

# LIMITED WARRANTY



## PRODUCT & PERFORMANCE LIMITED WARRANTY

Thank you for purchasing PV Module ("Module(s)") manufactured by Jyotitech Solar LLP ("Jyotitech Solar").

### 1. WARRENTED PRODUCTS:

This limited warranty shall only apply to Modules supplied by Jyotitech Solar as mentioned below:

Model name: JTS-XXX series where XXX stands for power indication for example JTS-100 means 100 Wp Module.

### PRODUCT IDENTIFICATION

Each module has the following information:

- a) Electrical data under standard test conditions: rated power, rated current, rated voltage, open circuit voltage, short-circuit current incl. measurement tolerance,
- b) Maximum electric current,
- c) Maximum system voltage,
- d) Application Class,
- e) Safety warning,
- f) Name and address of manufacturer.
- g) Barcode and serial number

### SERIAL NUMBER NOMENCLATURE :

#### JTSXZNNPPYYMMDDABCD

**JTS:** JYOTITECH SOLAR

**X:** CELL SIZE = 6

**Z:** F or C (F=full cell, C=cut cell)

**NN:** Two Digit Numbers (indicates Number of cells in module)

**P:** PID Free (Potential Induced Degradation)

**P:** Polycrystalline cells

**YY:** Two digit number indicates year of module manufacturing

**MM:** Two digit number indicates month of module manufacturing

**DD:** Two digit number indicates date of module manufacturing

**ABCD:** Four digit serial number

### 2. LIMITED PRODUCT WARRANTY - Repair, Replacement or Refund Remedy

Jyotitech Solar warrants the Customer that each Module will be defect free from materials and workmanship perspective under normal application, installation, use and service conditions for a period of

-Period of 10 years for Modules higher than 200Wp used in On-Grid / Off-Grid Projects

starting from the Warranty Start Date (as defined in Section "Validity") If any Module fails to conform to the warranty in this Section, Jyotitech Solar will, at its sole option, either

- a) Repair or replace the Module or
- b) Refund a reasonable pro-rate portion of the purchase price paid by

Customer for the Module as a compensation. Any deterioration in appearance of the product (including any scratches, stains mechanical wear, rust, or mold, any spots, aesthetic Defects, or any other changes to the product which occur after delivery to the Customer, do not constitute a defect under this LIMITED PRODUCT WARRANTY. This type of changes does not lead to a deterioration of the operational capabilities of the Module. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage. The foregoing remedies shall be Jyotitech Solar's sole and exclusive obligation, and Customer's sole and exclusive remedy, for any Modules's failure to conform to the LIMITED PRODUCT WARRANTY in this Section and any repair or replacement shall not extend the warranty period set forth herein. The warranty in this Section does not warranty a specific power output, which shall be exclusively covered in Section 3 of the LIMITED AND CONDITIONAL POWER WARRANTY.

### 3. LIMITED AND CONDITIONAL POWER WARRANTY (25 YEARS)

Jyotitech Solar provides a total of 25 years limited and conditional power output starting from the date of Purchase (i.e., Sale Date) - We warrant that the Module(s) sold hereunder referred to as "Term of Warranty" with respect to power output starting from the date of Purchase hereinafter referred to as "Warranty Start Date. We warrant that the Modules sold by us

could generate power output of:

1. About 90% of the rated power stated in the Invoice issued to First Purchaser for a period of 10 years;
2. About 80% of the rated power stated in the Invoice issued to First Purchaser for the remaining Term of Warranty.

from the Warranty Start Date subject to and under Jyotitech solar's standard test conditions The following terms will apply in the event Module(s) is/are not providing the warranted percentage of its power output only due to Manufacturing Defects, during the Term of Warranty:

-Jyotitech Solar will, at its sole discretion, use its own equipment under Standard Testing Conditions or use a neutral third party for testing of performance of Module(s). Whichever agreed by First Purchaser/First User, for which claim has been made. If the results of such test prove beyond doubt that the Module(s)is/are not providing the warranted percentage of its specified minimal power output during the Term of Warranty, then Jyotitech Solar shall, at its sole option either i) repair ii) supply similar Modules for replacement iii) provide supplementary Modules to bring the aggregate power output to the warranted percentage of power output. This is subject to WARRANTY EXCLUSIONS AND LIMITATIONS. Repair or supply of Modules shall be done free of charge only if Module(s) is/are found to have Manufacturing Defect/ short in output proved by the above said test. Since the test(s) is/are performed by consent of First Purchaser / First User and Jyotitech Solar, the Selected Third Party inspections and tests shall be final and decisive. The First Purchaser / First User or loser party shall borne the cost in case of engagement of mutually agreed Third Party for the tests.

### 4. WARRANTY EXCLUSIONS AND LIMITATIONS

In addition to any other exclusion, limitations or conditions set forth in this **LIMITED WARRANTY**, the following exclusions and limitations apply to this **LIMITED WARRANTY**:

- a) All warranty claims must be received within the applicable warranty period for this warranty to be effective.
  - b) This LIMITED WARRANTY does not apply to any Module which, in Jyotitech Solar's sole judgement, has been subjected to:
    - Misuse, abuse, neglect or accident;
    - Improper transportation, storage or handling;
    - Alteration, improper installation or application;
    - Non-observance of our installation and maintenance instructions;
    - Repair or modifications by someone other than our approved service technician;
    - Installation in direct contact with salty water, that is in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination by exceptional exposition to salty water or other chemicals;
    - Installation in marine environments (that is, in locations where the distance from the sea is below 500m) in case of the requirements imposed in the applicable installation manual of the Module(s) are not fulfilled;
    - Power failure surges, lighting, Potential Induced Degradation, Installation Failure, flood, fire, natural disaster, accidental Breakage, Heavy Snow loads, vandalism or other events outside our control.
    - Normal wear and tear
  - c) This LIMITED WARRANTY does not cover any costs associated with installation, removal or re-installation of any Module and (except explicitly set forth in the final paragraph of Section 6 below) customs clearance or any other costs for return of any Module
- The Customer (and/or their Forwarding Company) is responsible to inspect and accept the Modules(s) delivered by Jyotitech Solar. Any claim related and/or linked to damages on packaging, such as impacts on the pallets, will only be accepted by us during the delivery. In other situations, damages should be claimed to the Forwarding Company or Insurance Company.
- e) Warranty claims will not be honoured if the type or serial number of any Module has been altered, removed or made illegible.

## 5. WARRANTY TRANSFER

Notwithstanding anything to the contrary in this warranty certificate, the warranties provided herein shall apply only so long as the Module(s) warranties hereby are owned by the First Purchaser/First User who has purchased the Module(s) for its, his, or her own use and not for purpose of resale, lease, or any other form of alienation. However, this warranty may be

transferred or transmitted by written consent and sole discretion of Jyotitech Solar, when the Module(s) remains installed continuously "as it is" including the place of installation at the time of registration of Warranty.

-Repair, replacement, refund, or supplementation of Module(s) on our discretion shall be the exclusive remedies under this Warranty. We hereby disclaims any other responsibility or liability; the First Purchaser/ First User waives all his legal rights upon accepting any of the remedies provided under this Limited and Conditional Warranty statement. All Warranty claims must be received (with proof of defect) within Term of Warranty.

## 6. PROCEDURE TO CLAIM WARRANTY

Please contact Jyotitech Solar immediately in writing or by email : sales@jyotitechsolar.com. Refer to our website for Warranty claim Procedure. The Warranty could be claimed only by First User or First Purchaser. The Warranty Claim Application should be made immediately supported with corresponding serial numbers, photographs of the Module(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.

We will not accept the return of allegedly defective PV Modules unless prior written authorization has been provided by Jyotitech Solar.

## 7. FORCE MAJEURE

Jyotitech Solar shall not be responsible or liable in any way to Customer or any third-party for any non-performance or delay in performance of any terms and conditions of sale, including this LIMITED WARRANTY, due to Acts of God, war, riots, strikes, war like conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Jyotitech Solar. In such cases, LIMITED WARRANTY shall be Null and Void.

## 8. VALIDITY

This LIMITED WARRANTY shall apply to Module(s) manufactured by Jyotitech Solar, with production date from 1/12/2015

The start date of this LIMITED WARRANTY ("Warranty Start Date") shall be defined as the earlier of the sales invoice date of purchase of the Module(s) by the Customer or one (1) year after the Module(s) delivery from our facilities. We reserve the right to revise the warranty sheet without any prior notification.

## 9. LIMITATION OF LIABILITY

The Limited Product and Limited Power Warranties set forth herein. Shall be the sole and exclusive warranties granted by Jyotitech Solar, and shall be the sole and exclusive remedies available to the Customer or other Claimant for any breach of warranty, express or implied. Provision of remedies, in the manner and for the periods described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Jyotitech Solar to the Customer and each other Claimant with respect to the PV Modules.

IN NO EVENT WILL JYOTITECH SOLAR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR OUT OF THE PV MODULES OR THEIR INSTALLATION, USE, PERFORMANCE OR NON-PERFORMANCE, OR ANY DEFECT OR BREACH OF WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRIKE LIABILITY, OR ANY OTHER THEORY, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF REVENUES AND LOSS OF PRODUCTION ARE SPECIFICALLY DISCLAIMED

UNDER NO CIRCUMSTANCES SHALL JYOTITECH SOLAR'S LIABILITY FOR NON CONFORMING PV MODULES EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER.

## 10. LIMITATION OF WARRANTY SCOPE

### A) DISCLAIMERS

THIS LIMITED 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 JYOTITECH SOLAR, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN A WRITING SIGNED AND APPROVED BY JYOTITECH SOLAR.

### B) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JYOTITECH SOLAR 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 LIMITATION, ANY DEFECT IN ANY MODULE, OR FROM USE OR INSTALLATION OF ANY MODULE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

## 11. MISCELLANEOUS

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY; AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU MAY HAVE UNDER LAWS OF MANDATORY APPLICATION IN YOUR JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. In the event Jyotitech Solar replaces any MODULE under this LIMITED WARRANTY, then

(a) The replaced Module(s) shall become our property and

(b) We have the right to deliver a replacement Module(s) of a different type (e.g., in size, colour, shape and/or power) than the replaced Module(s) if Jyotitech solar has discontinued producing the replaced Module(s) at the time of the claim.

## 12. TECHNICAL DISPUTES

In case of any dispute between Jyotitech Solar and Customer as to the validity of any claim made under this LIMITED WARRANTY, a recognized ISO 17025 Certified Body Test Laboratory recognized by Jyotitech Solar in its sole and absolute discretion shall be involved to judge the claim finally. Any measurement will be conducted in accordance with IEC 60904 standards and at Standard Test Conditions (as defined in Section 13. "Definitions"). All fees and expenses associated with engaging such institute shall be borne by the losing party.

## 13. CONTACT INFORMATION:

### Jyotitech Solar LLP

R-456, TTC Industrial Area, MIDC, Rabale,  
Navi Mumbai - 400701

Tel: +91 22 2760500, +91 22 276950000

Email : sales@jyotitechsolar.com

Website : www.jyotitechsolar.com