① Negligence or willful misconduct or other improper acts or omissions of the customer, its employees or agents, or other third parties
- c) The customer (and/or its Forwarding Company) shall be responsible for inspecting and accepting the modules delivered by Vikram Solar. Any claim related and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by Vikram Solar if these occur during delivery itself. In all other cases, damages should be claimed from the Forwarding Company or Insurance Company.
- d) Warranty Claims will not be honored if the serial number is altered, removed, or made illegible.



The serial number should remain free from tampering for the warranty to be honored.

6. LIMITATION OF WARRANTY SCOPE

a) Disclaimer

This Limited and Linear Warranty is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability, title, non-infringement and fitness for particular purpose, use or application, and all other obligations or liabilities on the part of Vikram Solar, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by Vikram Solar.

b) Limitation of Liability

To the maximum extent permitted by the applicable laws, Vikram 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 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 Vikram Solar be liable for incidental, consequential or special damages, howsoever caused, even if Vikram Solar has been advised of or reasonably could have foreseen such damages. Loss of use, loss of profits, loss of production and loss of revenues are hereby specifically, and without limitation, excluded to the maximum extent permitted by applicable law. Notwithstanding anything contained elsewhere in this document, Vikram Solar's aggregate liability, if any, for damages or otherwise, shall not exceed the amount paid by the customer for the module that gave rise to the warranty claim.

7. WARRANTY CLAIM SUBMISSION AND VERIFICATION

If the customer believes it has a justified claim covered by this Limited and Linear Warranty, and wishes to seek a remedy hereunder, the customer shall promptly contact the local Customer Service Manager, where applicable, submitting written notification by registered mail or by sending an email, who will then provide instructions and a claim form for filing the claim.

If not applicable, the customer shall submit written notification directly to Vikram Solar by mailing a registered letter to Vikram Solar's address

listed hereunder (Section 14) in order to receive instructions and the claim form for filing the claim.

Upon receipt of all the documentation required and specified in Vikram Solar's claim form, Vikram Solar may, at its sole and absolute discretion, seek further verification of the customer's claim such as the complete system details of the Plant and the operation and maintenance details of the plant. The return of any module will not be accepted unless prior written authorization has been given by Vikram Solar and the customer has complied with the packaging and shipping instructions provided by Vikram Solar.

8. SEVERABILITY

If a part, provision or clause of this Limited and Linear Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity or enforceability of any other part, provision or clause of this Limited Warranty and its applicability to any other person or circumstance, and to this end such other parts, provisions, clauses or applications of this Limited and Linear Warranty shall be treated as severable.

9. TECHNICAL DISPUTES

In the event of any dispute between Vikram Solar and the customer as to the validity of any claim made under this Warranty, an ISO 17025 accredited test laboratory recognized by Vikram Solar at its sole and absolute discretion shall be called upon to judge the claim. Any measurements will be conducted in accordance with IEC 60904 standards and under Standard Test Conditions (STC as defined in Section 3.b). All fees and expenses associated with engaging such institutes shall be borne by the losing party. Nothing contained in this Section 9 shall preclude one party from bringing any legal suit, action or proceedings against the other party before the Courts of India.

10. MISCELLANEOUS

The customer may have specific legal rights outside this warranty, and may also have other rights that vary from jurisdiction to jurisdiction. This limited or linear warranty does not affect any additional rights the customer may have under mandatory rules of law in its jurisdiction. However, the overall liability of Vikram Solar under this shall not be more than 100% of the total price paid for any individual module. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, as a result of which the limitations or exclusions in this Limited and Linear Warranty may not apply to the customer. In the event that Vikram Solar replaces any module under this Limited and Linear Warranty.

- a) The replaced module shall become the property of Vikram Solar and Vikram Solar will deliver exact nominal power module to match the string design of PV. If Vikram Solar has discontinued production of that particular size PV module, Vikram will replace the same size and same Pmax module within 50 days from complaint date.

11. WARRANTY TRANSFER

This Limited and Linear Warranty is transferable to any subsequent owner of a module solely in circumstances in which that module remains installed in its original location. Any transferee is subject to all the exclusions, limitations and conditions set forth herein.

12. FORCE MAJEURE

Vikram Solar will not be liable in any way to the customer or any 3rd party for any non-performance due to acts of God, earthquakes and other natural calamities, war, riots, strikes, warlike conditions, plague and other epidemics, fire, flood, or any other similar cause of or circumstances beyond the reasonable control of Vikram Solar. In such cases the warranty will be null and void.

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13. VALIDITY

The start date of this Limited and Linear Warranty (“Warranty Start Date”) shall be defined as the earlier of either:

a) The sales invoice date;

or

b) One (1) year after the module was dispatched from Vikram Solar’s production facilities.

This Limited and Linear Warranty shall be valid until a revised version is issued by Vikram Solar. Vikram Solar reserves the right to revise the warranty conditions without any prior notification.

14. WARRANTED POWER PERFORMANCE TABLE

Warranted Power Performance Values (WPPV)

(Applicable for Eldora series)

Year	WPPV (%)
Year-1	97.5
Year-2	96.8
Year-3	96.2
Year-4	95.5
Year-5	94.8
Year-6	94.2
Year-7	93.5
Year-8	92.8
Year-9	92.1
Year-10	91.5
Year-11	90.8
Year-12	90.1
Year-13	89.5
Year-14	88.8
Year-15	88.1
Year-16	87.5
Year-17	86.8
Year-18	86.1
Year-19	85.4
Year-20	84.8
Year-21	84.1
Year-22	83.4
Year-23	82.8
Year-24	82.1
Year-25	81.4
Year-26	80.8
Year-27	80.1

Warranted Power Performance Values (WPPV)

(Applicable for Somera series)

Year	WPPV(%)
Year-1	97.00
Year-2	96.35
Year-3	95.70
Year-4	95.05
Year-5	94.40
Year-6	93.75
Year-7	93.10
Year-8	92.45
Year-9	91.80
Year-10	91.15
Year-11	90.50
Year-12	89.85
Year-13	89.20
Year-14	88.55
Year-15	87.90
Year-16	87.25
Year-17	86.60
Year-18	85.95
Year-19	85.30
Year-20	84.65
Year-21	84.00
Year-22	83.35
Year-23	82.70
Year-24	82.05
Year-25	81.40
Year-26	80.75
Year-27	80.10

15. STATEMENT FOR AUSTRALIAN PURCHASER

Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

16. CONTACT INFORMATION

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