



PREMEIR ENERGIES WARRANTY BOOKLET

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1. LIST OF PRODUCTS COVERED UNDER WARRANTY

Premier Energies Limited (PEL) supplies PV modules with limited product and performance warranty to its customers. Module model numbers covered under the warranty are listed below.

Sr. No	No. of Cells	Cell Type	Model Numbers
1.	60	Poly Crystalline	PSS-20XXX
2.	60	Mono PERC	PSS-20XXX
3.	72	Poly Crystalline	PSS-24XXX
4.	72	Mono PERC	PSS-24XXX
5.	144	Mono Perc - Half Cut	PSS-24XXXHC

2. LIMITED PRODUCT WARRANTY

PEL PV modules listed above in clause # 1 have a 10 year product warranty commencing from warranty applicable date (refer section # 4). If modules underperform during the period of 10 years from the warranty commencement date due to modules' material or workmanship, PEL will at its discretion, (a) repair the modules or (b) replace such modules with similar modules or (c) refund the purchase price of the modules without any interest or any charge at the value arrived at by considering 10% depreciation per year on the original purchase price or the then prevailing price of similar modules, whichever is lower.

Any deterioration in appearance of the modules including any scratches, stains, mechanical wear, rust spots, oxidation, deposition of salts on the surface of the module glass and physical damage due to handling do not constitute as defects under this 'Limited Product Warranty'. These changes do not lead to deterioration of performance and operational capabilities of modules.

Claims in the event of glass breakage shall only be enforceable if no external cause for the breakage is established, either natural or manmade.

The repair, replace or refund remedy set forth in this section shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the 10-year product warranty period set forth herein. This Limited Product Warranty does not warrant a specific power output which shall be exclusively covered under the Limited Output Warranty in section #3.

3. LIMITED OUTPUT WARRANTY

The first year performance of Poly Crystalline PV modules is 97.5% from the warranty commencement date. After that, from 2nd onwards till 25th year, the maximum degradation is 0.7% per year decrease from the nominal power output of the solar module. At the end of the 25th year, the nominal output power of the solar module will be no less than 80.7% tested under STC at 25°C cell temperature, light spectrum of 1.5 AM and an irradiation of 1000 W/m² as mentioned in the PV module product datasheet.

The first year performance of Mono Crystalline PV modules is 97% from the warranty commencement date. After that, from 2nd onwards till 25th year, the maximum degradation is 0.708% per year decrease from the nominal power output of the solar module. At the end of the 25th year, the nominal output power of the solar module will be no less than 80.008% tested under STC at 25°C cell temperature, light spectrum of 1.5 AM and an irradiation of 1000 W/m² as mentioned in the PV module product datasheet.

The Degradation Rate DR = 1.00 - (PO_{act} - P_{On})

Where PO_{act}= Actual Power at STC conditions and P_{On}= Nominal Power.

4. LIMITED REMEDY

PEL further warrants that, if within the period defined under section 2 & 3 above, after the warranty start 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 identified in section 14, and if such decrease in power below the warranted performance is determined to be due to the defects in workmanship under normal use, and service conditions, PEL will remedy such decrease in power by at its reasonable option by :

(a) Repair or replace the module

(b) Post taking corrective actions to overcome the reduction in power, PEL shall only provide additional module(s) to the customer so that degraded power is compensated by additional modules. It shall be liability of the customer to mount additional modules at their own cost and expense. PEL shall not provide any additional mounting structures or pay for the labour costs associated with additional modules.

All tests for determining the power output of modules to be carried out under STC (Standard Test Conditions) of 1000 W/m² irradiance with cell temperature of 25°C and air mass of AM 1.5 light spectrum. The measurement shall be in accordance with IEC 60904 standard and shall account for measurement system error based on the EN 50380 standard. The foregoing remedies shall be PEL's sole obligation and the customer's remedy, for any module failure to confirm to the warranty in section 3 and repair or replacement shall not extend the warranty period set forth therein.

5. WARRANTY EXCLUSIONS

In addition to any other exclusions, limitations or conditions set forth in this Limited warranty, the following exclusions and limitations, inclusive but not limited apply here to :

- a) All Warranty claims must be received within the applicable warranty period for this warranty to be effective.
- b) This Limited Warranty does not apply to any module which, in PEL's sole judgment, has been subjected to
 - Misuse, neglect or accident, tampering, abuse, misuse.
 - Improper handling, transportation or storage.
 - Improper installation or application, alteration.
 - Defects and failures caused by devices or parts other than the modules by mounting methods of such devices or parts.
 - Defects and failures caused by defective wiring, installation or handling.
 - Non-compliance with instructions in the installation manual.
 - Any type of repair or modifications by someone other than authorized service technicians of PEL.
 - Any damages caused by abrasion, artificial damage, or animals.
 - Installation of solar module in direct contact with the salt water, that is offshore (e.g. platforms) and marine (e.g. boats, piers) applications, or contamination resulting from exceptional exposure to salt water or other chemicals.
 - Fire, Power failure, surges, installation failure, lightning, floods, natural disaster, vandalism, accidental breakage, load of heavy snow, damage or any other cause which are outside control of PEL.
 - Wilful misconduct or negligence or other improper acts or omissions of the customer, its employees or agents, or other third parties.
 - Defects and failures caused by removal from the original place of installation
 - Use on Mobile Units such as vehicles

c) It is responsibility of customer (and / or its forwarding company) to inspect and accept the solar modules supplied by PEL. Any claim linked or related to damages in the packaging, like impact on pallets PEL will only accept if this occurs during delivery at site itself and if transportation is under PEL scope. In all other cases, damages should be claimed from the forwarding company or insurance company. The customer has to log such complains within 48 hours of module received at site.

d) This warranty does not apply to any deterioration in appearance due to naturally occurred scratches, stains, mechanical wear, rust, mold, degradation, discoloring and any other alternation that occurred after shipment from PEL but does not affect the power generation, performance or mechanical strength of the modules. Cell Finger or Cell Busbar discoloration and /or snail trails are not covered in this warranty.

e) If any solar module serial number has been altered, removed or made illegible, in that case warranty claim will be not be approved by PEL.

e) All modules will be sold only as per data sheet and any criteria outside data sheet will not be covered under limited product or linear power warranty

f) This warranty does not cover any cost associated with on-site labour or installation, removal, reinstallation, shipping, or transportation of modules or any components and any reimbursement of duties, taxes, statutory obligations, customs duties or re-shipment of modules.

g) Notwithstanding anything contained herein, PEL shall not in any circumstances be liable to the buyer or any third party for the death, injury or damages to any person or loss of any property due to the use of modules.

h) After the replacement of modules, replaced modules shall become the sole and exclusive property of PEL.

i) In case of replaced modules, the warranty is only available for the remaining term and the term of warranty shall not start from the date of replacement of modules.

j) PEL may not supply identical modules owing to constant changes in technology but would supply similar modules that may be available at the time of warranty claim. PEL shall have the right to deliver another type (different in shape, size, colour and power) where PEL has discontinued producing the modules being replaced under the claim.

k) For warranty to be honored to customer, this serial number of solar module should remain intact and untampered.

6. LIMITATION OF WARRANTY SCOPE

a) Disclaimer

This limited warranty is expressly in place of and ignores all the other direct and indirect 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 PEL, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by PEL.

b) Limitation of Liability

To the maximum level permitted by the law applicable, PEL shall have no responsibility or liability at all for damage or injury to person or property for any other type of loss or injury, results from any cause whatsoever arising out of related to any module including any type of defect in solar module, including without laminations, during using or installation of solar module. To the maximum extent permitted by applicable law, under no circumstances shall PEL be liable for incidental, consequential or special damages, howsoever caused, even if PEL 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, PEL'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.

7. WARRANTY CLAIM PROCESS

Report of a warranty case

The report shall include the following information:

- a) Name and address of the CUSTOMER/End customer, INSTALLER and/or SELLER.
- b) Copy of the invoice with reference to the claimed module serial numbers / module type or purchase agreement and installation agreement.
- c) Copy of the installation test report following minimum requirements of IEC 62446 / IEC60364-6.
- d) Copy of the periodical maintenance reports as recommended or required by regional regulations or legal requirements and acceptance protocol of handover after the installation was finished and the system connected to the grid with all relevant measured system data.
- e) Copy of the MODULE TYPE and Serial number(s), Quantity of the respective PV-module(s).
- f) Copy of the Address of the place of installation of the respective PV-module, in as far as this address differs from the address of CUSTOMER / End customer.
- g) Short but clear description of the problem at hand and what is claimed, as well as a short description of the tests which may have already been performed and with which tools, as well as their results.
- h) In particular, regarding a material defect: High quality pictures of the defective PV module which show the defect including pictures of the system and surrounding environment.
- i) In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry / layout (please see the installation documentation for this which you should have received from your INSTALLER) as well as the pictures of shadowing situation at the location.
- k) The requested warranty performance and reason of claim, etc.

The report of a warranty case is to be addressed to one of the Contact-Addresses of PEL, listed below :

PREMIER ENERGIES LIMITED

Survey No. 54/Part, Above G Pulla Reddy Sweets, Vikrampuri,

Secunderabad 500009 Telangana India

Email: info@premierenergies.com | www.premierenergies.com

DEADLINE FOR CLAIM SUBMISSION: A warranty case is to be reported within 2 weeks after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by PEL shall be decisive. The deadline is met, if the report is received by PEL via email in advance.

8. TECHNICAL DISPUTES

If any dispute occurs between PEL and Customer related to the validity of any claim under the warranty clauses, In this case an ISO 17025 accredited test laboratory which is recognized by PEL shall be called upon to judge the claim of customer. Any measurement of solar module will be done under STC (Standard Test Condition) and according to the IEC60904 standards. All the expenses and fees associated in calling agencies like ISO 17025 accredited laboratories for the judgment of claim will be borne by losing party only. In this section 9 there is nothing contained which can stop one party from bringing any legal suit, action or proceeding against the other party before the courts of India.

9. WARRANTY TRANSFER

This limited warranty is transferable to any other owner of the module in only condition when the modules installed remains at its original location. Any transferee is subject to all the exclusions, limitations and conditions set forth herein.

10. FORCE MAJEURE

This limited or linear warranty is not applicable and PEL shall not responsible or liable in any way to the customer or any third party for any delay in performance or non-performance and conditions of sale, including but not limited to cases of any acts of god like, volcanic events, tsunamis, earthquakes, strikes, war, riots, vandalism, war like conditions, plague or other epidemics, flood, fire and other type situations which are beyond the control of PEL. In the event of occurrence of Force Majeure situation, the limited warranty shall be not applicable and will be null and void.

11. SEVERABILITY

If a part, provision or clause of this Limited & 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 enforce ability 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 Warranty shall be treated as severable.

12. WARRANTY START DATE

This limited product warranty and limited output warranty applies to modules which are manufactured by PEL with production date 01 April 2016 onwards.

The warranty start date shall be defined as earlier of either :

1. The sales invoice date from when the customer purchased the PV modules OR
2. 90 days after modules are dispatched from PEL's production facility (hereinafter referred to as the "Warranty Start Date").

13. 25 YEAR LINEAR POWER OUTPUT

Yr.	Warranted Power Performance Values of Poly Crystalline Modules (%)	Yr.	Warranted Power Performance Values of Poly Crystalline Modules (%)	Yr.	Warranted Power Performance Values of Mono Crystalline Modules (%)	Yr.	Warranted Power Performance Values of Mono Crystalline Modules (%)
1	97.50	14	88.40	1	97.00	14	87.80
2	96.80	15	87.70	2	96.29	15	87.09
3	96.10	16	87.00	3	95.58	16	86.38
4	95.40	17	86.30	4	94.88	17	85.67
5	94.70	18	85.60	5	94.17	18	84.96
6	94.00	19	84.90	6	93.46	19	84.26
7	93.30	20	84.20	7	92.75	20	83.55
8	92.60	21	83.50	8	92.04	21	82.84
9	91.90	22	82.80	9	91.34	22	82.13
10	91.20	23	82.10	10	90.63	23	81.42
11	90.50	24	81.40	11	89.92	24	80.72
12	89.80	25	80.70	12	89.21	25	80.01
13	89.10			13	88.50		

14. JURISDICTION

Any claim or dispute arising under or in connection with this Warranty Statement shall be brought exclusively in the courts of Hyderabad, India and warranty shall be governed by Indian Laws. This clause shall over-ride 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.