

# **E MMVEE PHOTOVOLTAIC POWER PRIVATE LIMITED**



## **LIMITED WARRANTY TERMS AND CONDITIONS FOR MONO-FACIAL (GLASS TO WHITE, TRANSPARENT & BLACK BACK SHEET MODULES) AND BI-FACIAL (GLASS TO GLASS MODULES)**

### ***PRODUCT MODEL NUMBER***

#### **MODEL GROUP - A**

**ExxxHCMW144 (xxx=530-550 in steps of 1, 144 cells)**  
**ExxxHCMW120 (xxx=440-450 in steps of 1, 120 cells)**  
**ExxxHCMW108 (xxx=395-405 in steps of 1, 108 cells)**  
**ExxxHCMW132 (xxx=485-500 in steps of 1, 132 cells)**

#### **MODEL GROUP - B**

**ExxxHCBT144 (xxx=530-545 in steps of 1, 144 cells)**  
**ExxxHCBT120 (xxx=440-450 in steps of 1, 120 cells)**  
**ExxxHCBT108 (xxx=395-405 in steps of 1, 108 cells)**  
**ExxxHCBT132 (xxx=485-500 in steps of 1, 132 cells)**

#### **MODEL GROUP - C**

**ExxxHCM144-B (xxx=520-530 in steps of 1, 144 cells)**  
**ExxxHCM120-B (xxx=430-445 in steps of 1, 120 cells)**  
**ExxxHCM108-B (xxx=385-400 in steps of 1, 108 cells)**  
**ExxxHCM132-B (xxx=475-490 in steps of 1, 132 cells)**

#### **MODEL GROUP - D**

**ExxxHCBG144 (xxx=530-550 in steps of 1, 144 cells)**  
**ExxxHCBG120 (xxx=440-450 in steps of 1, 120 cells)**  
**ExxxHCBG108 (xxx=395-405 in steps of 1, 108 cells)**  
**ExxxHCBG132 (xxx=485-500 in steps of 1, 132 cells)**



## 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, 6<sup>th</sup> 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 12 (Twelve year) – 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

Glass to back sheet module(s) above mentioned Model Group A, B & C manufactured by EMMVEE warrants that will Deliver 84.80% of the minimum capacity ( $P_{min}$ )<sup>1</sup> 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 98% original capacity ( $P_{min}$ )<sup>1</sup> at the end 1st year and 0.55% from second year till 25 years

Glass to Glass module(s) above mentioned Model Group D manufactured by EMMVEE warrants that will Deliver 84.95% of the minimum capacity ( $P_{min}$ )<sup>1</sup> as specified on the product label under standard test conditions at the end of 30 years on a Linear degradation basis from the date of sale with

Minimum 98% original capacity ( $P_{min}$ )<sup>1</sup> at the end 1st year and 0.45% from second year till 30 years

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 Ten percent (10%) 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

EMMVEE must be notified of all claims within the Warranty Period. Any claim made outside of the Warranty Period is invalid. This Limited Product or Performance Warranty does not include any costs of transportation, labor or other costs related to de-installing or re-installing a Product or de-installing, re-installing or troubleshooting any other elements of Customer's electrical systems.

EMMVEE SHALL NOT BE RESPONSIBLE FOR, AND THIS LIMITED PRODUCT OR PERFORMANCE WARRANTY SHALL NOT APPLY TO, ANY OF THE FOLLOWING:

- (a) Use of any Product that (i) is not consistent with the Product's intended purpose, (ii) is not under normal conditions, (iii) is not in accordance with the Product's documentation, or (iv) is at any location other than the Site;
- (b) Any Product subjected to misuse, damage, abuse, neglect or accident; alteration; improper installation, maintenance, shipment, handling, application or removal; placement or mounting in an unsuitable physical or operating environment; power failure or voltage surges, lightning, flood, fire, accidental breakage or other events outside EMMVEE control;
- (c) Use with equipment not authorized by EMMVEE, including mirrors or other solar systems of any kind;
- (d) Damage or corrosion resulting from negligence or due to improper shipment, handling, storage or use;
- (e) Damage to serial numbers, markings, and legends or labeling, including being altered, defaced, or removed.
- (f) Damage from external stress in excess of the Product's certified capabilities, including without limitation any damage related to falling rocks, branches, roofing materials, hail or other debris;
- (g) Cosmetic defects stemming from normal wear and tear of the Product's materials or external stains, marks or scratches that do not affect performance or functionality and physical abuse;
- (h) Normal wear and tear, aging or natural degradation that does not affect power output;
- (i) Alterations in the utility-approved operating parameters of the Product, which alterations cause the Product to malfunction, fail or fail to perform optimally; or
- (j) Any error, omission or defects caused by third party designs, data or technology.
- (k) 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.
- (l) Module(s) which have been installed for on mobile equipment (except for photovoltaic tracking system) such as vehicles, ships etc., or offshore facility (except for pre-authorized floating system or fishery –solar hybrid project).
- (m) Module(s) which have been installed near extreme heat or extreme or volatile environmental conditions, causing the module(s) to corrode, oxidize, or to suffer for chemical material in the environment.
- (n) Repair or modifications by someone other than on approved service technician of EMMVEE

## 5.0 Limitations of Warranty scope

THE CUSTOMER MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATIONS AND NOTHING 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 OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV-MODULE, OR FROM USE OR

INSTALLATION.Under 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, THIS IS THE OBJECT 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 P V-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, 6<sup>th</sup> Main, 11th Cross, Lakshmaiah block, Ganganagar, Bangalore-560024, India and [info@emmvee.in](mailto:info@emmvee.in)

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 owner ship. Customer shall provide invoice copy and warranty certificate, 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.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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

## 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.

The minimum output ( $P_{min}$ )<sup>1</sup> 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<sup>2</sup> 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.

## 10.0 LIMITED PRODUCT WARRANTY CLAIM PROCESS

To make a claim under this Limited Product or performance Warranty, Customer must contact EMMVEE within 30 days upon discovery of the defect during the Warranty Period, as follows:

Attn: Warranty Claims Department  
By Email: [info@emmvee.in](mailto:info@emmvee.in)

At EMMVEE request, Customer shall return the affected Products to EMMVEE in accordance with EMMVEE return merchandise authorization ("RMA") process. Upon EMMVEE acceptance of delivery of a returned Product, title to such Product is transferred to EMMVEE. If any Products are returned other than in compliance with the RMA process, or if EMMVEE cannot verify the reported defect, then EMMVEE may in its discretion return such Products to Customer at Customer's expense.

EMMVEE reserves the right to have the cause of the module failure or power loss verified and/or determined by an independent third-party testing laboratory. Third party measurements shall be conducted under STC in accordance with IEC 61215, taking into account a  $\pm$  3% measurement tolerance. All the third party testing costs, including shipping freight, transportation insurance borne by the losing party, the supplier reserves the right of final interpretation.

### Emmvee Photovoltaic Power Pvt Ltd

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