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**TATA POWER SOLAR SYSTEMS LIMITED**

**LIMITED WARRANTY CERTIFICATE FOR PHOTOVOLTAIC MODULES – TS SERIES**

TPS-GEN-002 Rev 1, March 10, 2014

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This limited warranty is valid for the Products supplied on or after March, 10 2014 and shall continue to remain valid unless modified in accordance with the terms and conditions contained herein.

Tata Power Solar Systems Limited, having its registered office at Plot No.78, Electronics City Phase I, Hosur Road, Bangalore - 560100, India (“**Tata Power Solar**”) provides the following limited warranties to its Buyers (as defined below), subject to the exclusions contained in Section 3, and in Section 4 hereof.

This warranty is only available to a customer who has purchased the Product(s) from Tata Power Solar or from Tata Power Solar’s authorized dealers/distributors and has installed such Product for its own use (“**Buyer**”) as an integral part of the solar plant of the Buyer. In case of transfer of ownership of the Product by the Buyer, the Warranty for the Product shall continue to be applicable so long as such Product continues to remain physically installed in its first installation location in accordance with Clause 8 hereof.

**Section 1: Warranted product(s)**

The limited warranty (“**Warranty**”) shall only apply to the TS Series of modules (“**Product(s)**”) with a nominal power output of greater than or equal to 230W:

**Section 2: Warranty Commencement Date**

The Warranty commences from the earlier of

- (i) date of delivery of the Product(s) to the Buyer; or
- (ii) 6 months after the date of dispatch of the Product(s) from the Tata Power Solar factory premises (“**Warranty Commencement Date**”).

A Buyer making a claim under this Warranty will have to demonstrate the delivery date by handing in their original invoice or sales receipt to establish the delivery date of the Product.

**Section 3: Warranty Descriptions and Warranty Period**

The Product(s), depending on their nominal power output indicated in the Product Data Sheet, will have the following product and the power output warranty:

- (i) 10 Year Limited Product Warranty

Subject to terms, conditions and limitations contained herein, Tata Power Solar warrants to the Buyer that for a period of ten years commencing on the Warranty Commencement Date (as defined above), the Product(s):

- (a) will be free from defects in design, material, workmanship or manufacture that materially impede their functioning; and
- (b) will conform to the specifications and drawings of Tata Power Solar.

- (ii) 25 Year Limited Power Output Warranty

Subject to terms, conditions and limitations contained herein, Tata Power Solar

warrants to the Buyer that for a period of twenty-five years commencing from the Warranty Commencement Date, the power output from the nominal power output specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC – Irradiance of 1000W/m<sup>2</sup>, spectrum AM of 1.5 and cell temperature of 25°C) for the Product(s) shall not be less than 90% within the first ten years from the Warranty Commencement Date and shall not be less than 80% in the twenty fifth year from the Warranty Commencement Date.

Subject to the terms and conditions contained herein, if during the Warranty Period the Product fails to conform to the conditions specified in Section 3 as applicable, the Buyer's remedies shall be limited to those provided in Section 5 of this Warranty.

#### **Section 4: Warranty Exclusion and Limitations**

- A. The Warranties provided herein do not include damage, malfunctions or service failures caused by or resulting from:
- (i) inappropriate handling during transportation or storage or misuse, abuse, neglect or accident;
  - (ii) negligent maintenance or non-performance of the periodic function checks of the system and/or failure to comply with any of the instructions detailed in the Tata Power Solar's installation manual for the concerned Product;
  - (iii) installation of the Product and/or service of the Product or any part thereof by service technicians who are not appropriately qualified technically, or under the relevant law and/or applicable regulations;
  - (iv) the Product's type, nameplate or module serial number is fully or partly changed/ modified / altered, erased or made illegible (other than by any act of Tata Power Solar);
  - (v) the Product's installation in a mobile device (except photovoltaic tracking system) or marine environment such as vehicles, ships, buoys, offshore structures, or used for unusual purposes, unless these exceptions are expressly permitted by the technical specifications stipulated by Tata Power Solar;
  - (vi) exposure to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
  - (vii) force majeure events, forces of nature or climatic conditions, acts of violence, intervention by third parties or other external forces such as explosions, riots, war, terrorist attacks or theft, damage by animals, floods, avalanches, fire, storm, typhoons, hurricanes, lighting, or ground movements;
  - (viii) use of defective components in the construction on which the Product is mounted;
  - (ix) exposure to mold discoloration or similar external effects;
  - (x) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of spare parts which are not manufactured or approved by Tata Power Solar, , influence from chemical products; and
  - (xi) use of the Product(s) in such a manner as to infringe Tata Power Solar's or any third party's intellectual property rights (e.g. patents, trademarks etc.).
- B. Any deterioration in appearance of the Product (including any scratches, stains, mechanical wear, rust, or mold), or any other alterations to the Product which occurs after delivery to the Buyer, shall not and will not constitute a defect under in terms of this Warranty unless it materially impairs the Product's functioning. A claim in the event of

glass breakage shall be permissible only to the extent that it was not caused by any of the causes set out in Section 4(A).

- C. Tata Power Solar makes no warranties, express or implied other than the warranties made herein, and specifically disclaims all other warranties, merchantability or fitness for a particular purpose, even if it has been expressly made aware of the purpose of use of the Products.
- D. Tata Power Solar excludes its liability for any special incidental, consequential or punitive damages arising from the use or loss of use of, or failure of any of the Product(s) to perform as warranted, including but not limited to damages for lost services, lost profit or savings, and expenses whether or not arising out of third- party claims. Tata Power Solar's maximum liability under any warranty, expressed, implied, or statutory (including this Warranty), or for any manufacturing or design defects (including this Warranty), is limited to the actual purchase price of the Product reduced by
  - (i) an annual linear depreciation taking into account an anticipated life time of 25 years for all Products
  - (ii) all taxes, duties, insurance and transportation expenses (if any), received by Tata Power Solar from the Buyer at the time of sale and installation of such Product. The Buyer's exclusive remedy for breach of Warranty shall be only as stated herein.
- E. Notwithstanding anything contained herein, Tata Power Solar shall not in any circumstances be liable to the Buyer or any third party for the death of any person(s) or any loss, injury or damage to any person(s) or property by use of the Products.

**Section 5: Remedies available under the Warranty**

- A. As Buyer's sole and exclusive remedy under this Warranty, Tata Power Solar will at its sole discretion with regard to the applicable Product either:
  - (i) refund the actual purchase price of the relevant Product(s) reduced by
    - an annual linear depreciation taking into account an anticipated life time of 25 years for all Products and;
    - all taxes, duties, insurance and transportation expenses (if any), received by Tata Power Solar from the Buyer at the time of sale of the Product; or,
  - (ii) repair the defective Product(s) at no charge, subject to the terms detailed Section 5(B) of this Warranty; or,
  - (iii) replace the defective Product(s) or part thereof by a new or re-manufactured equivalent or better Product, at the sole discretion of Tata Power Solar at no charge, subject of the terms detailed Section 5(B) of this Warranty.
- B. Replaced parts or Products will become the property of Tata Power Solar and the Buyer shall have no right over such replaced parts or Products.
- C. In the event of remedies under Section 5(A) (ii) or (iii) above, Tata Power Solar shall not be liable for any insurance or transportation charges, customs clearance or any other costs incurred by the Buyer for returning the defective Product(s) to Tata Power Solar and shipping the repaired or replaced product(s) to the Buyer. Further, Tata Power Solar shall not be responsible for, and Buyer hereby agrees to be solely responsible for the costs and any ancillary expenses regarding any on-site labor and any costs associated with the installation, removal, reinstallation of the Product(s) or any components thereof for service under this Warranty.

- D. The Warranty Period(s) as defined in Section 3 as applicable shall not be extended, altered or renewed upon the repair or replacement of a defective Product by Tata Power Solar. It is clarified that the Warranty Period for replaced or repaired Product(s) is the remainder of the warranty on the original Product(s).

#### **Section 6: Warranty claims and service**

- A. All warranty claims must be received by Tata Power Solar within the Warranty Period for the claim to be valid. Subject to the aforesaid, all Warranty claims shall be made in writing to Tata Power Solar within three months of first discovery of the defect. Any claim made after three months from the date on which the defect is discovered by the Buyer or ought have been discovered by the Buyer, will not be considered as a valid claim under this Warranty, even if such claim is made within the Warranty period.
- B. All Warranty claims must be in writing and should be provided to Tata Power Solar along with full and proper details of the purchase date, serial number of the Product, detailed description of the alleged defect, a copy of the corresponding invoice and other related documents evidencing that the claim is within the Warranty Period and in compliance with the terms of this Warranty.
- C. The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Tata Power Solar in this regard.
- D. Tata Power Solar may, at its sole discretion appoint a reputable researcher from a first-class international test-institute such as Fraunhofer ISE, TÜV Rheinland or ASU Arizona State University ("Technical Expert") to examine and verify any Warranty claims made by the Buyer in relation to a Product. The determination by the technical expert in relation to any Warranty claim or alleged defect in the Products will be final, conclusive and binding on the Buyer and Tata Power Solar. If the products are found defective Tata Power Solar will bear the cost of such testing, however if the products are found to be without defect then the Buyer will bear the cost of testing the product.
- E. For information relating to Warranty claims/service, disposal and/or recycling options, the Buyer should contact his Tata Power Solar distributor or contact the customer service representative. Tata Power Solar customer service center contact numbers are available at the Tata Power Solar website (i.e., <http://www.tatapowersolar.com>)

#### **Section 7: Force Majeure**

Notwithstanding anything contained herein, Tata Power Solar shall not be responsible or liable in any way to the Buyer or any third party for any non-performance or delay in performance under this Warranty due to occurrences of force majeure such as, war, riots, strikes, abnormal increase in the price of raw materials and other components of the Products, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Product(s) or the notification of the relevant warranty claim under this Warranty.

#### **Section 8: Warranty**

The Warranty for a Product shall be applicable so long as the Product continues to be physically installed at its first installation location. In case of transfer of ownership of the Product by the Buyer, the Warranty for the Product shall continue to be applicable so long as such Product continues to remain physically installed in its first installation location provided that such transfer shall not constitute a new warranty or commencement of a fresh time period during which the warranties set out herein apply nor any extension of any period of the Warranty as set out in Section 3 as applicable.

### **Section 9: Modification of Warranty**

Unless modified in writing and signed by an authorized representative of Tata Power Solar, the Warranty set forth herein is the only warranty by Tata Power Solar applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Warranty.

### **Section 10: Miscellaneous**

- A. It is clarified that correction of defects in the manner and for the period of time described in this Warranty shall constitute full and complete satisfaction of all warranties, liabilities and obligations of Tata Power Solar to the Buyer with respect to the Product and shall constitute full and complete settlement of all claims of the Buyer against Tata Power Solar, whether based on contract, tort or otherwise.
- B. If any provision of this Warranty is held to be illegal, invalid, or unenforceable under any law,
  - (i) such provision shall be fully severable; and
  - (ii) this remaining provisions of this Warranty shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof.
- C. Any dispute, controversy or claim arising out of or relating to this Warranty or the validity, interpretation, breach or termination thereof as may be designated as Dispute, including claims seeking redress or asserting rights under applicable law, shall, be resolved and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time or its re-enactment (the "Arbitration Act"). The arbitral tribunal shall be composed of one/sole arbitrator mutually agreed upon however, in the event of non-agreement on sole arbitrator. The arbitral tribunal shall be composed of two arbitrators to be appointed by both the Parties and the third Arbitrator shall be appointed by the Arbitrators appointed by the Parties and for such Arbitration the seat of arbitration shall be in Bangalore, India.
- D. The provisions of this Warranty shall be governed by, and construed in accordance with the laws of India. The courts at Bangalore, India, shall have the exclusive jurisdiction to settle any claim or matter arising under this Warranty, without giving effect to any conflict of laws.
- E. This Warranty constitutes the entire arrangement between Tata Power Solar and the Buyer with respect to the Product to the exclusion of all other understandings and assurances, either written or oral, and the same shall supersede all such other understandings and assurances.

**Contact:**

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