

## Product & Performance Warranty

Service Guarantee is applicable only to Glass –Glass modules

Free Service for the first 5 years is applicable only to Glass – Glass modules

Warranty applied to Solar Modules Manufactured by Poola Energy at Penukonda, A.P

Thank you for purchasing a PV module (‘modules’) manufactured by Poola Energy

### 1. Warranted Products

SPS PV modules are supplied with service guarantee besides limited product and linear performance warranty. Module model numbers covered under this warranty are mentioned below

S.no	Model	S.no	Model	S.no	Model
1	SPS-CP6-AAA	6	SPS-CMP14-AAA	11	SPS-GMP7-AAA
2	SPS-CP7-AAA	7	SPS-GP6-AAA	12	SPS-GMP14-AAA
3	SPS-CP14-AAA	8	SPS-GP7-AAA	13	SPS-B6-AAA
4	SPS-CMP6-AAA	9	SPS-GP14-AAA	14	SPS-B7-AAA
5	SPS-CMP7-AAA	10	SPS-GMP6-AAA	15	SPS-B14-AAA

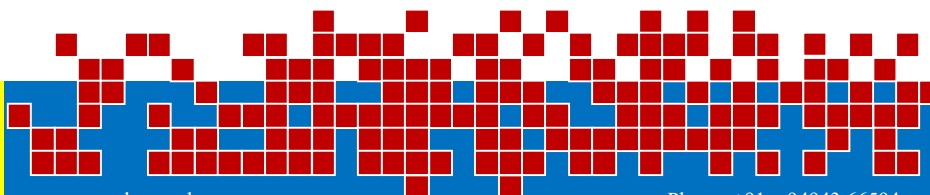
### 2. Limited Product Warranty

Repair, Replacement or Refund

SPS 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 10 years 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, SPS will, at its sole discretion, either

- Repair or replace the module or
- 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 SPS'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 of the Limited and Linear Warranty.

### 3. Linear Power/Performance Warranty

#### 3.1. Linear power warranty 30 years applicable for Glass to Glass

**For Glass-Glass Bifacial and Mono Perc Module:** 97% in the first year, thereafter, for years two (2) through twenty-five (25), 0.5% maximum decrease from module's nominal power output per year, ending with the 82.5% nominal Power in the 30<sup>th</sup> year tested under STC conditions of 25°C, 1.5 AMG, 1000 W/m<sup>2</sup> as stated in product datasheet, after the defined warranty starting date.

**For Glass-Glass poly module:** 97.5% in the first year, thereafter, for years two (2) through twenty-five (25), 0.5% maximum decrease from module's nominal power output per year, ending with the 83% nominal Power in the 30<sup>th</sup> year tested under STC conditions of 25°C, 1.5 AMG, 1000 W/m<sup>2</sup> as stated in product datasheet, after the defined warranty starting date.

#### 3.2. Linear power warranty 25 years applicable for C - series

**For poly modules (C - series):** 97.5% in the first year, thereafter, for years two (2) through twenty-five (25), 0.67% maximum decrease from module's nominal power output per year, ending with the 81.4% nominal Power in the 25<sup>th</sup> year tested under STC conditions of 25°C, 1.5 AMG, 1000 W/m<sup>2</sup> as stated in product data sheet, after the defined warranty starting date.

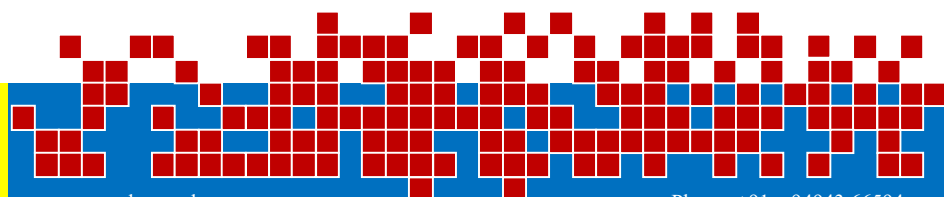
**For mono modules (C - series):** 97% in the first year, thereafter, for years two (2) through twenty-five (25), 0.65% maximum decrease from module's nominal power output per year, ending with the 81.4% nominal Power in the 25<sup>th</sup> year tested under STC conditions of 25°C, 1.5 AMG, 1000 W/m<sup>2</sup> as stated in product datasheet, after the defined warranty starting date.

#### 3.3. Limited power warranty 25 years applicable for micro, mini, c – series (130p-300p)

Within a period of 25 years from the Warranty Starting Date, the module will exhibit Nominal Power of

- 90% Performance at the end of 12 years
- 80% Performance at the end of 25 years

under STC (Standard Testing Conditions) of 25°C, 1.5 AMG, 1000 W/m<sup>2</sup> as stated in product datasheet, from the defined Warranty Starting Date.



#### 4. Limited Remedy

SPS further warrants that if, within the period defined in clause 3 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, SPS 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;
- (c) refund the difference between the actual power output of the PV module and the WPPV, based on the current market

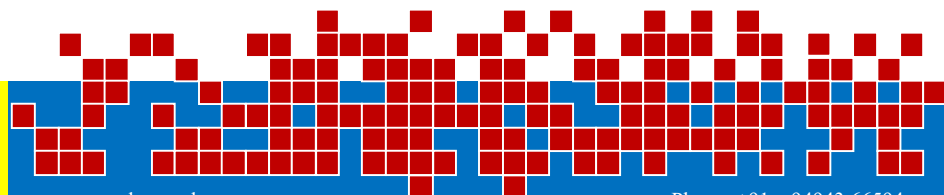
price of a comparable PV module at the time of the customer's claim.

For purposes of determining PV module power output, measurements shall be based on, or normalized to, standard test conditions of 1000 W/m<sup>2</sup> 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 SPS'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 & 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 SPS's sole judgment, has been subjected to:
  - Failure to meet the agreed commercial terms with SPS or its subsidiaries. In case that SPS 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
  - Alteration, improper installation or application
  - Removal and reinstallation at an alternate location
  - Non-compliance with instructions in the installation manual
  - Exposure to voltage in excess to the maximum system voltage at the lowest temperature of the place or power surges
  - Repair or modifications by someone other than an approved service technician of SPS



- 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
- Power failure surges, lightning, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism or other events outside SPS's control
- 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 SPS. Any claim related and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by SPS 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 SPS, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by SPS.

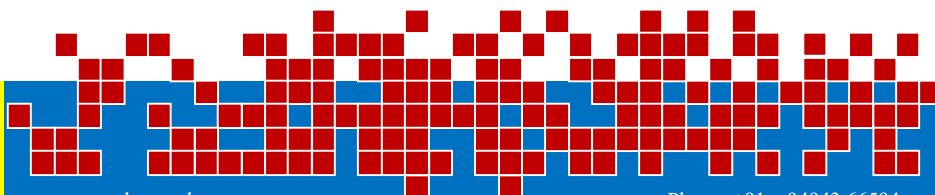
### b) Limitation of Liability

To the maximum extent permitted by the applicable laws, SPS 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 SPS be liable for incidental, consequential or special damages, howsoever caused, even if SPS 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, SPS'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.

## **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 or 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 SPS and the customer as to the validity of any claim made under this Warranty, an ISO 17025 accredited test laboratory recognized by SPS 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 SPS 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 SPS replaces any module under this Limited and Linear Warranty.

- a) The replaced module shall become the property of SPS and SPS will deliver exact nominal power module to match the string design of PV. If SPS has discontinued production of that particular size PV module, SPS will replace the same size and same  $P_{max}$  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

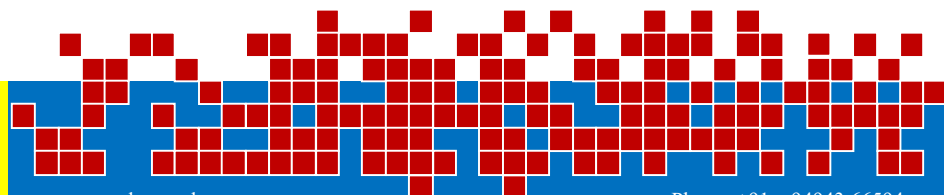
SPS will not be liable in any way to the customer or any 3<sup>rd</sup> party for any non-performance due to acts of God, earthquakes and other natural calamities, war, riots, strikes, warlike conditions, plague and other epidemics, fire, flood, or any other similar cause of or circumstances beyond the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

## 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 SPS’s production facilities.

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



#### 14. Serviceability

The life time serviceability clause is applicable only to Glass – Glass modules. In the event of top glass breakage / micro cracks in PV cell / cell breakage / Moisture deposition / busing failure between terminals resulting in poor performance or zero output conditions from module is eligible for serviceable facility. First 5-year free service guarantee is applicable for all models of Glass to Glass modules. Serviceable clause is not applicable for the cases with Bottom or both glass breakage. In the event of top glass breakage contact the SPS customer support team where our technician will inspect the damaged panel at site within 48 hours to analyze and get the module serviced. In other events of poor performance or zero output conditions visit our service centers or contact customer support team.

#### 15. Contact Information

POOLA ENERGY PVT., LTD.

Plot no.1/523/1, Alwin Building,

Anantapur Road, Penukonda, Andhra Pradesh, India.

Pin code: 515 110

Phone: +91 70105 38841 / 94943 66594

Website: [www.poolaenergy.com](http://www.poolaenergy.com)

