



# Insolation Energy Pvt. Ltd. (IEPL)

## LIMITED AND LINEAR WARRANTY FOR PV MODULES

Thank you for purchasing INA Solar PV module(s) manufactured by Insolation Energy Pvt. Ltd. (IEPL)

### Product Performance & Warranty

**Insolation Energy Pvt. Ltd. (IEPL)** provides the following limited warranty only to the first purchaser/first user of its solar photovoltaic module(s)

**WARRANTED PRODUCTS** -This Limited and Linear Warranty for PV Modules shall only apply to the modules supplied by IEPL.

**VALIDITY** -The start date of this Limited and Linear Warranty (“Warranty Commencement Date”) shall be defined as the earlier of either. a) The sales invoice date b) 6 Months after the module was dispatched from M/s. IEPL

**LIMITED PRODUCT WARRANTY – REPAIR, REPLACEMENT OR REFUND** IEPL warrants the customer that each module will be free from defects in materials and workmanship under normal application, installation, usage and service conditions for a period of : ☐ 10 Years for modules with outputs of 200 Wp or above. ☐ 5 Years for modules with outputs below 200 Wp.

IEPL will at its sole discretion, either a) Repair or Replace the module or b) Refund the depreciated purchase price paid by the customer for the module as compensation. Any deterioration in appearance of the product (including any scratches, stains, mechanical wear, rust, spots and aesthetic defects), or any other changes to the product which occur after delivery to the customer, do not constitute defects under this Limited Warranty. This type of change does not lead to deterioration in the operational capabilities of the module. Claims in the event of glass breakage shall only be enforceable to the extent that there was no external cause for the breakage. (i.e. only breakage caused by the glass itself or the module is covered). The foregoing remedies shall be IEPL sole and exclusive obligation, and the customer’s sole and exclusive remedy, for any module’s failure to conform to the Limited Product Warranty. The maximum Liability by M/s. IEPL shall be Limited to the cost of Module supplied.

### LINEAR POWER PERFORMANCE WARRANTY

IEPL Provides a total of 25 years limited & conditional warranty referred to as “Terms of Warranty” with respect to power output starting from “Warranty Commencement Date” – IEPL warrants that the modules(s) sold hereunder could generate a power output of:

About 90% of the rated power for a period of first 10 Years.

About 80% of the rated power for a period of first 25 years. Under STC (Standard Testing Conditions) of 25Deg.C, 1.5 AM,1000 W/m<sup>2</sup> as stated in product datasheet, from the defined Warranty Commencement Date.





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The following terms will apply in the event Module (s) is/are not provided the warranted percentage of its power output only due to manufacturing defects, during the Period of Warranty:

The actual power output/minimum Pmax of the module shall be determined for verification using standard testing conditions only.

IEPL will, at its sole discretion, use its own equipment under standard testing conditions or use a neutral third party for testing performance of Module(s), whichever agreed by first purchaser/first user, for which claim has been raised. If the results of such test prove beyond doubt that the Module(s) is/are not providing the warranted percentage of its specified minimum power output during the term of warranty, then IEPL shall, at its sole responsibility to either (i) Repair, (ii) Supply Similar Module(s) for Replacement, or (iii) Provide supplementary Module(s) to bring at aggregate power output, to the warranted percentage of the power output. This is subject to warranty exclusion and limitations. Repair or supply of module(s) shall be performed free of charge only if the module(s) is/are found to be manufacturing defect or short in output provide proved through the aforesaid test. Since the test are performed in the presence of first purchaser/first user, IEPL/selected third party inspections and tests shall be final and decisive for the existence or non-existence of the defect, non-conformity and/or output shortage. All the fees and expenses associated with engaging third party inspections shall be borne by the losing party.

## **The following applies to all the warranted module(s) of IEPL:**

IEPL may, at its discretion, use new, re-manufactured or refurbished parts or products when repairing or replacing the modules under this warranty.

IEPL is not responsible for, and first purchaser/first user hereby agrees to bear, the costs of any onsite labor and any costs associated with the installation, removal, reinstallation of the module(s) or any components thereof for service under limited & conditional warranty.

Module will provide the most power at peak sunlight. This requires no cloud cover and occurs at the middle of the day. The panels will continue to provide power at reduced rate before and after this peak sunlight period at any time whilst the sun is out. The modules will obviously not provide any power before dawn or after dusk. The panel should be clear on regular basis for best performance as anything that may be blocking sunlight from the PV module material will reduce the efficiency of panel. Panel should be cleaned using a micro fiber cloth as scratches may reduce the performance of module.

## **PROCEDURE TO CLAIM WARRANTY**

Please contact IEPL immediately in writing or to your nearest IEPL branch office or authorize IEPL dealer/distributor. The warranty could be claimed only by first user or first purchaser, at one time for one cause, as the case may be any and not by both, or, twice.

The warranty claim application should be made immediately, supported with the corresponding serial numbers, these warranty card photographs of the modules(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.





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Any false information in the warranty claim application shall result in rejection of the warranty claim without prejudice to IEPL further remedies under the law.

## Warranty exclusion and limitations:

There exists no warranty for the concerned module(s) whose type or serial numbers appears to be changed, erased, removed, illegible or in any manner altered or tampered. After replacement, the module(s) with the alleged defect shall become the property of IEPL, in case of replaced module(s), the warranty is available for only balance terms of warranty and the terms of warranty shall not again start from the date of replacement of module(s). Return of any module will not be accepted unless prior written authorization in writing has been given by IEPL.

- ❑ Failure to follow the installation, operation or cleaning & maintenance instructions/guidelines given along with the module(s)
- ❑ The warranty provided herein does not cover damage, malfunctions or service failure of the module(s)
- ❑ All warranty claims must be received within the applicable warranty period for this Limited and Linear Warranty to be effective
- ❑ Abuse, misuse, tempering, accidents, omissions or negligent acts
- ❑ Repair, modifications or movement of the module(s) by someone other than a service technician or installer approved by IEPL.
- ❑ **Alteration** Improper transportation, installation, storage & handling
- ❑ Non-compliance with instructions in the installation manual
- ❑ Alteration improper installation or application
- ❑ Removal and reinstallation at an alternate location
- ❑ Defective components in used in the construction on which the module(s) are mounted
- ❑ Breakage of laminates when mounted on non-approved mounting structures.
- ❑ Installation in direct contact with salt water, that is to say in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination resulting from exceptional exposure to salt water or other chemicals
- ❑ Exposure to voltage in excess to the maximum system voltage at the lowest temperature of the place or power surges
- ❑ Power failure surges, lightning, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism or other events outside IEPL control.
- ❑ Warranty claims will not be honored if the serial number of solar module(s) have been altered, removed or made illegal. The serial number should remain free from tampering for the warranty to be honored.
  - **The Return of any PV Module will not be accepted unless prior written authorisation has been given by IEPL**

## LIMITATION OF WARRANTY SCOPE

### A) DISCLAIMER

This Limited and Linear Warranty is expressly in lieu of and excludes all other express or implied 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 Insolation energy, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by IEPL.





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## **B) LIMITATION OF LIABILITY**

To the maximum extent permitted by the applicable laws, IEPL 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 module, including, without limitations, any defect in any module, or from use or installation of any module. To the maximum extent permitted by applicable law, under no circumstances shall IEPL be liable for incidental, consequential or special damages, howsoever caused, even if IEPL 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, IEPL 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. The purchaser acknowledges that the foregoing limitations on liability are in essential element of the assessment between the parties and that in the absence of such limitations the purchase price of the products would be substantial different.

## **SEVERABILITY**

If a part, provision or clause of this Limited and 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 enforceability 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 and Linear Warranty shall be treated as severable.

## **TECHNICAL DISPUTES**

In the event of any dispute between IEPL and the customer as to the validity of any claim made under this Warranty, an ISO 17025 accredited test laboratory recognized by IEPL at its sole and absolute discretion shall be called upon to judge the claim. Any measurements will be conducted in accordance with IEC 60904 standards and under Standard Test Conditions (STC). All fees and expenses associated with engaging such institutes shall be borne by the losing party. Nothing contained shall preclude one party from bringing any legal suit, action or proceedings against the other party before the courts of India.

## **MISCELLANEOUS**

The customer may have specific legal rights outside this warranty, and may also have other rights that vary from jurisdiction to jurisdiction. This limited or linear warranty does not affect any additional rights the customer may have under mandatory rules of law in its jurisdiction. However, the overall liability of Insolation Energy under this shall not be more than 100% of the total price paid for any individual module. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, as a result of which the limitations or exclusions in this Limited and Linear Warranty may not apply to the customer. In the event that Insolation Energy replaces any module under this Limited and Linear Warranty. a) The replaced module shall become the property of Insolation Energy and Insolation Energy will deliver exact nominal power module to match the string design of PV. If Insolation Energy has discontinued production of that particular size PV module, IEPL will replace the same size and same Pmax module within 60 days from complaint date.





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## **WARRANTY TRANSFER**

This Limited and Linear Warranty is transferable to any subsequent owner of a module solely in circumstances in which that module remains installed in its original location. Any transferee is subject to all the exclusions, limitations and conditions set forth herein.

## **FORCE MAJEURE:**

Warranty is not available for acts occurred as a result of Force Majeure like; Acts of God/Nature such as (not limited to) lightning, earth-quake, fire, flood, acid rain and other natural calamities; power failure, surges, pest damage, accidental breakage, war, riots, strikes, warlike conditions, action of third parties and other events or accidents or any event outside IEPL reasonable control and not arising under normal operating conditions. In such cases, this Limited warranty shall be construed to be suspended, without any liability whatsoever.

**a.** Naturally occurred scratches, stains mechanical wear, rust, mold, degradation, discoloring, and other alteration that occurred after shipment from IEPL but do not affect the power generation performance or mechanical strength of the module(s).

**b.** Installation in corrosive environment or damp conditions..

**c.** Use on Mobile units such as ships and vehicles .

## **GOVERNING LAWS:**

Any claims or dispute arising under or in connection with this warranty statement shall be brought exclusively in the courts of Jaipur, Rajasthan, India.

## **DISCLAIMERS:**

IEPL marks no warranties, express or implied in respect of 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 IEPL unless such other warranties and obligation are agreed to in writing by IEPL. IEPL or its employees shall not be responsible for any special, incidental, consequential or punitive damages arising from the use or loss of use or failure of the module(s) to 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.

For the purpose of this warranty statement, the term manufacturing defect means an unauthorized deviation from design specification during production resulting in a product's defect, frailty or shortcoming\*

## **VALIDITY:**

The start date of this Limited Warranty will be from "Warrant Commencement Date" as defined earlier. IEPL reserves the right to revise the warranty conditions without any prior notification.

## **Contact Information: Insolation Energy Pvt. Ltd.**

25KM Milestone, Jaipur-Delhi Bypass, Near Daulatpura Toll Tax, Vill -Bagwara, Jaipur-303805, Rajasthan (India)

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