



## PLG POWER LIMITED WARRANTY FOR M-series PV MODULES

### 1. Limited Product Warranty – Five (5) Year Repair, Replacement or Refund Remedy

PLG POWER Ltd with offices at 139, A-1 Shah & Nahar Ind. Est, Lower Parel (W), Mumbai-400013, India (“PLG POWER”) warrants that for five (5) years from the date of delivery, its Photovoltaic modules (“PV modules”) shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending five (5) years from date of delivery to the original end-customer (“the Customer”), PLG POWER will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer (“Purchase Price”). The repair, replacement or refund 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

PLG POWER also warrants that if, within ten (10) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power<sup>1</sup> as specified at the date of delivery in PLG POWER product datasheet, provided that such loss in power is determined by PLG POWER (at its sole and absolute discretion) to be due to defects in material or workmanship PLG POWER will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of PLG POWER

PLG POWER additionally warrants: If, within twenty five (25) years from date of delivery to the Customer any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power<sup>1</sup> as specified at the date of delivery in PLG POWER Product datasheet, provided that such loss in power is determined by PLG POWER (at its sole and absolute discretion) to be due to defects in material or workmanship PLG POWER will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of PLG POWER.

### 3. Exclusions and limitations

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the PV Modules.
- c) The Limited Warranties do not apply to any of the following:
  1. PV modules which in PLG POWER’s absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than a PLG POWER authorized dealer; non-observance of PLG POWER’s installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of PLG POWER; power failure surges, lightning, flood, fire, accidental breakage or other events outside PLG POWER’s control.
  2. Cosmetic defects stemming from normal wear and tear of PV module materials.
  3. PV modules installed in locations, which in PLG POWER’s absolute judgment may be subject to direct contact with salt water.
- d) The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
- e) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

<sup>1</sup> “Minimum Peak Power” = Peak power minus the Peak power tolerance (as specified in the Product datasheet). “Peak power” is the power in peak watts that a PV module generates at STC (Standard Test conditions: Irradiance of 1000 W/m<sup>2</sup>, light spectrum AM 1.5g and a cell temperature of 25 degrees C)

**Limitation of Warranty Scope**

Subject to the limitations under applicable law, the limited warranties set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of PLG POWER, unless such other warranties, obligations or liabilities are expressly agreed to in writing signed and approved by PLG POWER.

PLG POWER 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 the product, including, without limitation, any defects in the module, or from use or installation. Under no circumstances shall PLG POWER be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded.

PLG POWER's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase price paid to PLG POWER by the customer, for the unit of product or service furnished or to be furnished, as the case may be, which gave rise to the warranty claim.

**Obtaining Warranty Performance**

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the PV-modules, or (b) any authorized PLG POWER distributor, of the claim in writing, or (c) send such notification to PLG POWER, 139, A-1 Shah & Nahar Ind. Est, Lower Parel (W), Mumbai-400013, India, directly. In addition, please enclose evidence of the date of delivery of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to PLG POWER for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by PLG POWER.