

LIMITED AND LINEAR WARRANTY

Applied to Solar modules manufactured by FS GREEN ENERGIES PRIVATE LIMITED



1. WARRANTED PRODUCTS

The document is released for articulating Product and Performance warranty for modules manufactured by FS GREEN ENERGIES PVT. LTD. (Hereafter called as FSGEPL). FSGEPL Modules are supplied with limited product and linear performance warranty.

The following models are covered under this warranty:

FST-M10.156G-XXX	FSP-M10.156W-XXX	FSP-M10.156B-XXX	FSP-M10.144G-XXX	FST-G12R.132G-XXX
FST-M10.144G-XXX	FSP-M10.144W-XXX	FSP-M10.144B-XXX	FSP-M10.132G-XXX	
FST-M10.132G-XXX	FSP-M10.132W-XXX	FSP-M10.132B-XXX	FSP-M10.120G-XXX	FST-G12R.120G-XXX
FST-M10.120G-XXX	FSP-M10.120W-XXX	FSP-M10.120B-XXX	FSP-M10.108G-XXX	
FST-M10.108G-XXX	FSP-M10.108W-XXX	FSP-M10.108B-XXX		FST-G12R.108G-XXX

2. LIMITED PRODUCT WARRANTY

FSGEPL Modules made with 108,120,132,144 and 156 cells have 12 years product warranty. The modules are warranted to be free from 'defects' in materials and workmanship under normal application, installation, usage and service conditions for a period of 12 (Twelve)Years starting from the 'warranty start date' (as defined in section 3 – Validity). If any module(s) fail to fulfill the warranty in this section 2, FSGEPL, at its sole discretion will either;

- Repair the Module(s)
- Replace the Module(s)
- Refund the depreciated purchase price paid by the customer for the module(s) as compensation

The following shall not be constituted under 'defects': Any deterioration in appearance of the product including any scratches, stains, mechanical wear, rust, spots, and aesthetic defects after delivery to the customer. These factors do not lead to deterioration in the operational capabilities of the module(s).

Claims in the event of glass breakage shall only be enforceable to the extent that there is no external cause of breakage; like natural or manmade.

The foregoing remedies shall be FSGEPL's sole and exclusive obligation, and the customer's sole and exclusive remedy, for any module(s)'s failure to conform to the Limited Warranty in this Section 2, and any repair or replacement shall not extend the warranty period set forth herein. Section 2 of warranty section does not warrant specific power output, it is exclusively covered in section 4 of the linear power warranty.

3. VALIDITY

The start date of this Limited and Linear Warranty ("Warranty Start Date") shall be defined as the earlier of either:

- a) The sales invoice date; or
- b) One (1) year after the module(s) was dispatched from FSGEPL's production facility.

This Limited and Linear Warranty shall be valid until a revised version is issued by FSGEPL. FSGEPL reserves the right to revise the warranty conditions without any prior notification.



4. WARRANTED POWER PERFORMANCE:

From the start of defined warranty date, the first year power performance of Topcon Cell Photovoltaic Solar module is 99%, after that from year two (2) till year thirty (30), the maximum degradation is 0.4% per year decrease from the nominal power output of the solar module and in the ending of 30th year with the 87.4% of the nominal power tested under STC of 25 °C, 1.5 AMG, 1000 W/m² as mentioned in the PV Module product datasheet. Solar module performance warranty table is attached in "Section 14" of this document.

The first year Power performance of Mono PERC Photovoltaic Solar Module is 98.00% after that from year two (2) till year thirty (30) the maximum degradation is 0.55% per year from the nominal power output of the solar module, in 30th year ending with the 82.05% nominal power tested under STC of 25 °C, 1.5 AM, 1000 W/m² as mentioned in the PV Module product datasheet.

The degradation Rate $DR = 1.00 - [(PO_{act}) / (P_{On})]$;

PO_{act} Actual Power at STC Conditions as mentioned in section 5; P_{On} = Nominal Power

5. LIMITED REMEDY:

Above and after the warranty start date as mentioned in section 2 of this document, FSGEPL further warrants if within the defined period in Section 3 above any Solar Module(s) power output goes less than the nominal power performance as printed on the on the original product label and the output power warranted in Section 14 Warranted Power (WP) and if such reduction in output power noticed below the WP due to any defect in materials or workmanship under normal application, use and service conditions, FSGEPL will remedy such decrease in power, at it's reasonable option by

- Repair the defective module or replace the module; or,
- Post taking corrective actions, to overcome the reduction in output power, FSGEPL to only provide additional module to the customer so that degraded power is compensated by additional modules. It shall be liability of the customer to mount additional PV module at his own cost and expenses

For determining the output power of the solar module, measurements must be based on the STC (Standard Test Conditions) of 1000W/m² irradiance with cell temperature of 25 °C and Air mass of 1.5AM light spectrum and the measurement shall be in accordance to the IEC 60904 standard and shall account for measurement system error based on the EN 50380 standard. The forgoing remedies shall be FSGEPL's sole obligation and the customer's remedy, for any module failure to confirm to the warranty in Section 3 and repair or replacement shall not extend the Warranty period set forth herein.

6. EXCLUSIONS AND LIMITATIONS:

In addition to any other exclusions, limitations or conditions set forth in this Limited and Linear Warranty, the following exclusions and limitations apply hereto:

- a) All warranty claims must be received within the applicable warranty period for this Limited and Linear Warranty to be effective.
- b) This Limited and Linear Warranty does not apply to any module which, in FSGEPL sole judgment, has been subjected to:

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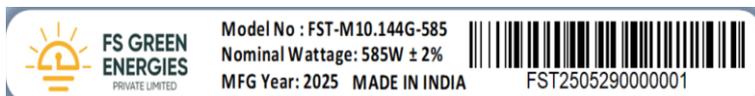
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- Failure to meet the agreed commercial terms with FS GEPL or its subsidiaries. In case that FS GEPL rejects the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;
- Misuse, tampering, abuse, neglect or accident
- Improper transportation, storage or handling
- Alteration, improper installation or application
- Removal and reinstallation at an alternate location
- Non-compliance with instructions in the installation manual
- Exposure to voltage in excess to the maximum system voltage at the lowest temperature of the place or power surges
- Repair or modifications by someone other than an approved service technician of FS GEPL
- Installation in direct contact with salt water, that is to say in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination resulting from exceptional exposure to salt water or other chemicals
- Power failure surges, lightning, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism or other events outside FS GEPL's control
- Negligence or willful misconduct or other improper acts or omissions of the customer, its employees or agents, or other third parties

c) The customer (and/or its Forwarding Company) shall be responsible for inspecting and accepting the modules delivered by FS GEPL. Any claim related and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by FS GEPL if these occur during delivery itself. In all other cases, damages should be claimed from the Forwarding Company or Insurance Company.

d) Warranty Claims will not be honored if the serial number is altered, removed, or made illegible.

The serial number should remain free from tampering for the warranty to be honored.



7. LIMITATIONS OF WARRANTY SCOPE:

a) Disclaimer

This limited warranty is expressly in place of and ignores all the other direct and indirect 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 FS GEPL, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by FS GEPL.

b) Limitation of Liability

To the maximum level permitted by the law applicable, FS GEPL shall have no responsibility or liability at all for damage or injury to person or property for any other type of loss or injury, results from any cause whatsoever arising out of related to any module including any type of defect in solar module, including



without laminations, during using or installation of Solar module(s). To the maximum extent permitted by applicable law, under no circumstances shall FS GEPL be liable for incidental, consequential or special damages, howsoever caused, even if FS GEPL has been advised of or reasonably could have foreseen such damages. Loss of use, loss of profits, loss of production and loss of revenues are hereby specifically, and without limitation, excluded to the maximum extent permitted by applicable law. Not with standing anything contained elsewhere in this document, FS GEPL 's aggregate liability, if any, for damages or otherwise shall not exceed the amount paid by the customer for the module that gave rise to the warranty claim.

8. WARRANTY CLAIM SUBMISSION AND VERIFICATION:

If the customer believes it has a justified claim covered by this Limited and Linear Warranty, and wishes to seek a remedy hereunder, the customer shall promptly contact the Customer Service Manager, by submitting written notification by registered mail or by sending an email, which will then provide instructions and a claim form for filing the claim. The claim form shall include the following information:

- Name and address of the CUSTOMER/End customer, INSTALLER resp. SELLER
- A copy of the invoice with reference to the claimed module serial numbers / module type or purchase agreement and installation agreement and Quantity of the respective PV-module(s).
- A copy of the installation test report following minimum requirements of IEC 62446 / IEC60364-6
- A copy of the periodical maintenance reports as recommended or required by regional regulations or legal requirements and acceptance protocol of handover after the installation was finished and the system connected to the grid with all relevant measured system data
- A copy of the Address of the place of installation of the respective PV-module, in as far as this address differs from the address of CUSTOMER / End customer
- A short but clear description of the problem at hand and what is claimed, as well as a short description of the tests which may have already been performed and with which tools, as well as their results.
- In particular, regarding a material defect: High quality pictures of the defective PV-module which show the defect including pictures of the system and surrounding environment
- In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry / layout (please see the installation documentation for this which you should have received from your INSTALLER) as well as the pictures of shadowing situation at the location
- The requested warranty performance and reason of claim, etc.
- The report of a warranty case is to be addressed to one of the Contact-Addresses of FS GEPL, listed as mentioned in section 15 of this document.

Deadline for claim submission:

A warranty case is to be reported within 1 week after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by FS GEPL shall be decisive. The deadline is met, if the report is received by FS GEPL via fax or email in advance.



9. SEVERABILITY:

If a part, provision or clause of this Limited and Linear Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect the validity or enforceability of any other part, provision or clause of this Limited Warranty or its applicability to any other person or circumstance, and to this end such other parts, provisions, clauses or applications of this Limited and Linear Warranty shall be treated as severable.

10. TECHNICAL DISPUTES:

If any dispute occurs between FSGEPL and Customer related to the validity of any claim under the warranty clauses, In this case an ISO 17025 accredited test laboratory which is recognized by FSGEPL shall be called upon to judge the claim of customer. Any measurement of solar module will be done under STC (Standard Test Condition) and according to the IEC60904 standards. All the expenses and fees associated in calling agencies like ISO 17025 accredited laboratories for the judgment of claim will be borne by losing party only. In this section 10 there is nothing contained which can stop one party from bringing any legal suit, action or proceeding against the other party before the courts of India.

11. MISCELLANEOUS:

The customer may have specific legal rights outside this warranty, and may also have other rights that vary from jurisdiction to jurisdiction. This limited or linear warranty does not affect any additional rights the customer may have under mandatory rules of law in its jurisdiction. However, the overall liability of FSGEPL under this shall not be more than 100% of the total price paid for any individual module. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, as a result of which the limitations or exclusions in this Limited and Linear Warranty may not apply to the customer. In the event that FSGEPL replaces any module under this Limited and Linear Warranty.

a) The replaced module shall become the property of FSGEPL and FSGEPL will deliver exact nominal power module to match the string design of PV. If FSGEPL has discontinued production of that particular size PV module, FSGEPL will replace the same size and same Pmax module within 50 days from complaint date.

12. WARRANTY TRANSFER:

This limited warranty is transferable to any other owner of the module in only condition when the modules installed remains at its original location. Any transferee is subject to all the exclusions, limitations and conditions set forth herein.

13. FORCE MAJEURE:

FSGEPL will not be liable in any way to the customer or any 3rd party for any non-performance due to acts of God, earthquakes and other natural calamities, war, riots, strikes, warlike conditions, plague and other epidemics, fire, flood, or any other similar cause of or circumstances beyond the reasonable control of FSGEPL. In such cases the warranty will be null and void.

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14. MODEL WISE WARRANTY:

Warranty	Topcon Dual Glass	PERC Glass to White Backsheet	PERC Glass to Transparent Backsheet	PERC Dual Glass
Product (Years)	12			
Performance (Years)	30	25	30	30

15. WARRANTED POWER PERFORMANCE TABLE:

TOPCON	
YEAR	WPPV (%)
YEAR 1	99.00%
YEAR 2	98.60%
YEAR 3	98.20%
YEAR 4	97.80%
YEAR 5	97.40%
YEAR 6	97.00%
YEAR 7	96.60%
YEAR 8	96.20%
YEAR 9	95.80%
YEAR 10	95.40%
YEAR 11	95.00%
YEAR 12	94.60%
YEAR 13	94.20%
YEAR 14	93.80%
YEAR 15	93.40%
YEAR 16	93.00%
YEAR 17	92.60%
YEAR 18	92.20%
YEAR 19	91.80%
YEAR 20	91.40%
YEAR 21	91.00%
YEAR 22	90.60%
YEAR 23	90.20%
YEAR 24	89.80%
YEAR 25	89.40%
YEAR 26	89.00%
YEAR 27	88.60%
YEAR 28	88.20%
YEAR 29	87.80%
YEAR 30	87.40%

MONO PERC	
YEAR	WPPV (%)
YEAR 1	98.00%
YEAR 2	97.45%
YEAR 3	96.90%
YEAR 4	96.35%
YEAR 5	95.80%
YEAR 6	95.25%
YEAR 7	94.70%
YEAR 8	94.15%
YEAR 9	93.60%
YEAR 10	93.05%
YEAR 11	92.50%
YEAR 12	91.95%
YEAR 13	91.40%
YEAR 14	90.85%
YEAR 15	90.30%
YEAR 16	89.75%
YEAR 17	89.20%
YEAR 18	88.65%
YEAR 19	88.10%
YEAR 20	87.55%
YEAR 21	87.00%
YEAR 22	86.45%
YEAR 23	85.90%
YEAR 24	85.35%
YEAR 25	84.80%
YEAR 26	84.25%
YEAR 27	83.70%
YEAR 28	83.15%
YEAR 29	82.60%
YEAR 30	82.05%

15. CONTACT INFORMATION:

Corporate Office:

FS Green Energies Pvt. Ltd.

Samanvay House, Beside Urmi Society,

Nr. Alkapuri Haveli, Jetalpur Road, Alkapuri,

Vadodara- 390007, Gujarat.

Manufacturing Unit:

FS Green Energies Pvt. Ltd.

Survey No 160, Karjan Sadhli Road,

Juni Jithardi Village, Karjan, 391240, Gujarat.