



VINOVA ENERGY SYSTEMS PRIVATE LIMITED
LIMITED WARRANTY FOR PV MODULES

Applies to the following models: VE24250, VE24220, VE24200, VE24180, VE12150, VE12135

1. Limited Product Warranty – Ten (10) Year Repair, Replacement or Refund Remedy

Vinova Energy warrants its PV modules, to be free from defects in materials and workmanship under normal, application, and installation use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending sixty (60) months from the date of sale to the original end-customer, Vinova Energy, at its discretion, may either repair or replace the product with an equivalent product, or refund the purchase price as paid by the customer. 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 Sixty (60) months period set forth herein. This limited product warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty).

2. Limited Power Warranty

- a) Vinova Energy additionally warrants: If, within twelve (12) years from the date of array commissioning or the calendar date 6-months after the manufacturing date of the modules (whichever comes first), any PV module(s) that exhibits a power output less than 90% of the Minimum Peak Power¹ as specified in the Vinova Product datasheet revision active for the serial number date of the module, provided that such loss in power is determined by Vinova Energy (at its sole and absolute discretion) to be due to defects in material or workmanship, Vinova Energy will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of Vinova Energy.
- b) Vinova Energy additionally warrants: If, within twenty-five (25) years from date of array commissioning or the calendar date 6-months after the manufacturing date of the modules (whichever comes first), any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power¹ as specified in the Vinova Energy's Product datasheet revision active for the serial number date of the module, provided that such loss in power is determined by Vinova Energy (at its sole and absolute discretion) to be due to defects in material or workmanship Vinova Energy will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of Vinova Energy.

3. Exclusions and limitations

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the PV Modules.
- c) The Limited Warranties do not apply to any of the following:
 1. PV modules which in Vinova Energy's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than a Vinova Energy authorized dealer; non-observance of the applicable Vinova Energy's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Vinova Energy; power failure surges, lightning, flood, fire, accidental breakage or other events outside Vinova Energy's control.

2. Cosmetic defects stemming from normal wear and tear of PV module materials. Normal wear and tear of PV module materials can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of brown or gray discoloration around or over individual solar cells
 3. PV modules installed in locations, which in Vinova Energy's absolute judgment may be subject to direct contact with bodies of salt water or installed on marine recreational vehicles
- d) The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
 - e) When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the PV modules shall be limited to twelve (12) years as per the provisions of clause 2(a) hereof.
 - f) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

4. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, 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 VINOVA ENERGY, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY VINOVA ENERGY. VINOVA ENERGY 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 LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL VINOVA ENERGY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED.

VINOVA ENERGY'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO VINOVA ENERGY BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

5. Obtaining Warranty Performance

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the PV-modules, or (b) any authorized Vinova Energy distributor, of the claim in writing, or (c) send such notification to Vinova Energy directly. In addition, please enclose evidence of the date of delivery of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to Vinova Energy for instructions. The return of any PV-modules will not be accepted unless Vinova Energy has given prior written authorization.

¹"Minimum Peak Power" = Peak power *minus* the Peak power tolerance (as specified in Vinova Energy's Product datasheet). "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m², light spectrum AM 1.5g and a cell temperature of 25 degrees C)