



EMPIRE PHOTOVOLTAIC SYSTEMS MODULE LIMITED WARRANTY

EMPIRE PHOTOVOLTAIC SYSTEMS warrants to the Purchaser, who is the first Purchaser of the Photovoltaic Module of EMPIRE PHOTOVOLTAIC SYSTEMS, which the Product, when shipped in its original container, will be free from any defects in workmanship and materials, and shall meet the stated specifications.

EMPIRE PHOTOVOLTAIC SYSTEMS agrees that it will, either repair or replace the defective Product or part thereof, at its discretion, with a new or remanufactured equivalent or by adding additional product(s) at free of charge to the Purchaser, for the period stated below.

1. Limited Product Warranty – 5 Year Repair or Replacement

The time period of warranty for defects in workmanship and materials for the Product is Sixty months (60) months from date of array commissioning or 6 months from the date of module manufacturing, whichever comes first. The repair or replacement 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. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty)

2. Limited Power Warranty

The period of warranty with respect to power output is for a total period of twenty five (25) years from date of purchase, the first 10 years at 90% minimum of rated power output and the remaining 15 years at 80% minimum of rated power output at standard test conditions (refer technical data sheet). The company will compensate for such losses by replacing the defected modules or providing additional modules to make up equivalent power loss to the customer, at the option of EMPIRE PHOTOVOLTAIC SYSTEMS.

3. Exclusions & Limitations

This warranty does not apply to –

- a) External visual items like plastics, rubber, glass and other such parts of the Product.
- b) Product which has been damaged or defaced.
- c) Product, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified.
- d) Product that is improperly installed
- e) Product that is installed in a mobile or marine environment.
- f) Product that is subjected to abnormal environmental conditions such as acid rain, pollution or other similar conditions.
- g) Product that is mounted on a defective base or a base with defective parts.
- h) Product that is subject to external corrosion, mold discoloration or where such deterioration occurs.
- i) Product that is subject to force majeure conditions, such as fire, explosion, war, riot, earthquake, eruption, tidal wave, lightning, induced lighting, snow, freeze, frost, briny air, ground movement, ground cracking, earth flow, and pollution; provided, however, that exemption for these items for which UL has set out in their standard, shall apply only when these items exceed UL's standard.
- j) Product that is subjected to repair by anyone other than EMPIRE PHOTOVOLTAIC SYSTEMS or its authorized agent.
- k) Loss due to damage/ breakage, consequential to poor packaging, while shipping or transporting for service & costs of uninstallation or reinstallation.

The rights under this limited warranty are only applicable to the Purchaser, or any transfer permitted under this Limited Warranty, of the Product and only on providing proof of purchase to the service agent. This warranty cannot be modified or altered by any personnel of EMPIRE PHOTOVOLTAIC SYSTEMS or any other person, with respect to the terms stated herein, or to extend the duration of any warranties beyond the time period described herein.

Purchaser shall immediately notify EMPIRE PHOTOVOLTAIC SYSTEMS of allegedly defective Product and immediately request, in writing or by telephone, an RMA number, which EMPIRE PHOTOVOLTAIC SYSTEMS shall promptly provide to Purchaser. Within seven (7) days of the issuance of the RMA number, Purchaser shall promptly ship the allegedly defective Products, freight prepaid in packaging equivalent to the original shipping carton, to EMPIRE PHOTOVOLTAIC SYSTEMS and shall include a notation of the RMA number and dated proof of purchase by Purchaser with the shipment. EMPIRE PHOTOVOLTAIC SYSTEMS reserves the right to refuse to accept any allegedly defective Products that are not accompanied by an RMA number and a dated proof of purchase or that are returned more than thirty (30) days after issuance by EMPIRE PHOTOVOLTAIC SYSTEMS of the applicable RMA number, which Products may be returned to Purchaser. All returned Products shall be subject to inspection and testing by EMPIRE PHOTOVOLTAIC SYSTEMS. If EMPIRE PHOTOVOLTAIC SYSTEMS's examination of such returned Products discloses to EMPIRE PHOTOVOLTAIC SYSTEMS's satisfaction that such Products fail to conform to the applicable warranty, then EMPIRE PHOTOVOLTAIC SYSTEMS shall, at its sole option, either repair or replace the Product, on the date the returned Product is received by. Any repaired or replaced Products shall be shipped freight prepaid; however, any Products for which EMPIRE PHOTOVOLTAIC SYSTEMS's examination does not disclose to EMPIRE PHOTOVOLTAIC SYSTEMS's satisfaction that such Products have failed to conform to the applicable warranty may be returned to Purchaser freight collect.

4. Limitation of Warranty Scope

THIS LIMITED WARRANTY CONSTITUTES EMPIRE PHOTOVOLTAIC SYSTEMS'S EXCLUSIVE LIABILITY, AND THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER, FOR ANY BREACH OF ANY WARRANTY OR OTHER NONCONFORMITY OF THE PRODUCTS COVERED BY WARRANTY. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES. EMPIRE PHOTOVOLTAIC SYSTEMS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY SHALL BE AS EXPRESSLY PROVIDED HEREIN. NO WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE; HAVE BEEN MADE UNLESS EXPRESSLY INCLUDED HEREIN. ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE LIMITED TO THE GREATER OF THE ABOVE OR THE MINIMUM PERIOD SET FORTH BY LAW.

5. Obtaining Service

The product has to be shipped, prepaid, to an EMPIRE PHOTOVOLTAIC SYSTEMS Authorized Dealer or Service agent. Make sure to have **Proof of Purchase** available. The product must be securely packed and insured before shipping.

EMPIRE PHOTOVOLTAIC SYSTEMS Pvt. Ltd.

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