

LIMITED AND LINEAR WARRANTY OF PV MODULES

This LIMITED WARRANTY STATEMENT (hereinafter referred to as the Warranty Statement") applies to Solar Photovoltaic Module(s) (hereinafter referred to as the "Module(s)") supplied by Solarmint Energies Limited (hereinafter referred to as "SOLARMINT" or "Solarmint") as mentioned below.

Model Series 1. MONO PERC SOLAR MODULES >= 500WP

Model Series 2. TOPCON SOLAR MODULES >= 550WP

Model Series 3. SOLAR MODULES RATED < 500WP

Solarmint provides the warranties set forth in Clause A (Limited & Conditional Product Warranty) and Clause B (Limited & Conditional Warranty for Power output) to the first user (hereinafter referred to as the "Buyer"), that the Module(s) shall be free from defects in material and workmanship that have an effect on the Module(s) Functionality under normal application, installation, use and service. The warranty period shall commence on the earlier of (i) The sales invoice date; or (ii) One (1) year after the module was dispatched from Solarmint's production facilities. ("Warranty Start Date").

A. LIMITED & CONDITIONAL PRODUCT WARRANTY

Solarmint provides for a period of 12 years for Model Series No.1 & Model Series No.2 above and 5 years for the Model Series No. 3 above, limited and conditional Product Warranty subject to the conditions contained in this Warranty Statement (hereinafter referred to as "Term of Product Warranty"). If during the Term of Product Warranty, the Module(s) is/are found to be having Manufacturing Defects, then Solarmint will, at its sole discretion either (i) repair, or (ii) replace such Module(s) with similar Module(s), or (iii) refund the purchase price of the Module (s) without interest or any charge, as measured by considering 5% depreciation per year on original purchase price or the then prevailing price of similar Module(s) whichever is lower, provided that the then prevailing price does not exceed the original sale price at which the Buyer has purchased the Module(s); or (iv) provide supplementary Module(s) free of charge to the Buyer, for the balance Term of Product Warranty This Warranty is subject to the exclusions and limitations as mentioned in the Warranty Statement.

B. LIMITED & CONDITIONAL WARRANTY FOR POWER OUTPUT

Solarmint provides a total of 30 (Thirty) years for Model Series No. 1 & Model Series No.2 above and 10 (Ten) years for the Model Series No. 3 above limited and conditional warranty (respectively for above mentioned Model & Series), hereinafter referred to as "Term of Power Output Warranty with respect to power output, starting from the Warranty Start Date which shall be as per below.

For Model Series No. 1 & Model Series No.2 :

1. During the first year, will exhibit a power output no less than 98% of the peak power (for Model Series 1) & 99% of the peak power (for Model Series 2) under Standard Testing Conditions (STC) as follows:

- a. light spectrum of AMG 1.5,
- b. an irradiation of 1000 W/m² and
- c. a cell temperature of 25 degrees centigrade at right angle irradiation at the end of first year.

2. From 2nd to 30th year, the power output will decline annually by no more than 0.55% (for Model Series 1) & 0.4% (for Model Series 2) of the peak power under the STC.

For Model Series No. 3, power generation is guaranteed for 10 years with up to 20% degradation in 10 years.

The actual power output of the Module(s) shall be determined for verification using STC only. The actual power output measurement is either carried out by a Solarmint' facility or by a Solarmint's recognized third party testing institute. The warranted power output values of Module(s) shall be those measured under STC.

All power output measurements shall be conducted under Standard Testing Conditions (STC: 1000 W/m² irradiance, AM 1.5 spectrum, and 25°C cell temperature) in accordance with IEC 60904. Output evaluations shall account for standard test measurement system uncertainty in accordance with EN 50380 and IEC standards.

C. WARRANTY EXCLUSIONS AND LIMITATIONS

This warranty shall not apply to any Module(s) which have been subjected to misuse, abuse, neglect, alteration, disassembly, improper Installation removal from its original installation, re-installation and/or application including improper wiring, non-observance of Solarmint's installation or maintenance instructions, repair or modifications by third party other than an Solarmint approved technician, failures due to power surges or surrounding equipment, improper connections resulting in hazardous reverse current or other events outside Solarmint's control accidental breakage, extreme thermal or environmental conditions or rapid changes in such conditions.

1. There exists no warranty for those Module(s) whose type or serial numbers appears to be changed, erased, removed, illegible or in any manner altered or tampered.
2. This warranty does not apply to any alteration of the appearance of the Module(s) that does not affect the performance or functionality of the Module(s).
3. This warranty does not cover any cost associated with on-site labour and any cost associated with the installation, removal, reinstallation, shipping or transportation of the Module(s) or any components, any customs clearance or any other cost of return or re-shipment of Module(s).

4. This warranty is not available for acts occurred as a result of Force Majeure like Acts of God/ Nature such as (but not limited to) lighting, earth-quake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities, war, riots, strikes, warlike conditions, actions of third parties and other unforeseeable or unavoidable events that are not caused by or attributable to Solarmint. In such cases, performance by Solarmint of this Warranty Statement shall be suspended, without any liability whatsoever.
5. This warranty does not apply to any deterioration in appearance due to naturally occurring scratches, stains, mechanical wear, rust, mold, degradation, discolouring, and other alterations that occurred after shipment from Solarmint but do not affect the power generation performance or mechanical strength of the Modules.
6. The warranty provided herein does not cover damage, malfunctions or service failures of the Module(s) caused by:
 - a. Defects and/or failures caused by devices and/or parts other than the Module(s) or by mounting methods of such devices and/or parts.
 - b. Defects and/or failures caused by defective wiring, installation, or handling.
 - c. Any damages caused by abrasion, artificial damage or animals are exempt from this warranty.
 - d. Defects and/or failures caused by inappropriate environmental conditions or installations not in conformance with Module(s) specifications, installation manuals, operation manuals, or labels attached to the Module(s).
 - e. Defects and/or failures caused by unauthorized maintenance, operation or modification regardless of whether such act is willful misconduct or negligence.
 - f. Defects and/or failures caused by removal from the original place of installation.
 - g. Defects and/or failures caused by repairs not in accordance with Solarmint's instructions.
 - h. Defects and/or failures caused by inappropriate handling during transportation or storage.
 - i. Negligent maintenance or non- performance of the periodic function checks of the system.
 - j. Cosmetic variation, stains or scratches that do not affect power output.
 - k. Use on mobile units such as vehicles.
 - l. Exposure to voltages in excess of maximum system voltage specified in the datasheet.
 - m. If the serial number of the Module(s) have been altered, removed or made illegible.
 - n. The Buyer's (and/or its forwarding company) shall be responsible for inspecting and accepting the Module(s) delivered by Solarmint. Any claim related and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by Solarmint if these occur during delivery itself. In all other cases, damages should be claimed from the forwarding company of the insurance company.
7. Solarmint may, at its sole discretion, use its own equipment under STC or use a neutral third party for testing performance of Module(s), for those Modules for which the Buyer has raised its claim. If the results of such test prove beyond reasonable doubt that the Module(s) is/are not performing to the extent supposed to perform in generating the warranted percentage of its specified minimum power output during the Product Warranty Term and/or Term of Power Output Warranty, then Solarmint will, at its sole option either (1) repair, or (ii) supply similar Module(s) as replacement; or (iii) provide such other supplementary Module(s) to match the aggregate shortage of power output from the warranted percentage of the power output. This is subject to Warranty Exclusions and Limitations. Repair or Replacement supply of Module(s) shall be performed free of charge only and only if the Module(s) is/are found to have manufacturing defect or short proved through the aforesaid test reports. Since the test(s) is/are performed with the consent of the Buyer, Solarmint / 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. In case the Buyer, decides to engage a neutral third party testing agency to conduct the tests with the prior written consent of Solarmint, the cost of conducting such tests and the shipping charges for any allegedly detected Module(s) shall be paid by the Buyer and only in case the manufacturing defect is proved beyond reasonable doubts in such tests reports, Solarmint will reimburse the actual cost incurred and paid by the Buyer to such third party agency subject to minimum amount deductions which are generally charged for such tests.
8. Notwithstanding anything contained herein Solarmint shall not in any circumstances be liable to the Buyer or any third party for the death of any person or any loss, injury or damages to any person or property by use of the Module(s)
9. After Replacement, the replaced Module(s) shall become the sole and exclusive property of Solarmint.

10. In case of replaced Module(s), the Warranty is available only for the remaining term and the term of warranty shall not again start from the date of replacement of Module(s).
 11. Return of any replaced Module(s) is/are not accepted unless prior authorization in writing has been given by Solarmint.
 12. In the event of replacement, Solarmint shall provide replacement Module(s) with compatible electrical characteristics and nominal power to match the existing PV string design. If Solarmint has discontinued the manufacturing of the specific Module model being claimed, Solarmint shall supply an equivalent or higher-rated power Module of compatible physical dimensions.
 13. The installation of Module(s) requires great degree of skills, it should only be performed by a qualified and licensed professional, including, without limitation, licensed contractors and licensed electricians.
 14. The remedies of repair, replacement, refund, or supplementary module supply provided under this Warranty Statement shall constitute the Buyer's sole and exclusive contractual remedies for any breach of warranty, without prejudice to any statutory rights that cannot be excluded under applicable law.
 15. All warranty claims (with proof of defect) must be received within the Term of Product Warranty and/or Term of Power Output Warranty for this warranty to be effective. Any claim that accrued within the relevant Term of Product Warranty and/or Term of Power Output Warranty but brought even a single day after the expiry of the Term of Product Warranty and/or Term of Power Output Warranty shall not be entertained by Solarmint and Buyer thereby discharges Solarmint unconditionally against any claims of whatsoever nature with respect to the Module(s) covered under this Warranty Statement.
 16. Warranty claims under this Statement shall only be valid if the Buyer has fulfilled all agreed commercial payment obligations for the claimed Module(s). In the event that a claim cannot be processed due to pending commercial balances, the Buyer shall have the right to settle and deposit the outstanding dues relating to such Module(s) to activate warranty processing.
 17. Operation in corrosive environments beyond certified conditions shall not be covered unless the module is specifically certified for such applications.
 18. Any legal proceedings arising out of or in connection with a disputed warranty claim shall be initiated within the statutory limitation period prescribed under applicable Indian laws from the date the cause of action arises.
 19. Performance degradation caused by soiling, dust accumulation, bird droppings, or inadequate cleaning is not covered and will not be considered in power output measurements. The measurement must be on a clean module surface as per IEC 60904.
- #### D. FORCE MAJEURE
- This warranty is not available for acts occurred as a result of Force Majeure like Acts of God/ Nature such as (but not limited to) lighting, earth-quake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities, other epidemics or circumstances beyond Solarmint's control, war, riots, strikes, warlike conditions, actions of third parties and other unforeseeable or unavoidable events that are not caused by or attributable to Solarmint. In such cases, performance by Solarmint of this Warranty Statement shall be suspended. without any liability whatsoever.
- #### E. TRANSPORTATION, HANDLING AND UNLOADING
- The Buyer shall be responsible for ensuring proper transportation, storage, handling, unloading, lifting, movement and installation of the Module(s) after delivery by Solarmint or its authorized logistics provider. The Buyer shall follow all handling, storage and installation instructions issued by Solarmint from time to time.
- Any damage, defect, micro-cracks, glass breakage, frame deformation, junction box damage, connector damage, cell cracks, moisture ingress, hot spots, performance degradation or other failures arising from improper transportation, unloading, handling, storage, stacking, lifting, installation or operation after delivery shall not be covered under this Warranty Statement.
- The Buyer shall inspect the Module(s), packaging and shipment condition immediately upon delivery and before unloading. Any visible shortage, breakage, packaging damage or transit-related damage shall be recorded on the delivery documents and notified in writing to Solarmint within 72 hours of cargo arrival, together with supporting photographs and relevant shipment details. Failure to provide such notification within the specified period shall constitute acceptance of the Module(s) as delivered.
- Where transportation is arranged by the Buyer or the Buyer's nominated carrier, Solarmint shall not be responsible for any loss, damage or deterioration occurring during transit, unloading, storage or handling after the Module(s) are handed over to the carrier or collected from Solarmint's facility.

Claims relating solely to transportation or transit damage shall be pursued against the relevant transporter, logistics provider or insurance carrier and shall not constitute a valid warranty claim under this Warranty Statement.

F. MOUNTING STRUCTURE AND INSTALLATION SYSTEM

The Buyer shall ensure that the Module(s) are mounted on a structurally adequate, properly engineered and suitably designed mounting structure capable of supporting the applicable dead loads, wind loads, snow loads, seismic loads and other environmental loads in accordance with applicable laws, standards, engineering practices and Solarmint's installation manual.

This Warranty Statement does not cover any damage, defect, performance loss or failure of the Module(s) resulting from:

- Improper design, selection, installation or maintenance of the mounting structure.
- Use of incompatible, defective, undersized, corroded or structurally inadequate mounting systems, fasteners, clamps, rails or associated hardware.
- Failure to comply with the prescribed mounting locations, clamping zones, torque requirements, support requirements or installation instructions specified by Solarmint.
- Excessive mechanical stress, bending, twisting, vibration, structural movement or deformation imposed on the Module(s).
- Failure of roofs, buildings, foundations, trackers, mounting structures or any supporting infrastructure.
- Damage caused by insufficient structural support, excessive deflection, wind-induced loading, snow loading, water accumulation or any similar structural condition.
- Galvanic corrosion, electrochemical corrosion or other deterioration caused by incompatibility between the Module(s) and mounting system materials.
- Any Module(s) installed on single-axis trackers, dual-axis trackers, floating solar structures, carports, façade systems or other specialized mounting systems shall be installed strictly in accordance with the structure manufacturer's design requirements and Solarmint's installation guidelines. Damage arising from tracker malfunction, excessive tracker movement, resonance, torsional loading or structural failure shall not be covered under this Warranty Statement.

Solarmint shall not be responsible for the structural adequacy, engineering design, certification, installation, safety, performance or maintenance of any mounting structure, tracker system, rooftop system or supporting infrastructure used in connection with the Module(s).

Any damage resulting from installation on structures that do not comply with applicable building codes, engineering standards or Solarmint's installation requirements shall be excluded from warranty coverage.

G. PROCEDURE TO CLAIM WARRANTY

If the Buyer or permitted assigns of the Module(s) feels that they have a justified claim covered under this Warranty Statement, such person shall send a written notification within 30 (Thirty) days of discovery of the defect giving rise to the warranty claim. Such written notification shall be sent directly to Solarmint at their registered factory address or by email to info.sns@senzasolar.com or may write the same to an authorized Solarmint sales representative. Warranty may be claimed by the original purchaser, distributor, EPC contractor, system owner, or any subsequent owner able to demonstrate lawful ownership and traceability of the Module(s), at one time for one cause, as the case may be and not by both, or twice. The warranty claim shall be 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. Solarmint will not accept any returned Module(s) without a prior lodged complaint or a prior written authorization given by Solarmint. Any false information in the Warranty claim shall result in rejection of the claim without prejudice to Solarmint's further remedies under the law.

H. WARRANTY TRANSFER

This Limited Warranty Statement is fully transferable and assignable to any subsequent owner or lawful operator of the solar PV system, provided that the Module(s) remain continuously installed in their original installation location and configuration. Any subsequent owner/transferee shall be subject to all the terms, conditions, exclusions, and limitations set forth in this Warranty Statement.

I. DISCLAIMERS

SOLARMINT HEREBY MAKES NO WARRANTIES, EXPRESS OR IMPLIED IN RESPECT OF THE MODULE(S) OTHER THAN THE WARRANTIES MADE HEREIN, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE/ USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SOLARMINT UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY SOLARMINT. SOLARMINT OR ITS DIRECTORS OR ITS EMPLOYEES SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OR LOSS OF USE OF OR FAILURE OF THE MODULE(S) AS WARRANTED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SERVICES, LOSS OF PROFITS OR SAVINGS, GOODWILL AND EXPENSES ARISING OUT OF THIRD-PARTY CLAIMS.

J. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLARMINT 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 MODULE(S) OR THEIR USE. SOLARMINT UNDER NO CIRCUMSTANCES SHALL BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE MODULE(S), EVEN IF SOLARMINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLARMINT'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SOLARMINT BY THE BUYER FOR THE MODULE(S) THAT GAVE RISE TO THE WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE WARRANTY STATEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE MODULE(S) WOULD BE SUBSTANTIALLY DIFFERENT.

K. TECHNICAL DISPUTES

In the event of any technical dispute regarding the validity of a defect or power degradation claim, the Module(s) shall be tested by an independent, mutually recognized ISO/IEC 17025 accredited solar testing laboratory. Testing shall be performed strictly in accordance with IEC 60904 standards under STC. All fees and shipping expenses associated with such testing shall be borne by the losing party.

L. GOVERNING LAW

Any claim or dispute arising under or in connection with this Warranty Statement shall be brought exclusively in the Courts of Delhi and warranty herein shall be governed by Indian Laws. This clause shall override any purchase order/contract/agreement 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 purchase order/contract/agreement having overriding clause will not affect this Warranty Statement.

M. SEVERABILITY

If any part, provision or clause of this Warranty Statement or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Warranty Statement, and to this end such other parts, provisions, clauses or applications of this Warranty Statement shall be treated as severable.

WARRANTED POWER PERFORMANCE TABLE

Applicable for Model Series No. 1 & Model Series No. 2

	MONO PERC		TOPCON	
Year	Rate of Degradation	Power of Output	Rate of Degradation	Power of Output
1st Year	2%	98%	1%	99%
2nd Year	0.55%	97.45%	0.4%	98.6%
3rd Year	0.55%	96.90%	0.4%	98.2%
4th Year	0.55%	96.35%	0.4%	97.8%
5th Year	0.55%	95.80%	0.4%	97.4%
6th Year	0.55%	95.25%	0.4%	97.0%
7th Year	0.55%	94.70%	0.4%	96.6%
8th Year	0.55%	94.15%	0.4%	96.2%
9th Year	0.55%	93.60%	0.4%	95.8%
10th Year	0.55%	93.05%	0.4%	95.4%
11th Year	0.55%	92.50%	0.4%	95.0%
12th Year	0.55%	91.95%	0.4%	94.6%
13th Year	0.55%	91.40%	0.4%	94.2%
14th Year	0.55%	90.85%	0.4%	93.8%
15th Year	0.55%	90.30%	0.4%	93.4%
16th Year	0.55%	89.75%	0.4%	93.0%
17th Year	0.55%	89.20%	0.4%	92.6%
18th Year	0.55%	88.65%	0.4%	92.2%
19th Year	0.55%	88.10%	0.4%	91.8%
20th Year	0.55%	87.55%	0.4%	91.4%
21st Year	0.55%	87.00%	0.4%	91.0%
22nd Year	0.55%	86.45%	0.4%	90.6%
23rd Year	0.55%	85.90%	0.4%	90.2%
24th Year	0.55%	85.35%	0.4%	89.8%
25th Year	0.55%	84.80%	0.4%	89.4%
26th Year	0.55%	84.25%	0.4%	89.0%
27th Year	0.55%	83.70%	0.4%	88.6%
28th Year	0.55%	83.15%	0.4%	88.2%
29th Year	0.55%	82.60%	0.4%	87.8%
30th Year	0.55%	82.05%	0.4%	87.4%

Registered Office :

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