



**Limited Warranty Statement
for
Solar Photovoltaic Module
“PM Series”**



Central Electronics Limited

(A Government of India Enterprise)

4, Industrial Area,
Sahibabad - 201 010 (U.P.)
India



Limited Warranty Statement

Central Electronics Limited (“CEL”) provides the following Limited Product Warranty and Limited Power Warranty (collectively, the “Limited Warranty”) with respect to its solar photovoltaic module (“PM Series”), to the original buyer (“Buyer”) subject to the *terms*, conditions, exclusions and limitations set forth below.

1. 10 YEARS LIMITED PRODUCT WARRANTY

Subject to terms, conditions and limitations contained herein, CEL warrants to the Buyer that PM Series shall be free from defects in materials and workman ship that have an effect on PM Series functionality during the period beginning on the earlier of the date the PM Series were purchased by the Buyer or one (1) year from the production of the PM Series (the “Warranty Start Date”) and ending ten (10) years after such Warranty Start Date.

If a PM Series fails to conform to this Limited Product Warranty during this ten-year period, CEL will, at its reasonable option, either repair or replace the defective PM Series to the Buyer for replacement PM Series or parts thereof.

This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

2. 25 YEARS LIMITED POWER WARRANTY

Subject to terms, conditions and limitations contained herein, CEL warrants to the Buyer that for the period of twenty-five years commencing

on the Warranty Start Date, the reduction in 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/m², spectrum AM of 1.5 and cell temperature of 25°C) for the Product(s) shall not less than 90% at the end of ten years from the Warranty Start Date and at least 80% at the end of twenty fifth year from the Warranty Start Date.

If a PM Series fails to conform to this Limited Power Warranty during this twenty five year period, CEL will, at its reasonable option, either (a) repair or replace the defective PM Series to the Buyer for replacement modules or parts thereof, (b) provide the Buyer with additional modules to make up for such decrease in power so that the power output equals or exceeds the SPV Threshold, provided, it is possible for the Buyer to mount such additional module(s)

3. WARRANTY EXCLUSION AND LIMITATIONS

The aforementioned “Limited Warranty” does not apply to any Products which have been subjected to

- a) Failure to pay the purchase price which CEL is entitled to receive either from the distributor/dealer/ or any other means.
- b) Inappropriate handling during transportation or storage or misuse, abuse, neglect or accident.
- c) Negligent maintenance or non-performance of the periodic function checks of the system and/or failure to comply with any of the



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- instructions detailed in the CEL Solar's installation manual for the concerned Product.
- d) 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
 - e) 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 CEL)
 - f) 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 CEL
 - g) Exposure to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution)
 - h) 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, avalanche, fire, storm, typhoons, hurricanes, lighting, or ground movements
 - i) Use of defective components in the construction on which the Product is mounted
 - j) Exposure to mold discoloration or similar external effects
 - k) 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 CEL, influence from chemical products; and
 - l) use of the Product(s) in such a manner as to infringe CEL's or any third party's intellectual property rights (e.g. patents, trademarks etc.).

4. OBTAINING WARRANTY SERVICE

If the Buyer has a justified claim covered by these Limited Warranty Terms for PM Series, an immediate notification in writing directly to CEL shall be filed by mailing a registered letter to the address of CEL listed hereunder, or by sending an email to the email account of CEL listed hereunder.

Central Electronics Limited
4, Industrial Area,
Sahibabad - 201 010 (U.P.) India
Tel: +91-120-2895155, 2895156
Fax: +91-120-2895142, 2895147, 2895148
Email: spvservice@celindia.co.in

Together with the notification, the Buyer should enclose the evidence of the claim with the corresponding serial number of the affected Module(s) and the date on which the Modules have been purchased. An invoice with clear indication of the contract number, purchase date, purchase price, module type, stamp or signature of CEL or its authorized distributors should also be submitted as part of the evidence.

On assessment of the above evidences the CEL may generate the Return Material Authorization (RMA) number and send it to the buyer.

The return of any Modules will not be accepted unless prior written authorization in the form of



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Return Material Authorization (RMA) number has been given by CEL.

5. VALIDITY

This Limited Warranty applies to all CEL modules manufactured on or after July 1st, 2015.

6. SEVERABILITY

If any part or provision of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this Limited Warranty, which shall remain in full force.

7. WARRANTY ASSIGNMENT

The warranties herein are transferable, provided that the modules remains installed in their original installation location and that the transferee must hold the modules or the projects in which such modules are used; any assignment or and such transfer of any of the Limited Warranties is subject to CEL prior written consent, and all assignments and transfers in violation of the aforementioned consent requirement will be void.

8. FORCE MAJEURE

CEL shall not be responsible or liable in any way to the buyer or any third-party arising from any non-performance or delay in performance of any contractual obligations, including those provided under these Limited Warranty Terms for Solar Photovoltaic Modules, due to acts of God, war,

riots, strikes, warlike conditions, plague or other epidemics, fire, flood, unavailability of suitable and sufficient labor, raw material, capacity or technical or yield failures, or any other similar cause or circumstance beyond the reasonable control of such CEL, 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 defective modules. In the event of a force majeure occurrence, performance by CEL of these Limited Warranty terms shall be suspended without liability for the period of delay reasonably attributable to such occurrences of force majeure.

9. GOVERNING LAW AND DISPUTE RESOLUTION.

- a) The Provision of the Warranty claim shall be governed by the laws applicable in India.
- b) All the disputes, difference controversies/ difference of opinions, breach and violation arising from or related to this warranty between the parties, then the same shall be resolved by mutual discussion /reconciliations in good faith.
- c) If Disputes, difference controversies /difference of opinions, breach and violation arising from or related to this warranty cannot be resolved within 30 days of commencement of reconciliations/discussions then the matter shall be referred to the Sole arbitrator, nominated by CMD CEL for this purpose and his decision shall be final and binding on both the parties and there will be no objection to any such appointment on the grounds that the Arbitrator is an Employee of CEL and no



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appeal on any order passed by the Arbitrator shall be filed in any court of Law on such grounds. The cost of arbitration shall be shared equally between the parties. The arbitration proceedings shall be held at Sahibabad only.

- d) All disputes/difference shall have exclusive jurisdiction of Court at Ghaziabad only.

10. MISCELLANEOUS

The repair or replacement of the Modules or the supply of additional modules will not cause

the beginning of new warranty terms, nor shall the original terms of this Limited Warranty for Solar PV Modules be extended. Any replaced modules shall become the property of CEL and the buyer or beneficiary shall have no right over such replaced part or product and CEL can dispose such product at its own on any manner as it may think fit. CEL has the right to deliver another type (different in size, color, and shape and/or power) in case CEL has discontinued producing the same type of product as that of the replaced modules.