

ECE (India) Energies Private Limited

LIMITED AND LINEAR WARRANTY CERTIFICATE

This Limited Warranty Certificate (hereinafter referred to as the "Warranty Certificate") applies to Solar Photovoltaic Module(s) (hereinafter referred to as the "Module(s)") supplied by ECE (India) Energies Private Limited (hereinafter referred to as "ECE").

Thank you for giving ECE (India) an opportunity to serve with high efficient Solar PV Modules whose warranty Limited Warranty terms and condition terms set forth herein below.

A. FORCE MAJEURE

ECE (India) Energies Private Limited shall not be responsible or liable in any way to the Customer or any third party for any non-performance or delay in performance of any terms and conditions of this Linear Warranty Statement, due to

- a. Acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters.
- b. Explosions or accidents, air crashes and shipwrecks; strikes, lock-outs, civil disturbances, curfew etc.
- c. War or enemy action or terrorist action.
- d. Change in laws, rules and regulations, injunctions or stay granted by court of law or interim order.

- e. Any event or circumstances analogous to the foregoing which is beyond the reasonable control of ECE (India). In such cases, this Limited and Linear Warranty shall be null and void from the date of occurrence of any event of force majeure.

B. CRITERIA

This Warranty Certificate is offered to

- a. who Purchase PV module(s) from ECE (India) and have valid Associated Channel Partner certificate and
- b. who Purchase PV module(s) from ECE (India) or its Associated Channel Partner and use it for power generation

C. WARRANTY START DATE

Warranty start from date of tax invoice issued by ECE (India) to first purchaser

D. LIMITED PRODUCT WARRANTY

ECE (India) hereby warrants to the Customer that the PV Module(s) shall be free from defects in materials and workmanship that have an effect on the PV Module(s) functionality under normal application, installation, usage and service conditions as specified in ECE (India) "User Manual" Standard product documentation ("User Manual"), for a period ("Product Warranty Period") of:

- a. Twelve (12) years for PV Module(s) with outputs of 350Wp or above; and
- b. Ten (10) years for PV Module(s) with outputs of 250Wp to 350Wp; and
- c. Five (5) years for PV Module(s) with outputs below 250 Wp

If, during the Product Warranty Period commencing from the Warranty Start Date (as mention in B), any PV Module(s) fails to conform to the limited product warranty mentioned above, hereinabove, ECE (India) will, at its sole discretion, either:

- a. Repair the defective PV Module(s)
- b. Replace the defective PV Module(s) with a similar module(s)
- c. Refund the purchase price of the defective PV Module(s) in terms of Credit Note without any interest or any charge, as calculated by considering 5% depreciation per year on the original price of the said PV Module(s) or the

then prevailing price of similar PV Module(s) whichever is lower. The price computed every year after charging aforementioned depreciation on the original price of the PV Module(s) shall hereinafter be referred to as the "Residual Price" of the PV Module(s).

- d. Provide supplementary PV Module(s) free of charge to the Customer, for the balance Product Warranty Period. This warranty is subject to the exclusions and limitations as mentioned in the Warranty Certificate.
- e. ECE (India) hereby clarified that this Limited Warranty shall exclude breakage of the front glass and back surface of the Module(s) due to external shock from flying objects or external stress/influence or due to mishandling of PV Module(s) on site.
- f. The foregoing remedies shall be ECE (India's) sole and exclusive obligation, and the Purchaser's sole and exclusive remedy, for any PV Module(s)'s failure to conform to the limited product warranty mentioned in this Clause D of the Limited Warranty Certificate, and any repair or replacement shall not extend the Product Warranty Period set forth herein. The limited product warranty in this Clause D does not warrant a specific power output, which shall be exclusively covered under Clause E (Limited Power Warranty) of the Warranty Certificate.

E. LIMITED POWER WARRANTY

ECE (India) provides,

- a. Thirty (30) years for PV Module(s) with outputs of 350Wp or above; and
- b. Twenty-five (25) years for PV Module(s) with outputs of 250 Wp to 350 Wp; and
- c. Ten (10) years for PV Module(s) with outputs below 250Wp

limited and conditional warranty ,hereinafter referred to as " Power Output Warranty" with respect to power output, starting from the Warranty Start Date which shall be as per below :

FOR MULTI CRYSTALLINE MODULES:

During the first year, will exhibit a power output no less than 97.5% of the peak power under Standard Testing Conditions.

From 2nd to 25th year, the power output will decline annually by no more than 0.7% of the peak power under the Standard Testing Conditions. So at the end

of 25 (Twenty-five) years, at least 80.70% of peak power at Standard Testing Conditions of 25°C, 1.5 AMG,1000 W/m2 can be achieved from the Warranty Start Date subject to, and under standard ECE (India) test conditions. The degradation pattern is as mentioned in following table for multi crystalline modules and is Applicable for all Series of 1000 V & 1500 V.

Year	Rate of Degradation (in %)	Power Output (in %)
1	2.50%	97.50%
2	0.70%	96.80%
3	0.70%	96.10%
4	0.70%	95.40%
5	0.70%	94.70%
6	0.70%	94.00%
7	0.70%	93.30%
8	0.70%	92.60%
9	0.70%	91.90%
10	0.70%	91.20%
11	0.70%	90.50%
12	0.70%	89.80%
13	0.70%	89.10%
14	0.70%	88.40%
15	0.70%	87.70%
16	0.70%	87.00%
17	0.70%	86.30%
18	0.70%	85.60%
19	0.70%	84.90%
20	0.70%	84.20%
21	0.70%	83.50%
22	0.70%	82.80%
23	0.70%	82.10%
24	0.70%	81.40%
25	0.70%	80.70%

FOR MONO/MONO PERC CRYSTALLINE MODULES:

During the first year, will exhibit a power output no less than 98% of the peak power under Standard Testing Conditions.

From 2nd to 30th year, the power output will decline annually by no more than 0.5% of the peak power under the Standard Testing Conditions. So at the end

of 30 (Thirty) years, at least 83.50% of peak power at Standard Testing Conditions of 25°C, 1.5 AMG.1000 W/m² can be achieved from the Warranty Start Date subject to and under standard ECE (India) test conditions. The degradation pattern is as mentioned in following performance table for mono or mono perc crystalline modules and is Applicable for all Series of 1000 V & 1500 V.

Year	Rate of Degradation (in %)	Power Output (in %)
1	2.00%	98.00%
2	0.50%	97.50%
3	0.50%	97.00%
4	0.50%	96.50%
5	0.50%	96.00%
6	0.50%	95.50%
7	0.50%	95.00%
8	0.50%	94.50%
9	0.50%	94.00%
10	0.50%	93.50%
11	0.50%	93.00%
12	0.50%	92.50%
13	0.50%	92.00%
14	0.50%	91.50%
15	0.50%	91.00%
16	0.50%	90.50%
17	0.50%	90.00%
18	0.50%	89.50%
19	0.50%	89.00%
20	0.50%	88.50%
21	0.50%	88.00%
22	0.50%	87.50%
23	0.50%	87.00%
24	0.50%	86.50%
25	0.50%	86.00%
26	0.50%	85.50%
27	0.50%	85.00%
28	0.50%	84.50%
29	0.50%	84.00%
30	0.50%	83.50%

FOR TOPCON CRYSTALLINE MODULES:

During the first year, will exhibit a power output no less than 99% of the peak power under Standard Testing Conditions.

From 2nd to 30th year, the power output will decline annually by no more than 0.4% of the peak power under the Standard Testing Conditions. So at the end of 30 (Thirty) years, at least 89.4% of peak power at Standard Testing Conditions of 25°C, 1.5 AMG.1000 W/m² can be achieved from the Warranty Start Date subject to and under standard ECE (India) test conditions. The degradation pattern is as mentioned in following performance table for Topcon crystalline modules and is Applicable for all Series of 1000 V & 1500 V.

Year	Rate of Degradation (in %)	Power Output (in %)	Year	Rate of Degradation (in %)	Power Output (in %)
1	1.00%	99.00%	16	0.40%	93.00%
2	0.40%	98.60%	17	0.40%	92.60%
3	0.40%	98.20%	18	0.40%	92.20%
4	0.40%	97.80%	19	0.40%	91.80%
5	0.40%	97.40%	20	0.40%	91.40%
6	0.40%	97.00%	21	0.40%	91.00%
7	0.40%	96.60%	22	0.40%	90.60%
8	0.40%	96.20%	23	0.40%	90.20%
9	0.40%	95.80%	24	0.40%	89.80%
10	0.40%	95.40%	25	0.40%	89.40%
11	0.40%	95.00%	26	0.40%	89.00%
12	0.40%	94.60%	27	0.40%	88.60%
13	0.40%	94.20%	28	0.40%	88.20%
14	0.40%	93.80%	29	0.40%	87.80%
15	0.40%	93.40%	30	0.40%	87.40%

In any event, all warranty claims with respect to the PV Module(s) must be filed in accordance with the instructions outlines in Clause E (Verification and Warranty Claim Submission) of this Limited Warranty Certificate, within the applicable warranty period (Product Warranty Period or Power Warranty Period, as the case may be)

d. WARRANTY EXCLUSION

In addition to any other exclusions, limitations or conditions set forth in this Certificate, the Limited Warranty does not apply to any PV Module(s) which, in ECE (India's) sole judgment, has been subjected to:

- a. failure on part of the Purchaser /EPC Contractor/ Associate Channel Partner to pay complete purchase price with respect to the PV Module(s) purchased, to ECE (India) (including subsidiary of ECE (India)); even if the PV Module(s) has been purchased by the Purchase from the EPC Contractor/ Associated Channel and the EPC Contractor/ Associated Channel defaults in payment of the purchase price.
- b. misuse, tampering, vandalism, abuse, omissions, neglect or accident;
- c. Negligent maintenance or non-performance of the periodic functional checks of the PV Module(s) in the manner prescribed by ECE (India) from time to time.
- d. damage caused to the PV Module(s) due to installation of the cables which is contrary to the guidelines specified in the "User Manual" provided by ECE (India) to the purchaser or damage caused to the cable because of abrasion on a rough surface due to insufficient fixing or unprotected running of the cable over sharp edges
- e. damage to the PV Module(s) caused by animals;
- f. freezing up of the aluminum frames where the installation of the PV Module(s) is not done according to the guidelines specified in the "User Manual"
- g. installation of PV Module(s) on mobile units (except photovoltaic tracking systems), such as vehicles, ships or offshore-structures;
- h. defects/failures caused by removal from the original place of installation;
- i. alteration, disassemble, improper attachment, installation, re-installation or application of PV Module(s);
- j. non-compliance with instructions provided in the User Manual
- k. Repair, modifications or movement of the PV Module(s) by someone other than a licensed service technician or installer approved by ECE (India).
- l. 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 exposure to salt water, acid rain, pollution, smoke or any chemicals;

- m. Power failure surges, lightning strike, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism, war, riots, strikes and other unforeseeable events or any other force majeure events outside ECE (India's) control. In such cases, performance by ECE (India) manufactured module(s) of this Limited Warranty shall be suspended, without any liability whatsoever;
- n. exposure to voltage in excess to the maximum system voltage or power surges;
- o. negligence or willful misconduct or other improper acts or omissions of the Customer, its employees or agents, or other third parties;
- p. failure caused by surrounding equipment of the PV Module(s);
- q. Usage of the PV Module(s) under unusual conditions or environment (such as high temperature, high humidity, etc.) that deviate from the product specifications and User Manual;
- r. use of PV Module(s) for any purpose other than for generation of solar power;
- s. usage of the module in connection with any third party photovoltaic modules or PV Module(s) of ECE (India), that are a different model or have different power output specifications, without express prior written approval from ECE (India)
- t. once the PV Module(s) has been delivered by ECE (India), any defects caused to the PV Module(s) thereafter, during any subsequent transportation or due to storage and handling conditions that are non-compliant with/in violation of the transportation and/or storage rules prescribed under the relevant law/applicable regulations for the time being in force, or which are specified by ECE (India)
- u. Use of PV Module(s) in such manner as to infringe ECE (India's) or any third party's intellectual property rights (e.g. Patents, trademarks). This Limited Warranty is only applicable to the sale of the PV Module(s) in India. Any subsequent sale, outside India shall not be entitled to avail the benefits of this Limited Warranty.
- v. This warranty does not apply to any deterioration in appearance due to naturally occurred scratches, stains, mechanical wear, rust, mold, degradation, discoloring, and other alteration that occurred after shipment from ECE (India) factory but do not affect the power generation performance or mechanical strength of the Modules.

- w. Hotspot, snail trail, optical degradation, or other cosmetic and environmental effects shall not constitute a warranty claim
- x. Use of paints or other chemicals, pollutants, etc. on the PV Module(s).
- y. defective components used in the construction of the platform on which the PV Module(s) is mounted;
- z. Breakage of laminates when mounted on non-approved mounting/framing system.

This Limited Warranty does not cover any costs associated with onsite labor and any cost associated with the installation, removal or re-installation, shipping, insurance or transportation of any PV Module(s) or any components thereof which are been provided by ECE (India) in replacement or during the service of customs clearance or any other costs for the return of any PV Module(s) (except as explicitly set forth in Clause G (Verification and Warranty Claim Submission) of this Certificate.

The warranty claims will not be honored by ECE (India) if the type or serial number of the concerned PV Module(s) has been altered, changed, erased, removed or made illegible. Further, serial number on the PV Module(s) or back label should remain free from tampering for the warranty to be honored by ECE (India).

The Original End-User shall be responsible for inspecting and accepting the PV Module(s) delivered by ECE (India). Any claim related and/or linked to damages in the packaging such as impacts on pallets, etc. caused during transit of the Module(s) by ECE (India) will be accepted by ECE (India). ECE (India) will not be liable to satisfy any claim with respect to the PV Module(s) arising after the said PV Module(s) is delivered to the purchaser's at the address specified by the purchaser.

e. VERIFICATION AND WARRANTY CLAIM SUBMISSION

If the Buyer or permitted assigns of the Module(s) feels that they have a justified claim covered under this Warranty Certificate, such person shall send a written notification within 30 (Thirty) days of discovery of the defect giving rise to the warranty claim. Such written notification shall be sent directly to ECE (India) at their registered office address : F 27, Nh6, Express Highway, Amravati MIDC, Amravati 444604 , Maharashtra, India or by electronic mail to info@eceindia.com or may write the same to an authorized ECE (India) Relationship Manager or nearest Associated Channel Partner's Office. The Warranty could be claimed only by the Purchaser, at one time for one cause, as the case may be and not by both, or twice.

The warranty claim shall be supported with the corresponding serial numbers, photographs of the Module(s), date on which the Module(s) have been purchased, original invoice, place of purchase, name of Associated Channel Partner and details of previous claims made, if any, and nature of such claims. ECE (India) will not accept any returned Module(s) without a prior lodged compliant or a prior written authorization given by ECE (India). Any false information in the warranty claim shall result in rejection of the claim without prejudice to ECE (India's) further remedies under the law.

Any claim that accrued within the relevant term of "Product Warranty and/or Power Output Warranty" but brought even a single day after the expiry of the term of Product Warranty and/or term of Power Output Warranty shall not be entertained by ECE (India) and purchaser thereby discharges ECE (India) unconditionally against any claims of whatsoever nature with respect to the Module(s) covered under this Warranty Statement.

After Replacement, the Module(s) with replaced Module(s) shall become the sole and exclusive property of ECE (India). In case of replaced Module(s), the Warranty is available only for the remaining term and the term of warranty shall not will start from the date of replacement of Module(s).

ECE (India) will, at its sole discretion, use its own equipment under Standard Testing Conditions or use a neutral third party for testing performance of Module(s), whichever agreed by the Purchaser, for which claim has been raised. If the results of such test prove beyond doubt that the Module(s) is/are not providing the warranted percentage of its specified minimum power output during the term of Product Warranty and/or term of Power Output Warranty, then ECE (India) will, at its sole option either (i) to repair; or (ii) to supply similar Module(s) as replacement; or (iii) to provide supplementary Module(s) to bring the aggregate power output to the warranted percentage of the power output. This is subject to Warranty Exclusions. Repair or supply of Module(s) shall be performed free of charge only if the Module(s) is/are found to have manufacturing defect or short in output proved through the aforesaid test. Since the test(s) is/are performed by consent of purchaser, ECE (India) / selected third party's inspections and tests shall be final and decisive for the existence or non-existence of the defect, non-conformity and/or output shortage. In case the Purchaser, decides to engage a neutral third party to conduct the tests, the cost of conducting such tests and the shipping charges for any allegedly detected Module(s) shall be paid by the Buyer and in case the manufacturing defect

is proved in such tests, ECE (India) shall reimburse the cost completely paid by the purchaser subject to minimum amount which is generally charged for such tests.

f. TECHNICAL DISPUTE

In the event of any dispute between ECE (India) and the Purchaser (collectively referred to as the “Parties”) with respect to the validity of any Warranty Claim made under this Limited Warranty, an ISO 17025 accredited test laboratory recognized by ECE (India) at its sole and absolute discretion shall be called upon to judge the said Warranty Claim. All the measurement will be conducted in accordance with IEC/BIS standards and under Standard Test Conditions. All fees and expenses associated with engaging such laboratory/institute shall be borne by the Parties in equal proportion. Nothing contained in this Clause H shall preclude either of the Parties from instituting any legal suit, action or proceedings against the other party before the courts of India.

g. SEVERABILITY

If any part, provision or clause of this Warranty Statement or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Warranty Statement, and to this end such other parts, provisions, clauses or applications of this Warranty Statement shall be treated as severable.

h. WARRANTY TRANSFER

Notwithstanding anything to the contrary in this Warranty Statement, the warranties provided herein shall apply only so long as the Module(s) warranted hereby are owned by the purchaser who has purchased the Module(s) for its, his, or her own use and not for purposes of resale, lease or any other form of alienation. However, this warranty may be transferred or transmitted by obtaining a prior written consent of ECE (India), provided that the Module(s) remain(s) installed continuously "as it is" including the place of installation at the time of registration of warranty or claim submission. Any transferee is subject to all the exclusions, limitations and conditions set forth herein.

i. GOVERNING LAW

This Limited Warranty shall be governed by and construed in accordance with the laws of India and the Courts at Amravati, Maharashtra shall have the exclusive jurisdiction over any claim or dispute arising under or in connection with this Limited Warranty. This clause shall override any governing law and jurisdiction clause contained in any purchase order or contract related to the concerned PV Module(s).

j. DISCLAIMERS

ECE (INDIA) HEREBY MAKES NO WARRANTIES, EXPRESS OR IMPLIED IN RESPECT OF THE MODULE(S) OTHER THAN THE WARRANTIES MADE HEREIN, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE/ USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECE (INDIA) UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY ECE (INDIA). ECE (INDIA) OR ITS DIRECTORS OR ITS EMPLOYEES SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OR LOSS OF USE OF OR FAILURE OF THE MODULE(S) AS WARRANTED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SERVICES, LOSS OF PROFITS OR SAVINGS, GOODWILL AND EXPENSES ARISING OUT OF THIRD-PARTY CLAIMS.

k. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECE (INDIA) HEREBY DISCLAIMS, AND 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 OF ITS MODULE(S) OR THEIR USE. ECE (INDIA) UNDER NO CIRCUMSTANCES SHALL BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE MODULE(S), EVEN IF ECE (INDIA) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECE (INDIA'S) AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED

THE PURCHASE PRICE PAID TO ECE (INDIA) BY THE BUYER FOR THE MODULE(S) THAT GAVE RISE TO THE WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE WARRANTY CERTIFICATE AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE MODULE(S) WOULD BE SUBSTANTIALLY DIFFERENT.

ECE (INDIA) ENERGIES LIMITED