



1.0 Limited Warranty for PV-Module(s)

Emmvee Photovoltaic Power Pvt. Ltd. (Formerly known as Emmvee Toughened Glass And Photovoltaics Pvt. Ltd.) having its registered office in "Solar tower" #55, 6th Main, 11th Cross, Lakshmaiah block, Ganganagar, Bangalore-560024, India. (Here in after called as EMMVEE) warrants its Photovoltaic module(s) ("PV-module(s)"), including factory fitted DC connector cable assemblies, if present, to be free from defects in materials and workmanship under normal application, installation, use and service conditions.

EMMVEE warrants that for a period of 120 (One hundred twenty) months – beginning from the date of sale to the original end customer, the solar modules shall be free of deficiencies in the form of material or manufacturing defects. In the event of a warranty claim, the customer shall be entitled to remediation of the deficiency, substitute delivery or reimbursement of the prorated portion of the purchase price, at EMMVEE's option.

2.0 Performance Warranty

PV-module(s) manufactured by EMMVEE warrants that will Deliver 80% of the minimum capacity (P_{min})¹ as specified on the product label under standard test conditions at the end of 25 years on a Linear degradation basis from the date of sale with Minimum 97.5% original capacity (P_{min})¹ at the end 1st year.

If there is a loss in the output power beyond the specified values within the specified period as described above, due to defect in the material or workmanship, EMMVEE reserves its right to replace such loss in power either by providing additional PV-module(S) to make up such loss in power or by repairing the defective PV-module(s) or by refunding the purchase price as paid by the customer ("purchase price") taking in to account a yearly declining balance depreciation of Twenty percent (20%) of the purchase price at the option of EMMVEE, EMMVEE has the option to repair the PV-module(s) or replace the defective PV-module at no cost to the customer.

3.0 Various

Any replaced PV-module(s) shall become the property of EMMVEE and EMMVEE has the right to deliver another type of PV Module(s) (different in size, color, shape and/or Power) in case EMMVEE discontinued the production of the PV Module in question at the time when the claim is made.

The repair or replacement of PV-module(s) or 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.

For the purpose of clause 1.0 and 2.0, the Purchase Price of a PV Module shall, where a separate price for the PV Module has not been agreed, be determined by EMMVEE acting reasonably, by reference to available industry publications listing prices for comparable PV Module(s) for the year of sale.

4.0 Exclusions and limitations of warranty

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 EMMVEE's absolute judgment have been subjected to:

- Misuse, abuse, neglect, or accident.
- Alteration, improper installations or applications.
- Non observance of EMMVEE's safety, installations, users and maintenance instructions.
- Repair or modifications by someone other than on approved service technician of EMMVEE.
- Power failure surges, Lightning, flood, fire, accidental breakage or other events outside EMMVEE's control.

C. The Limited warranties do not cover any transportations costs for return of the PV Module(s) or for reshipment of any repaired or replaced PV Module(s) or cost associated with installations, removal, or reinstallations of the PV Module(s).

D. When used in non-land based applications the limited peak power warranty, applying to any of the PV-module(s) shall in no case exceed ten (10) years.

E. Warranty claims will not be honoured if the type or serial number of the PV Module(s) have 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 EMMVEE 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.

5.0 Limitations of Warranty scope

THE CUSTOMER MAY HAVE LEG AL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATIONS AND NOTH ING HEREIN SHALL EXCLUDE THE APPLICATION OF SUCH LAWS.

TO THE EXTENT PERMITTED BY RELEVANT LAW:

- A. EMMVEE HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTH ER LOSS OR INJURY RESULTING FROM ANY CAUSE WHA TSOEVER ARISING OUT OF OR RELATED TO THE PR ODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV-MODULE,OR FROM USE OR INSTALLATION.UN DER NO CIRCUMSTANCES SHALL EMMVEE 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 LIMITATIONS EXCLUDED.



- B. EMMVEE'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.

6.0 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 EMMVEE distributor, or (c) send such notification to Emmvee Photovoltaic Power Pvt. Ltd. "Solar tower", #55, 6th Main, 11th Cross, Lakshmaiah block, Ganganagar, Bangalore-560024, 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 EMMVEE 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 EMMVEE for instructions. The return of any PV-module(s) will not be accepted unless prior written authorization has been given by EMMVEE.

7.0 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 holding shall not affect and shall leave in effect of all other parts, provisions, clauses or applications of the limited warranty, and to this end such other parts, provisions, clauses or applications of this limited warranty shall be treated as severable.

8.0 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) MONTH AFTER THE DATE THE CAUSE OF ACTION HAS ARISEN OR THE DATE THAT THE CUSTOMER DISCOVERED THE CAUSE OF ACTION, WHICH EVER IS LATER.

9.0 Force Majeure

EMMVEE shall not be in any way be responsible or liable to the customer/user or third parties arising out of any non-performance or delay in performance of any terms and conditions of sale, including the limited warranty, due to acts of god, war, civil disturbances, acts of terrorism, riots, strikes, lockouts, walkouts, other labor disturbances, acts of government, unavailability of suitable and sufficient labor, 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 The minimum output (P_{min}) is calculated by deduction the stated performance / output tolerances from the nominal peak power (P_{nom}) as measured under standard testing conditions (STC) (Light Spectrum of AM 1.5, Irradiation of 1000 W/m^2 and Cell Temperature of 25°C). The measurements must be conducted on the connections in the connection boxes or – if present – on the connections plugs in accordance with IEC 61215.

In case of the any defects, the product to be shipped to:

Emmvee Photovoltaic Power Pvt Ltd

(Formerly known as Emmvee Toughened Glass and Photovoltaics Pvt. Ltd)

55, Solar Towers, 6th Main, 11th Cross, Lakshmaiah Block, Ganganagar, Bangalore-560024, India.

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