

LIMITED WARRANTY STATEMENT FOR PHOTOVOLTAIC MODULE PRODUCTS

Thank you for purchasing a NAVITAS PV Module (“**PV Module(s)**”) manufactured by NAVITAS Green Solutions Private Limited having its registered office at Plot No. B-20/3, Road No. 14, Hojiwala Ind. Estate Susm, Sachin, Surat - 394230, Gujarat, India (“**Navitas Solar**”). Navitas Solar is happy to grant you a limited warranty with respect to the PV Module(s) (“**Limited Warranty**”) under the terms and conditions set forth herein below:

A. APPLICABILITY CRITERIA

1. This Limited Warranty is a voluntary warranty which shall extent only: (i) to the end-user who purchases the PV Module(s) from Navitas Solar or Navitas Solar’s Authorized Resellers and put the PV Module(s) into use for the first time (“**Original End-User**”); or (ii) to the person who has purchased the PV Module(s) from the Original End-User as per Clause L (*Warranty Transfer*) of this Limited Warranty statement (“**LW Statement**”), during the term of this Limited Warranty (hereinafter the Original End-User and the transferee who purchases the PV Module(s) from the Original End User shall collectively referred to as the “**Customer**”).
2. The Limited Warranty is applicable to only those PV Module(s) which are manufactured by Navitas Solar and bearing manufacturing date from 1st April, 2018 onwards.

B. WARRANTY START DATE

The Limited Warranty shall be applicable for the Product Warranty Period or Performance Warranty Period, as the case may be, commencing from the invoice date on which the PV Module(s) is purchased by the Original End-User (“**Warranty Start Date**”). However, where the Original End-User fails to get itself registered as per Clause E(2) (*Limited Warranty Exclusions and Limitations*) of this LW Statement, the Limited Warranty granted to the Original End-User from the Warranty Start Date under this LW Statement shall be forfeited by Navitas Solar and this LW Statement shall stand terminated or revoked.

C. LIMITED PRODUCT WARRANTY

1. Subject to the conditions, exclusions and limitations set forth in this LW Statement, Navitas Solar hereby warrants to the Customer that the PV Module(s) shall be free from defects in materials and workmanship that have an effect on the PV Module(s) functionality under normal application, installation, usage and service conditions as specified in Navitas Solar standard product documentation (“**Standard Documents**”), for a period (“**Product Warranty Period**”) of:
 - (a) Ten (10) years for PV Module(s) with outputs of 250 *Wp* or above; and
 - (b) Five (5) years for PV Module(s) with outputs below 250 *Wp*
2. If, during the Product Warranty Period commencing from the Warranty Start Date, any PV Module(s) fails to conform to the limited product warranty mentioned in the Clause C(1) hereinabove, Navitas Solar will, at its sole discretion, either:
 - (a) repair the defective PV Module(s) to the extent of removal of defects; or
 - (b) replace the said PV Module(s) with a similar or as similar as possible photovoltaic module; or
 - (c) refund the purchase price of the defective PV Module(s) without any interest or any charge, as calculated by considering 5% depreciation per year on the original price of the said PV Module(s) or the then prevailing price of similar PV Module(s) whichever is lower. The price computed every year after charging aforementioned depreciation on the original price of the PV Module(s) shall hereinafter be referred to as the “**Residual Price**” of the PV Module(s);
or
 - (d) provide supplementary PV Module(s) free of charge to the Customer, for the balance Product Warranty Period.
3. Any deterioration in the appearance of the PV Module(s) including but not limited to any kind of scratches, stains, mechanical wear, rust, spots, discoloration, mold and other signs of normal wear and tear and aesthetic defects which occur after delivery or installation of the PV Module(s), do not constitute defects under this Limited Warranty and shall not

be covered under the limited product warranty mentioned in this Clause C as such change does not lead to deterioration in the operational capabilities, performance or functionality of the PV Module(s).

4. Further, it is hereby clarified that this Limited Warranty shall exclude cracking of the front glass surface of the PV Module(s) due to external shock from flying objects or external stress/influence.
5. The foregoing remedies shall be Navitas Solar's sole and exclusive obligation, and the Customer's sole and exclusive remedy, for any PV Module(s)'s failure to conform to the limited product warranty mentioned in this Clause C of the LW Statement, and any repair or replacement shall not extend the Product Warranty Period set forth herein. The limited product warranty in this Clause C does not warrant a specific power output, which shall be exclusively covered under Clause D (*Limited Power Warranty*) of the LW Statement.

D. LIMITED POWER WARRANTY

1. Subject to the terms and conditions of this LW Statement, Navitas Solar warrants that actual power output of the PV Module(s) will reach at least 97.5% of the nameplate power output specified on the PV Module(s) or in the Standard Documents, during the first (1st) year commencing from the Warranty Start Date. From the second (2nd) year, the actual power output of the PV Module(s) will decline annually by not more than 0.73% for a period of twenty-four (24) years, so that by the end of 25th year, an actual power output of at least 80% of the nameplate power output specified on the PV Module(s) or in the Standard Documents, will be achieved ("**Performance Warranty Period**").
2. It is hereby clarified that the actual power output of the PV Module(s) shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Navitas Solar facility or by a Navitas Solar recognized third-party testing institute. Testing equipment uncertainty will be applied to all actual power output measurement.
3. If the PV Module(s) does not reach the warranted power output level as specified in Clause D(1) hereinabove when measured, due to defects in material or workmanship, in such scenario Navitas Solar will, at its sole discretion, either:
 - (a) repair the said PV Module(s); or
 - (b) replace the defective PV Module(s) with an equivalent photovoltaic module;
 - (c) supply an additional photovoltaic module/panels to achieve the warranted percentage of specified power output; or
 - (d) provide compensation to the Customer equal to the Residual Price of the defective PV Module(s).
4. Notwithstanding anything mentioned herein, this limited power warranty under this Clause D covers only reduced performance of PV Module(s) due to natural degradation of the glass, the solar cell, the embedding foil, the junction box and interconnections under normal use.
5. The foregoing remedies shall be Navitas Solar's sole and exclusive obligation, and the Customer's sole and exclusive remedy, for any PV Module(s)'s failure to conform to the limited power warranty provided under Clause D hereinabove, and any repair or replacement shall not extend the Performance Warranty Period set forth herein.

E. LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

1. In any event, all warranty claims with respect to the PV Module(s) must be filed in accordance with the instructions outlined in Clause G (*Warranty Claim Submission and Verification*) of this LW Statement, within the applicable warranty period (Product Warranty Period or Performance Warranty Period, as the case may be).
2. Upon purchase of PV Module(s) from Navitas Solar or its subsidiary(ies) or from any EPC Contractor of the Navitas Solar (collectively referred to as the "**Seller**"), the Original End-User is required to get itself registered on the "PV Module(s) Owner" portal available on the Navitas Solar's website: www.navitassolar.in within thirty(30) days from the date of purchase of the PV Module(s). While registering itself on the said portal, the Original End-User is required to upload the pictures of installed PV Modules(s), description of the PV Module(s), details of the purchase invoice and name of the Seller from whom the PV Module(s) was purchased.
3. In addition to any other exclusions, limitations or conditions set forth in this LW Statement, the Limited Warranty does not apply to any PV Module(s) which, in Navitas Solar's sole judgment, has been subjected to:

- (a) failure on part of the Original End-User to pay complete purchase price with respect to the PV Module(s) purchased, to Navitas Solar (including subsidiary of Navitas Solar). Where the PV Module(s) has been purchased by the Original End-User from the EPC Contractor and the EPC Contractor defaults in payment of the purchase price, in such scenario, the Original End-User can pay the outstanding purchase price to Navitas Solar and thereby, trigger Limited Warranty under this LW Statement.
- (b) misuse, tampering, vandalism, abuse, omissions, neglect or accident;
- (c) negligent maintenance or non-performance of the periodic functional checks of the PV Module(s) in the manner prescribed by Navitas Solar from time to time;
- (d) damage caused to the PV Module(s) due to installation of the cables which is contrary to the guidelines specified in the installation and maintenance manual provided by Navitas Solar to the Original End-User (“**Installation Manual**”) or damage caused to the cable because of abrasion on a rough surface due to insufficient fixing or unprotected running of the cable over sharp edges;
- (e) damage to the PV Module(s) caused by animals;
- (f) freezing up of the aluminum frames where the installation of the PV Module(s) is not done according to the guidelines specified in the Installation Manual;
- (g) installation of PV Module(s) on mobile units (except photovoltaic tracking systems), such as vehicles, ships or offshore-structures;
- (h) defects/failures caused by removal from the original place of installation;
- (i) alteration, disassemble, improper attachment, installation, re-installation or application of PV Module(s);
- (j) non-compliance with instructions provided in the Installation Manual;
- (k) repair, modifications or movement of the PV Module(s) by someone other than a licensed service technician or installer approved by Navitas Solar;
- (l) 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 exposure to salt water, acid rain, pollution, smoke or any chemicals;
- (m) power failure surges, lightning strike, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism, war, riots, strikes and other unforeseeable events or any other force majeure events outside Navitas Solar’s control. In such cases, performance by Navitas Solar of this Limited Warranty shall be suspended, without any liability whatsoever;
- (n) exposure to voltage in excess to the maximum system voltage or power surges;
- (o) negligence or willful misconduct or other improper acts or omissions of the Customer, its employees or agents, or other third parties;
- (p) failure caused by surrounding equipment of the PV Module(s);
- (q) usage of the PV Module(s) under unusual conditions or environment (such as high temperature, high humidity, etc.) that deviate from the product specifications and Installation Manual;
- (r) use of PV Module(s) for any purpose other than for generation of solar power;
- (s) usage of the module in connection with any third party photovoltaic modules or PV Module(s) of Navitas Solar, that are a different model or have different power output specifications, without express prior written approval from Navitas Solar;
- (t) once the PV Module(s) has been delivered by Navitas Solar, any defects caused to the PV Module(s) thereafter, during any subsequent transportation or due to storage and handling conditions that are non-compliant with/in violation of the transportation and/or storage rules prescribed under the relevant law/applicable regulations for the time being in force, or which are specified by Navitas Solar;
- (u) use of PV Module(s) in such manner as to infringe Navitas Solar’s or any third party’s intellectual property rights (e.g. patents, trademarks). This Limited Warranty is only applicable to the sale of the PV Module(s) in India. Any subsequent sale, outside India shall not be entitled to avail the benefits of this Limited Warranty;
- (v) use of paints or other chemicals, pollutants, etc. on the PV Module(s);
- (w) defective components used in the construction of the platform on which the PV Module(s) is mounted;

- (x) breakage of laminates when mounted on non-approved mounting/framing system.
4. This Limited Warranty does not cover any costs associated with onsite labor and any cost associated with the installation, removal or re-installation, shipping, insurance or transportation of any PV Module(s) or any components thereof which are been provided by Navitas Solar in replacement or during service of (except as explicitly set forth in Clause G (*Warranty Claim Submission and Verification*) of this LW Statement), customs clearance or any other costs for the return of, any PV Module(s).
 5. The Original End-User shall be responsible for inspecting and accepting the PV Module(s) delivered by Navitas Solar. Any claim related and/or linked to damages in the packaging such as impacts on pallets, etc. caused during transit of the PV Module(s) by Navitas Solar will be accepted by Navitas Solar. Navitas Solar will not be liable to satisfy any claim with respect to the PV Module(s) arising after the said PV Module(s) is delivered to the Original End-User at the address specified by the Original End-User ("**Specified Premises**") including but not limited to transportation of the PV Modules within the Specified Premises.
 6. The warranty claims will not be honored by Navitas Solar if the type or serial number of the concerned PV Module(s) has been altered, changed, erased, removed or made illegible. Further, serial number on the PV Module(s) or back label should remain free from tampering for the warranty to be honored by Navitas Solar.

F. DISCLAIMER AND LIMITATION OF LIABILITY

THIS LIMITED WARRANTY SET FORTH HEREIN 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 NAVITAS SOLAR, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY NAVITAS SOLAR. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS, NAVITAS SOLAR HEREBY DISCLAIMS, AND 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 PV MODULE(S), INCLUDING WITHOUT LIMITATIONS, ANY DEFECT IN ANY PV MODULE(S), OR FROM USE OR INSTALLATION OF ANY PV MODULE(S). FURTHER TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL NAVITAS SOLAR BE LIABLE TO THE CUSTOMER, OR ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE CUSTOMER, FOR FAILURE OF THE PV MODULE(S) AS WARRANTED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SERVICES, LOSS OF PROFITS OR SAVINGS, LOSS OF USE, GOODWILL, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PV MODULE(S), EVEN IF NAVITAS SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OR REASONABLY COULD HAVE FORESEEN SUCH DAMAGES. FURTHER, NAVITAS SOLAR SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR DEATH OF ANY PERSON OR ANY INJURY CAUSED TO ANY PERSON USING OR WORKING WITH THE PV MODULE(S). ALSO, THIS LIMITED WARRANTY DOES NOT CONSTITUTE AN INDEPENDENT GUARANTEE BY NAVITAS SOLAR. NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE IN THIS LW STATEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAVITAS SOLAR'S AGGREGATE LIABILITY, IF ANY, FOR DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE RESIDUAL PRICE OF THE PV MODULE(S) THAT GAVE RISE TO THE WARRANTY CLAIM. THE CUSTOMER ACKNOWLEDGES THAT THE FORGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN NAVITAS SOLAR AND THE CUSTOMER AND THAT IN THE ABSENCE OF SUCH LIMITATION, THE PURCHASE PRICE OF THE MODULE WOULD BE SUBSTANTIALLY DIFFERENT.

G. WARRANTY CLAIM SUBMISSION AND VERIFICATION

1. If the Customer believes that any defect related to the PV Module(s) with respect to the product or performance of PV Module(s), which is covered under the Limited Warranty, has occurred, the Customer shall independently carry out the

performance test/product test of the concerned PV Module(s) through an authorized testing laboratory and prepare a report of the same (“**Customer Test Report**”).

2. Based upon the Customer Test Report, if the Customer believes that it has a justified claim covered by this LW Statement and wishes to seek a remedy hereunder, the Customer shall send a warranty claim in writing to Navitas Solar (“**Warranty Claim**”) at the following address or such future address as Navitas Solar may provide/specify from time to time:

NAVITAS GREEN SOLUTIONS PRIVATE LIMITED

B-20/3, Road no. 13-14, Hojiwala Industrial Estate, Sachin Palsana Highway, Surat, Gujarat 394230

Phone: +91 261 6055123

Email: info@Navitassolar.com

3. The Warranty Claim must be sent by a registered mail or courier or any other official written and legally valid document. The Warranty Claim must include: (a) model type and serial number of the defective PV Module(s); (b) the installation date, location and address of installation; (c) a precise description of the defect observed and if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged PV Module(s), any record from the system data monitoring; (e) original copy of the Customer Test Report; (f) copy of the relevant invoice and purchase contract, documents depicting delivery date; (g) name of the dealer/distributor/EPC Contractor from which the PV Module(s) was purchased, if any; and (h) details of previous claims made, if any. It is hereby clarified that any false information in the Warranty Claim shall result in rejection of the said Warranty Claim without prejudice to Navitas Solar’s further remedies available under applicable laws.
4. Upon receipt of the Warranty Claim along with all the documents mentioned herein above, Navitas Solar may, at its sole and absolute discretion, seek further verification of the Warranty Claim. Navitas Solar may, at its sole discretion get the performance of the PV Module(s) tested, for which Warranty Claim has been raised, either by itself or through a third party testing laboratory/institute, whichever is agreed by the Customer and a report of the same shall be prepared (“**Navitas Test Report**”). The result of such test as covered in the Navitas Test Report shall be final and binding regarding the existence/non-existence of the defect, non-conformity and/or power output shortage with respect to the concerned PV Module(s). The cost of conducting the tests by a third party at the instruction of Navitas Solar along with the shipping charges, if any, shall be borne by the Customer.
5. The return of any PV Module(s) will not be accepted unless prior written authorization has been received from Navitas Solar and the Customer has complied with the packaging and shipping instructions provided by Navitas Solar.
6. Any Warranty Claim under this Limited Warranty shall be forfeited if the Customer does not notify Navitas Solar of such claim in writing in accordance with Clause G(3) of this LW Statement within thirty (30) days after discovering or after the Customer should have discovered (as per any third party expert approved by Navitas Solar) the defect claimed under the Limited Warranty.

H. 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 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 Warranty shall be treated as severable.

I. TECHNICAL DISPUTES

In the event of any dispute between Navitas Solar and the Customer (collectively referred to as the “**Parties**”) with respect to the validity of any Warranty Claim made under this Limited Warranty, an ISO 17025 accredited test laboratory recognized by Navitas Solar at its sole and absolute discretion shall be called upon to judge the said Warranty Claim. All the measurements will be conducted in accordance with IEC 60904 standards and under Standard Test Conditions. All fees and expenses associated with engaging such laboratory/institute shall be borne by the Parties in equal proportion. Nothing contained in this Clause I shall preclude either of the Parties from instituting any legal suit, action or proceedings against the other party before the courts of India.

J. GOVERNING LAW

This Limited Warranty shall be governed by and construed in accordance with the laws of India and the Courts at Surat, Gujarat shall have the exclusive jurisdiction over any claim or dispute arising under or in connection with this Limited Warranty. This clause shall override any governing law and jurisdiction clause contained in any purchase order or contract related to the concerned PV Module(s).

K. MISCELLANEOUS

1. In the event that Navitas Solar replaces any PV Module(s) under this Limited Warranty:
 - (a) the replaced PV Module(s) shall become the sole and exclusive property of Navitas Solar;
 - (b) Navitas Solar can also use remanufactured or refurbished parts or products when repairing or replacing any PV Module(s).
 - (c) After replacement of PV Module(s), the Limited Warranty under this LW Statement shall be available only for the remaining term of the Limited Warranty and the term of the Limited Warranty shall not start afresh.
 - (d) Navitas Solar may necessarily not supply the identical PV Module(s) owing to constant changes in technology, however, would supply similar PV Module(s) that may be available at the time of Warranty Claim. Navitas Solar shall have a right to deliver another type (differing in size, color, shape and/or power output) where Navitas Solar has discontinued producing the PV Module(s) being replaced under the Warranty Claim.

L. WARRANTY TRANSFER

1. Notwithstanding anything to the contrary in this LW Statement, the warranties provided herein shall apply only so long as the PV Module(s) warranted hereby are owned by the Original End-User who has purchased the PV Module(s) for its, his or her own use and not for purposes of lease, assign, sub-let or any other form of alienation. However, this Limited Warranty may be transferred/transmitted by written consent and sole discretion of Navitas Solar provided the PV Module(s) remains installed continuously "as it is" at its original location. The transferee shall be subjected to all the exclusions, limitations and conditions set forth in this LW Statement.
2. Such transfer, as mentioned hereinabove, shall take place only when the Original End-User has made full and final payment of the purchase price of concerned PV Module(s) to Navitas Solar.
3. Further such transfer shall not extend or renew the Limited Warranty periods mentioned in this LW Statement

M. FORCE MAJEURE

Navitas Solar shall not be responsible or liable in any way to the Customer or any third party for any non-performance or delay in performance of any terms and conditions of this LW Statement, due to (a) acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters; (b) explosions or accidents, air crashes and shipwrecks; strikes, lock-outs, civil disturbances, curfew etc.; (c) war or enemy action or terrorist action; (d) change in laws, rules and regulations, injunctions or stay granted by court of law or interim order; and (d) any event or circumstances analogous to the foregoing which is beyond the reasonable control of Navitas Solar. In such cases, this Limited Warranty shall be null and void from the date of occurrence of any event of force majeure.

N. VALIDITY

This Limited Warranty shall be valid until a revised version is issued by Navitas Solar. Navitas Solar reserves the right to revise the warranty conditions specified in this LW Statement without any prior notification.

Navitas Green Solutions Pvt. Ltd.
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