

## **Limited Warranty Certificate**

**THANK YOU** for selecting **HHV SOLAR** Photovoltaic Modules. This Limited Warranty Certificate is provided by HHV Solar Technologies Ltd. (hereinafter, the "Company") in respect of the products' series HSTxF24xxxz, HSTxF12xxxz, HSTyyFxxxZ (hereinafter, "Products"), to the first customer/purchaser thereof (hereinafter, the "Purchaser").

### **1. ENFORCEMENT**

Limited Product Warranty:

- Ten (10) years Limited Warranty for Material and Workmanship from the date of Invoice to the first Purchaser;

#### 1.1 Limited Performance Warranty for 25 years:

- 90% of the rated peak power for 10 years from the date of Invoice to the first Purchaser;
- 80% of the rated peak power for remaining 15 years from the date of Invoice to the first Purchaser;
- The loss of power output will not exceed 3% in the first year and thereafter 0.7% per year resulting in retaining 80% at the end of 25<sup>th</sup> year.

### **2. LIMITED WARRANTY**

The Products when shipped in its original container, will, subject to the provisions of this Limited Warranty Certificate, be free from defective workmanship and materials under normal application, installation, use and service conditions and the Company hereby agrees that it will, at its option, either repair the defect or replace the defective Product or part thereof with a new or re manufactured equivalent at no charge to the Purchaser for parts or labor for the period(s) set forth in Clause 1.

The Limited Warranty described herein is in addition to whatever implied warranties may be granted to the Purchaser by law. Neither the sales personnel of the Company or any other person (including any dealer) is authorized to make any warranties other than those described herein or to extend the duration of any warranties beyond the time period described in Clause 1, on behalf of the Company.

This Limited Warranty Certificate applies only to the Products sold by the Company and labeled originally with the name of the Company. In case of any doubts in this respect, the Purchaser is advised to contact the Company.

The warranties described herein shall be the sole and exclusive warranties granted by the Company and shall be the sole and exclusive remedy available to the Purchaser. Correction of any defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of the Company to the Purchaser with respect to the Product and shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise.

This Limited Warranty is transferable provided that the Product remains installed in its first site of installation.

The Purchaser shall have no remedies under this Limited Warranty Certificate in the event of death or injury to persons resulting from any cause other than the negligence of the Company, its employees or representatives; or any incidental, consequential special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expenses payable to a third party.

In no event, shall the Company be liable, or in any way responsible, for damages or defects in the Product which were caused by repairs or attempted repairs performed by

anyone other than the Company or any of its authorized service agents. The Company shall not be liable or in any way responsible for any incidental or consequential economic or property damage.

### **3. EXCLUSIONS**

#### 3.1 The Limited Warranty set forth herein shall not apply to any product under any of the following conditions:

Failure to comply with or not adhering to the instructions mentioned in the Company's Instruction Manual; installed in a mobile unit (except PV tracking system) or marine environment; defects caused by, the Product being subjected to, any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, influence from chemical product or other acts beyond the reasonable control (including but not limited to damage by fire, flood, acid rain etc.) of the Company; accident, force of nature (such as direct or indirect lightning strike), environmental influences such as contamination or damage through smoke, gases, salt, chemicals, natural elements, atmospheric disturbances, earthquakes, extraordinary climatic events; defects caused by rodents, insects, other animals or living creatures of any kind; subjected to improper voltage or power surges, over or under supply of energy (over or under voltage); glass breakage due to external influences, external stress or vandalism or theft; the influence of solid bodies; the components in the construction on which the module is mounted are defective; incorrect installation, an incorrect load-bearing construction including fastening elements, deficient servicing; deficient plant planning, configuration or assembly, incorrect handling, abuse or misuse, improper operation, unsuitable servicing and unsuitable tests, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, alternation, improper installation or application, other events outside the reasonable control of the Company; operation under unsuitable ambient conditions or through unsuitable methods deviating from the product specifications, operating instruction or nameplate information, misuse, abuse, neglect or accident, damage caused by third parties, incorrect use or tampering by the Purchaser/user or any third parties other than the Company or its authorized engineers or service agents, or any other cause unrelated to the standard functioning conditions of the Product; Products or their components (example junction boxes, cables, aluminum frames, etc.) that show signs of tampering, esthetically defects, bruises, holes, scratches, opening of junction box etc., or Products with tampered or not easily identifiable serial number or sticker. Warranties do not apply to the cosmetic change in appearance from the normal wear and tear over time of product material. All modules are tested for Electroluminescence compliance criteria for micro-cracks. Any cracks generated afterwards due to any of but not limited to above-mentioned clauses are not covered under this warranty.

Using Standard Photovoltaic test conditions, if the Product is not providing the warranted percentage of its specified minimum power output tested and certified by a mutually agreed third party test lab, during the term of the Limited Warranty, then the Company shall, at its sole option, repair or replace the Product, or provide additional component(s) to bring the aggregate power output to at the warranted percentage of the specified minimum power output or

providing an appropriate residual market value of the product as compensation.

The Limited Warranty under Clause 1 shall be asserted to the Company only in writing enclosing a copy of the invoice/receipt issued by the Company and a description of the defect/loss of performance within the Limited Warranty period. Purchaser shall be required to return the defective product to the company's warehouse and provide the insurance, packaging and shipping documents. The Company will not be responsible for any transportation charge, customs clearance or any other costs for return of the Product or for any reshipment of any repaired or replaced Product or costs related to installation, removal or reinstallation of the Product.

**4. GENERAL TERMS AND CONDITIONS**

4.1 The repair or replacement of the Product or the supply of any additional Product does not cause the beginning of new Limited Warranty terms, nor shall the original terms of this Limited Warranty Certificate be extended. Any replaced Product shall become the property of the Company for its disposal. The Company has the right to deliver another type (different in size, color, shape and/or power) in case the

Company discontinues the production of the Product at the time of the claim.

4.2 If any provision of this Limited Warranty Certificate is held to be illegal, invalid, or unenforceable under any present or future law, (i) such provision shall be fully severable; (ii) this Limited Warranty Certificate shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (iii) the remaining provisions of this Limited Warranty Certificate shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

4.3 The Company shall not be responsible or liable in any way to the Purchaser or any third party arising from any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty Certificate due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Product or the claim.

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**\*\*\* Warranty Offered to Specific Customer (For Office Use Only) \*\*\***

<b>Customer Name</b>	
<b>Address</b>	
<b>Contact Details</b>	

<b>Model Number</b>	<b>Module Type</b>		<b>Invoice No.</b>	<b>Invoice Date (DD/MM/YYYY)</b>	<b>Quantity (in Numbers)</b>
	Mono/Multi				
	No. of cells:				
	Mono/Multi				
	No. of cells:				

**Signature & Date (Marketing)**

**Signature & Date (Quality)**

**Office Seal**