

Warranty of Solar PV Panels / Modules

This document is the only valid document for any warranty / guarantee claims to be made on Alpex Exports Private Limited - having a manufacturing unit at Village Berson, Post Manjholi, Tehsil Nalagarh, District Solan, Himachal Pradesh, INDIA PIN-174101 related to Solar PV Panels / Modules. The Warranty is applicable from the date of first sale to the original end customer / user. The Warranty is divided in two parts:

- 1. Manufacturer's Limited Product Warranty**
- 2. Extended Term Limited Warranty on Power Output**

1. Manufacturer's Limited Product Warranty

Alpex Exports Private Limited warrants that, the standard photo-voltaic modules manufactured by them and which are not explicitly prototypes will be - under normal application, installation, use and service - free of defects conditions such as:

- defects and/or failures due to manufacturing;
- defects and/or failures due to materials;
- cracking of the front glass surface due to foreign objects inside the glass; or
- non-conformity to specifications due to faulty manufacturing and/or inspection processes for a term of five (5) years as from the delivery of the modules by Alpex Exports Private Limited or their Authorised Agent to the original end customer (the customer). This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Extended Term Limited Warranty on Power Output).

If the PV modules fail to conform to this warranty, then for a period ending five (5) years from date of delivery to the original end-customer ("the Customer"), Alpex Exports Private Limited will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). 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 five (5) year period set forth herein. In cases where subsequent delivery has failed or where a defect cannot be removed, the customer will be required to accept a further attempt to make a subsequent delivery or to repair the defect.

This Manufacturer's Warranty does not cover transportation cost for return of the PV Module(s) to Alpex Exports Private Limited or Alpex Exports Private Limited's authorized agent and the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and costs associated with installation, removal, or reinstallation of the PV Module(s). The transportation of the modules to and from Alpex Exports Pvt Ltd. shall be at the cost and risk of the customer.

Note: This limited warranty shall exclude cracking of the front glass surface due to external shock from flying objects or external stress.

2. Extended Term Limited Warranty on Power Output:

Subject to Alpex Exports Private Limited determining in its sole discretion that any power loss is due solely to defects in materials or workmanship, Alpex Exports Private Limited warrants the power output of the PV Module(s) as follows:

- (a) Within the first ten (10) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than ninety percent (90%) of the original minimum rated power at standard test conditions (STC) specified on the label on the module at the time of sale, or
- (b) if a module performs at less than 80% of the original minimum rated power at STC as specified on the label on the module within a period of twenty-five (25) years as from the date of sale by Alpex Exports Private Limited / or by its Authorised Agent and provided Alpex Exports Private Limited attributes a loss of output of this nature to the ageing of glass, the cell or EVA foil (delamination) following its own investigation with its own instruments, Alpex Exports Private Limited will at its sole discretion deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV module(s).

Standard Test Conditions:

(a) light spectrum of AM 1.5; (b) irradiation of 1,000w per m²; and (c) a cell temperature of 25 degrees).

This applies only to modules used on the dry land. The "Extended Term Limited Warranty on Power Output" can only be given in respect of the ageing process of glass, the cell or the EVA foil (delamination) selected for processing by Alpex Exports Private Limited itself, not for those processed at the request of the customer.

The exchange or the additional delivery of modules neither renews nor extends the warranty period or the period of the Limited Power Output Warranty. Alpex Exports Private Limited is entitled to deliver another type of module (varying sizes, shapes, colors and/or output parameters) if at the time of the claim the modules, which are the subject of the complaint, are no longer manufactured. The modules which have been removed for exchanging will become the property of Alpex Exports Private Limited. This Limited Power Output Warranty does not cover the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for return of the PV Module(s) to Alpex Exports Private Limited or Alpex Exports Private Limited's authorized agent and costs associated with installation, removal, or reinstallation of the PV Module(s).

I.Exclusion of Recourse

This Limited Power Output Warranty shall not apply in cases of the reduced output of a module if it is attributable to a cause other than the ageing of the materials listed under Point 2 above.

This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period:

- a) defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts;
- b) defects and/or failures caused by defective wiring, installation, or handling;
- c) defects and/or failures caused by installations not in conformance with PV Module(s)

specifications, installation manuals, operation manuals, or labels attached to the PV Module(s);

d) defects and/or failures caused by unauthorized maintenance, operation or modification;

e) defects and/or failures caused by removal from the original place of installment;

f) defects and/or failures caused by repairs not in accordance with Apex Exports Pvt. Ltd's instructions;

g) defects and/or failures caused by inappropriate handling during transportation or storage;

h) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;

i) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;

j) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond Apex Exports Pvt. Limited's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, lightning, snow damage, etc.; or

k) defects and/or failures caused by installation of modules in corrosive environment, smoke and/or other pollution, salt damage, acid rain etc

Neither does the "Extended Term Limited Warranty on Power Output" apply if the type or serial number of the module has been altered, deleted, removed or made illegible.

II. Limitation of the Extended Term Limited Warranty on Power Output

This Limited Power Output Warranty shall not form the basis for further claims against Apex Exports Private Limited, in particular for compensation claims, due to lost profits, compensation for loss of use, indirect damage and claims for replacement due to damage occurring exterior to the product. In no event shall Apex Exports Private Limited's aggregate liability exceed the depreciated value of the PV module(s) which is the subject of a claim or dispute.

III. Recourse of the Extended Term Limited Warranty on Power Output

If you believe you have a justified claim from this "Extended Term Limited Warranty on Power Output", inform your respective vendor or Apex Exports Private Limited within 15 days following the discovery of any defect covered by this warranty, with specific details, and provided Apex Exports Pvt Ltd or its agents are permitted a commercially reasonable opportunity to examine and analyze the material or workmanship claimed to be defective. In case the module is to be further examined, it shall be delivered at a nominated location by the customer and the costs incurred for this and the risk covered shall be borne by the customer. The original invoice (showing the date of delivery, module type, and serial number) is to be presented at the same time.

This Manufacturer's warranty and "Extended Term Limited Warranty on Power Output shall apply to modules delivered from 1st Jan 2011".

Both the above warranties are applicable only to Customers, who have purchased the PV Module(s), either directly from Alpex Exports Private Limited or from their authorized agent. To qualify for this warranty, it is necessary for the Customer to prove that the PV Module(s) was purchased from Alpex Exports Private Limited or such authorized agent. When applying for warranty coverage, please provide Alpex Exports Private Limited or their authorized agent with the PV Module(s) model name, a description of the defect and/or failure, and the serial number located on the PV Module(s) label attached to the backside of the PV Module(s) at the time of manufacture.

Warranty Limitations:

THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ALPEX EXPORTS PRIVATE LIMITED, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY ALPEX EXPORTS PRIVATE LIMITED. ALPEX EXPORTS PRIVATE LIMITED SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE PV MODULE(S) INCLUDING, WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE PV MODULE(S) OR FROM USE OR INSTALLATION. ALPEX EXPORTS PRIVATE LIMITED SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. IN NO EVENT SHALL ALPEX EXPORTS PRIVATE LIMITED'S AGGREGATE LIABILITY EXCEED THE VALUE OF THE PV MODULE(S) WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.