


|   |                                |                              |
|---|--------------------------------|------------------------------|
|  | MOSER BAER SOLAR LIMITED (SEZ) | DOC NO:<br>PV/CN/MKT/MS/001  |
|   | WARRANTY CERTIFICATE           | REVISION NO: 03              |
|   |                                | REVISION DATE:<br>21/06/2011 |

Moser Baer Solar Ltd. ("MBSL") provides the following Limited Warranty to the first purchaser/user of its photovoltaic products ("Modules", Max Series – CAAP BB) . Warranty is applicable starting from the date of installation or from 6 months from the date of MB Solar invoice (for applicable panels), whichever is earlier.

The warranty is limited to the terms and conditions stated herein.

**A. Limited Warranty for Manufacturing Defects :**

10 years warranty for Manufacturing Defects - MBSL warrants that for the term of this warranty, the Module(s) sold hereunder shall be free from defects in materials and workmanship under standard application, installation, use and service conditions, "Manufacturing Defect". If during the term of this warranty, the Module(s) is/ are found to be having Manufacturing Defects, then MBSL will, at its sole option either (i) repair, or (ii) replace such Module(s) which is/are found to be having Manufacturing Defects with an equivalent Module(s), or, (iii) refund the purchase price of the module as measured by the then prevailing price of similar modules.

This limited warranty of Manufacturing Defects does not warrant specified level of power output.

**B. Limited Warranty for Performance**

MBSL warrants that the Module(s) sold hereunder will generate the output of nominal power of at least 90% of the minimum module peak power stated in the datasheet for a period of 12 years from the Warranty applicable date, and nominal power of at least 80% of the minimum module peak power stated in the data sheet for a period of 25 years from Warranty applicable date under standard MBSL test conditions. The following terms will apply in the event Module(s) are not providing the warranted percentage of its specified minimum power output due to defects in material or workmanship, during the term of the warranty :

- (i) MBSL will, at its sole discretion, use its own equipment under standard testing conditions or use a third party for testing performance of Module(s) for which claim has been raised. If, under the standard test conditions, the Module(s) is / are not providing the warranted percentage of its specified minimum power output during the term of the warranty, then MBSL shall, at its sole option, repair or supply equivalent Module(s) for replacement, or provide additional component(s) to bring the aggregate power output to the warranted percentage of the specified minimum power output. This is subject to Warranty Exclusions and Limitations. Repair or supply of Module(s) for replacement of the Module(s) shall be performed free of charge only if the Module(s) are found to be non-conforming to the specifications, defective in materials or

workmanship, or short in output proved through the aforesaid test. MBSL inspections and test shall be final and decisive for the existence or non-existence of the defect, non-conformity and/or output shortage.

**C. *The following applies to all the warranted Module(s) of MBSL:***

- MBSL may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing the Modules under this warranty.
- MBSL will reimburse first purchaser/user pre-approved, reasonable, customary and documented transportation charges by sea freight for both the return of the Modules and reshipment of any repaired or replaced Modules.
- MBSL is not responsible for, and purchaser/user hereby agrees to bear, the costs of any on-site labor and any costs associated with the installation, removal, reinstallation of the Module(s) or any components thereof for service under this limited warranty;
- Notwithstanding anything to the contrary in this warranty certificate, the warranties provided herein shall apply only so long as the Module(s) warranted hereby are owned by the first purchaser/user who has purchased the Module(s) for its, his, or her own use and not for purposes of resale. This warranty is transferable when the Module(s) remains installed in its original location where the warranty has been registered.
- Repaire or replacement of the "Module(s)" shall be the sole and exclusive remedy under this warranty. MBSL hereby disclaim any other responsibility or liability;
- In any event, all warranty claims with proof of defect must be received within the applicable warranty period for this warranty to be effective.

**D. *Procedure to Claim Warranty***

For all claims covered by warranty herein, an immediate notification shall be sent by registered letter to Moser Baer Solar Ltd. at the address: 43B, Okhla Industrial Estate, Phase-III, New Delhi -110020, India. Together with the notification, the purchaser/user should enclose evidence of the claim with the corresponding serial numbers, photographs of the Module(s), date on which the Module(s) have been purchased, and the original invoice.

There exists no warranty for the concerned Module(s) whose type or serial numbers have been changed, erased, removed or made illegible. Replaced Module(s) shall become the property of MBSL. In case of replaced Module(s), validity of warranty continues to be from the date of initial first sale to the original purchaser / user and not date of replacement of Module(s). Return of any replaced Module(s) is not accepted unless prior written authorization in writing has been given by MBSL. If the Module type originally delivered is not or no longer being mass produced, the then current standard types will be delivered as replacement or additional Modules.

**E. *Warranty Exclusions and limitations***

The warranties provided herein do not cover damage, malfunctions or service failures of the Modules(s) caused by:

- Damages occurring due to transportation/handling/storage of modules in a manner different from original MBSL packaging/handling instructions (as given in the concerned commercial contract and installation manual).
- Failure to follow the installation, operation or maintenance instructions;
- Installation, repair, modifications, or movement of the Module(s) by someone other than a licensed service technician or installer approved by MBSL.
- Abuse, misuse, or negligent acts;
- Power failure, surges, lightning strike, fire, flood, other natural calamities, pest damage, accidental breakage, actions of third parties and other events or accidents outside MBSL's control and not arising under normal operating conditions; and breakage of modules when mounted on non-approved mounting/framing systems or used in a manner different from the intended purpose of power generation.
- Use on mobile units such as ships and vehicles.
- Exposure of modules to temperatures higher/lower than operating range due to insufficient/excess ventilation or air flow below the module.
- Exposure of modules in a region prone to high mechanical vibration loads.
- Exposure of modules in the geographical location not specifically approved by MBSL.
- Installation in equatorial, tropical, corrosive smoky and/or dirty environment.
- Interconnections with modules made by other manufacturers.
- Defects of the system in which the module is integrated.
- Module glass breakage claims which are attributed to external factors.
- Naturally occurred scratches, stains, mechanical wear, rust, mold, degradation, discoloring, and other alteration that occurred after shipment from "MBSL" but do not affect the power generation performance or mechanical strength of the Modules.

**MBSL hereby makes no warranties, express or implied in respect of the 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 MBSL.**

**MBSL shall not be responsible for any special, incidental, consequential or punitive damages arising from the use or loss of use of or failure of the Module(s) to as warranted, including but not limited to damages for lost services, cost of the substitute services, lost profits or savings, goodwill and expenses arising out of third-party claims.**

MBSL's maximum liability under any warranty, expressed, implied, or statutory, or for any manufacturing or design defects, is limited to the purchase price of the Module(s) received from the purchaser/user, which is giving rise to the liability. The purchaser's exclusive remedy for breach of warranty or for manufacturing or design defects shall be only as stated herein.

MBSL is not liable for damage and injury to persons or property, or loss/injury arising out of Module(s), their use or installation

**F. Force Majeure**

MBSL shall not be responsible or liable in any way to the purchaser, user or any third-party claim, arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for Modules" due to acts of God / Nature, including storms, avalanche, earthquakes, tornados, tsunami, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of MBSL. In such cases, performance by MBSL of this Limited Warranty shall be construed to be suspended, without any liability whatsoever, for the period of delay, which would be reasonably attributable to such causes.

**G. Not independent warranties**

The buyer has the right to pursue claims under each of the warranties set forth above; provided, however, that if claims arise under multiple limited warranties from a single incident, then if MBSL remedies such incidents as set forth above, MBSL shall be deemed to have resolved all applicable warranty claims arising from such incident.

**H. Governing Laws**

Any claim or dispute arising under or in connection with this warranty certificate must be brought exclusively in the Courts of New Delhi, INDIA and warranty herein shall be governed by Indian Laws, unless otherwise agreed between the parties and specifically mentioned in the Purchase Order or the Supply Agreement.

If any part, provision or clause of this Limited Warranty is held to be invalid, void, or unenforceable due to any particular national, or international legislation, all other parts, provisions, clauses, or applications shall remain in effect and valid.

**I. Contact Information**

Moser Baer Solar Ltd.  
43B, Okhla Industrial Estate, Phase III  
New Delhi – 110020, India,

**J. Warranty service**

For warranty service, please contact MBSL or your regional MBSL sales representative. MBSL regional representatives contact numbers can be found at <http://www.moserbaersolar.com>