

LIMITED AND LINEAR WARRANTY FOR PV MODULES



PRODUCT & PERFORMANCE WARRANTY

Thank you for purchasing a SOVA PV module manufactured by SOVA Solar Limited

1. WARRANTED PRODUCTS

Limited Warranty statement outlines the warranty obligations to the Photovoltaic Solar Modules (MODULES) manufactured and sold by Sova Solar Limited the warranty is valid only if the installation and service guidelines are strictly followed as per the product manual.

Module model number covered under this warranty are mentioned in the table below.

Family	Model Name		
	Mono-facial Glass to White Back-sheet & Glass to Transparent Back-sheet	Glass to Glass_Mono Perc	Glass to Glass_TOPCON
144 Cells	SS555144HCMP - SS490144HCMP	SS550144HCBP - SS495144HCBP	SS580144HCGT – SS530144HCGT
132 Cells	SS505132HCMP - SS455132HCMP	SS505132HCBP - SS455132HCBP	SS545132HCGT – SS500132HCGT
120 Cells	SS455120HCMP - SS410120HCMP	SS455120HCBP - SS410120HCBP	SS495120HCGT - SS450120HCGT
108 Cells	SS410108HCMP - SS370108HCMP	SS410108HCBP - SS370108HCBP	SS445108HCGT – SS400108HCGT
96 Cells	SS365096HCMP - SS330096HCMP	SS365096HCBP - SS330096HCBP	SS395096HCGT - SS355096HCGT
72 cells	SS275072HCMP - SS250072HCMP	SS275072HCBP - SS250072HCBP	SS295072HCGT - SS270072HCGT

❖ As technology advances, the company will introduce and incorporate new models with higher wattage from time to time.

2. LIMITED PRODUCT WARRANTY

- (a) Sova Solar Limited warrants its Modules to be free from defects in material and workmanship under normal use, application, installation and service conditions.
- (b) Warranty duration shall be 12 years from the date of sale as per the invoice issued to the customer.
- (c) Sova Solar Limited shall have sole discretion to decide whether the defective Module, is to be repaired, replaced or refunded, based on the Module's condition and other relevant factors. There same is beyond the scope of the customer and shall be exclusively taken by the manufacturer.
- (d) Sova Solar Limited warrants the functioning of the module set up and for that matter they shall have the sole discretion to change the module and its configuration installed to obtain the warranted power delivery.

3. LIMITED PEAK POWER WARRANTY

The manufacturer warrants a peak power warranty of 25 years in the manner as follows

- A. 90% of the minimum "Peak Power at STC" as specified in the flash report would be obtained up to the first 12 years of the warranty PERIOD.
- B. Up to 80% of the minimum "Peak Power at STC" specified in the flash report would be obtained for the rest 13 years of the entire 25 years of the warranty PERIOD.

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4. EXCLUSIONS AND LIMITATIONS

No warranty shall be applicable under the following conditions:

- (a) Negligence, Misuse or Improper Maintenance
- (b) Unauthorised repairs or modifications made by the Customer or a third party without prior written intimation to and approval from Sova Solar Limited.
- (c) Any change in the positioning of the modules in any manner without prior written intimation to Sova Solar Limited and without the presence of Sova Solar Limited officials or an authorized representative, as well as any alteration in the aesthetics of the product, whether intentional or unintentional, shall not be covered under the warranty. Post-installation, any uninformed and/or unauthorized change in the position or repositioning of the module(s), including but not limited to the aforementioned changes, without prior written intimation and approval from Sova Solar Limited, shall be considered a breach of the warranty.
- (d) Serial Number tampered or missing.
- (e) Natural wear and tear or deterioration in appearance occurred due to scratches, stain, mechanical wear, rust, mold, degradation, discolouring or any other alteration that have occurred after the installation of the said the MODULES.
- (f) Where the customer has not properly inspected the MODULE(S) while accepting the delivery,
- (g) Costs incurred with on-site labour or any associated cost which include but not limited to installation, removal, reinstallation, shipping or transportation of the MOUDLE(S) or any other component.
- (h) Damages caused due to Act of God which include but not limited storms, cyclone, flood, lightning, earthquakes. This also includes any kind of civil unrest as a result of war, riots, and unforeseen or unavoidable that are not caused by the Manufacturer.
- (i) Defects or failures caused by devices and/or pats other than the MODULE(S) or by mounting methods of such device.
- (j) Any damages caused by the faulty wiring.
- (k) Any damages caused by the sudden surge of power, or exposure to voltage in excess of Maximum system Voltage.
- (l) Damage caused by removal form the original place of installation.
- (m) Damage caused by third party
- (n) Damage caused due to non-compliance of user manual, maintenance manual.
- (o) Damage caused due the external malfunctioning of third party components which include but not limited to batteries malfunction, faulty electric wiring.
- (p) Damage caused by animals, vegetation growth or pest.
- (q) Damages caused due to, including but not limited to, improper maintenance, particularly due to the accumulation of dust or droppings etc.
- (r) Damages caused due to faulty installation.
- (s) Snail trails and other similar proven aesthetic issue which do not have any effect in power delivery and which do not cause any power degradation are not covered under warranty.

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- (t) Any defect which do not effect the power generation capacity within the warranty period shall be excluded.
- (u) The Warranty is provided over the generation capacity of the modules and unless there is a degradation / loss / decrease of power generation by the modules, the warranty shall not be invoked.

5. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law of India here by disclaims the following

- (a) Sova Solar Limited shall not, under any circumstances, be liable to the buyer or any third party for any loss, including but not limited to injury, damage to any person or property, or death, resulting from the use of the MODULE(S).
- (b) The Proper Operation and Maintenance is to be made by the Purchaser and the reports generated and informed to Sova Solar Limited. Poor O&M shall make the entire warranty ab initio.
- (c) Sova Solar Limited under no circumstances shall be liable to the buyer or any third party claiming 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).
- (d) If any damages or otherwise, shall not exceed the purchase price paid by the customer in case of the warranty claim.
- (e) If there is any dispute regarding the power output of MODULE(S), then an independent testing laboratory shall conduct the test to determine the root cause. The root cause shall be determined by an independent laboratory based on a joint decision by the Customer and Sova Solar Limited. Upon analysis of the root cause, if the issue lies solely with Sova Solar Ltd., only in such a scenario shall the warranty be invoked.
- (f) If any such test is conducted the customer must bear all the expense of the test which may include but not limited cost of removal of MODULE(S), Transportation and reinstallation.

6. LIMITATION OF WARRANTY SCOPE

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 Sova Solar Limited, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved By Sova Solar Limited.

A warranty case is to be reported within 7 days after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by Sova Solar Limited shall be decisive. The deadline is met, if the report is received by Sova Solar Limited via fax or email in advance. Any warranty claim beyond 7 days shall be deemed to be null and void.

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Notwithstanding anything to the contrary contained herein, this warranty shall be deemed void ab initio in the event of any damage caused to the module/units arising from any cause other than those specifically stipulated and covered under this warranty agreement

7. EXCEPTIONS

The limited warranties (Product Warranty and Power Warranty) outlined herein do not apply to any solar module that has been subjected to:

- (a) Negligence during transportation, handling, storage, or use.
- (b) Tampering or unauthorized repair without prior written consent from manufacture Solar, or repairs performed contrary to Sova Solar's written instructions.
- (c) Relocation from the original installation site and reinstallation at a different location without Sova Solar's prior written approval.
- (d) Extraordinary exposure to salt or chemicals beyond standard environmental conditions.
- (e) Improper system design, including but not limited to any type of shading on the panels leading to performance degradation or failure.
- (f) Exposure to voltage exceeding the allowable system voltage at the lowest location temperature, or power surges.
- (g) Incorrect installation, application, alteration, or service.
- (h) Defective structural components used for mounting the module.
- (i) Damage from pests, flooding, fire, direct or indirect lightning strikes, or any other force majeure event.
- (j) Offshore or marine installations with direct saltwater exposure, such as installations on piers or boats.
- (k) Mold discoloration or other external environmental effects.
- (l) Accidental breakage, vandalism, explosions, acts of war, or any other event beyond Sova Solar Limited's control.
- (m) Non-compliance with the Installation Manual or other written guidelines as shared by Sova Solar Ltd.
- (n) Failure to meet the agreed commercial terms.
- (o) Design and installation performed by entities not adhering to relevant IEC standards, including IEC 63049, IEC TS 62738, IEC 63049, and IEC 62446-1.
- (p) This Limited Product Warranty does not cover cosmetic changes in appearance resulting from normal wear and tear over time.
- (q) Any power loss or performance degradation due to cracks in the solar cells caused by negligence during transportation, installation, or operation and maintenance of the solar panels, but not limited to these factors, is not covered under this warranty.

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- (r) Any manhandling of the PV Cell Modules whether single or as an entire unit, including but not restricted to damages caused due to stackings, harsh weather conditions, non exposure to sunlight for both short or prolonged times, handling during storage, etc.
- (s) The warranty shall be deemed void in case of any damage caused to the module/units for any reason, including but not limited to the conditions specifically mentioned under Clause 4 (Exclusions and Limitations) and Clause 7 (Exceptions).
- (t) Warranty shall be deemed to be void in case the sova solar ltd officials are not informed of the dispute / damage / malfunction within 24 hours of the arousal of the same. Decision of Sova Solar Ltd. Shall be final and binding in case of any disputed.
- (u) Warranty does not include any attachments / accessories which have been added by the purchasers and warranty is strictly on the products exclusively sold by Sova Solar Limited
- (v) Sova Solar Limited in any circumstances shall not be liable to the buyer or any third party for any consequential loss including but not limited to death due to electrocution or any other hazards of any person or any loss, injury or damages to any person or property by the use of MODULE whether for any man handling or whether for any reasons advertant or inadvertent.

8. REPAIR, REPLACEMENT OR REFUND

If the product fails to conform to the warranties set forth above, at its sole discretion, will undertake any one of the following options:

- (a) Repair the product, or
- (b) Replace the product, or
- (c) Provide additional modules to make up the total wattage loss, or as compensation, will refund the depreciated price of the solar module at the time of payout or the time of purchase, whichever is lower , or
- (d) Provide an appropriate salvage value of the defective product(s) as compensation.

* For options (c) & (d) above, the Wattage loss and salvage value shall be calculated based on the front-side power rating as per the following formulae:

1. Wattage Loss = $S1 - S2$

2. Depreciated Price = $MP * Wattage Loss$

3. Salvage value = $MP \times NP \times R/L$

Where,

- $S1$ = Sum of the remaining theoretical power of defective modules as per warranty terms (in Watt)
- $S2$ = Sum of the actual power measured at STC condition, of the defective modules (in Watt)
- MP = Market price at the time of payout or the time of purchase, whichever is lower. (price of same technology module per Watt-peak)
- NP = Original guaranteed nameplate power (based on front-side illumination)
- R = Remaining warranty period
- L = Total warranty period

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All remedies shall be based upon the warranted power output of the module at the reporting time of the warranty claim

If manufacturer opts repair as the remedy, this shall cover reasonable material and labour costs related to the repair. The costs and expenses for the removal, installation or reinstallation of the module shall remain with the Buyer.

Any repair or replacement of an affected product shall not increase the applicable warranty period. The warranty period for replaced or repaired product is the remainder of the warranty for the affected product.

Manufacturer reserves the right to deliver a similar product (of similar size, colour, shape, and/or power output) in replacement of the returned product should the production of the returned model be discontinued or is otherwise unavailable. Ownership of all products which have been replaced is passed to manufacturer.

Defective Products or end of lifetime Products shall be disposed of by the buyer (if legally permissible) accordance with local applicable laws or regulations, unless manufacturer agrees or where legally mandatory takes them back. If manufacturer decides or where legally mandatory takes the defective products back, the goods property of these products shall belong to manufacturer without any limitation.

9. CLAIM PROCEDURE

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall submit such claim including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs (including but not limited to photos of the installation, cleaning and maintenance records, and generation data of at least 1 year or since the installation date if installed within 1 year) in writing to SOVA within the applicable warranty period specified above.

SOVA SOLAR LIMITED
LAYOUT PLOT NO 25, EPIP BANSKOPA, DURGAPUR, Bardhaman, West Bengal, 713212
Email – customersupport@sovasolar.com , info@soavsolar.com

Any Claim of warranty is to be mandatory raised by physical hard copy claim to the above address along with a electronic advance copy of claim intimation.

10. EXCLUSION AND LIMITATIONS

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

Example of serial number.



Any extension of warranty shall be chargeable as per the desecration of Sova Solar Limited.

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11. SEVERABILITY

If a part provision or clause of this “Limited Warranty for PV MODULE(S)”, or the application thereof to any person or circumstance is held invalid void or unenforceable, such holding shall not affect and shall leave all other parts provisions, clauses or applications of this Limited Warranty Agreement, and to this end such other parts provisions, clauses or applications of this Limited Warranty Agreement shall be treated as severable.

12. JURISDICTION AND DISPUTE RESOLUTION

The limited warranty agreement shall be governed under and by the laws of India and the any dispute arising between the manufacturer and customer shall first be taken to mediation and then be placed before the learned courts of Kolkata, which shall have exclusively jurisdiction over the subject matter.

13. RIGHTS TO MODIFY WARRANTY TERMS

Sova Solar Limited reserves the right to modify or update the warranty agreement in response to the changes in industry standards or regulation. Such changes will be notified to the customer through their email ids. Such changes will apply prospectively and not retroactively to MODULE(S) already sold.

14. WARRANTY ASSIGNMENT

This Limited Warranty is transferrable to a party taking legal title to the module provided that the module remains installed in its original installation location, subject to the following conditions:

- a. The warranty shall be transferred on an 'as-is, where-is, whatever-there-is' basis.
- b. The transfer must be communicated in writing via electronic mail at least 72 hours in advance.
- c. The Warranty shall be transferred strictly for the remaining unexpired period of warranty.

15. FORCE MAJEURE

“Force Majeure” shall mean any event beyond the reasonable control of Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

(I) war, hostilities or war like operations (whether as state of war be declared or not), invasion, act of foreign enemy and civil war,

(II) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts,

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(III) confiscation, nationalization, mobilization, commandeering or requisition by or under the order the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority,

(IV) sabotage, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague; but does not include any strike/ lockout and any type of agitation/gherao/dharna by local communities causing restriction/blockade to the 'right of way' to the site or causing hindrance to the working of the Project,

(V) earthquake, landslide, volcanic activity, fire, flood/ flash flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster; but does not include incessant rain.

(VI) Shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure.

(VII) Restrictions imposed by the government, including but not limited to travel bans or prohibitions preventing personnel from accessing other countries where the modules were previously installed.

(VIII) Any other condition(s) specific to the opportunity.

16. SAFETY AND INSTALLATION INSTRUCTION

The installation and handling of PV modules requires professional skills and should only be performed by qualified professionals And in accordance to the installation manual as given by Sova Solar LTD. Please read the safety and installation instructions before using the modules. To the maximum level permitted by the law applicable, Sova Solar 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 limitation during using or installation of Solar module. To the maximum extent permitted by applicable law, under no circumstances shall Sova Solar be liable for incidental, consequential or special damages, howsoever caused, even if Sova Solar 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. Notwithstanding anything contained elsewhere in this document, Sova Solar'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.

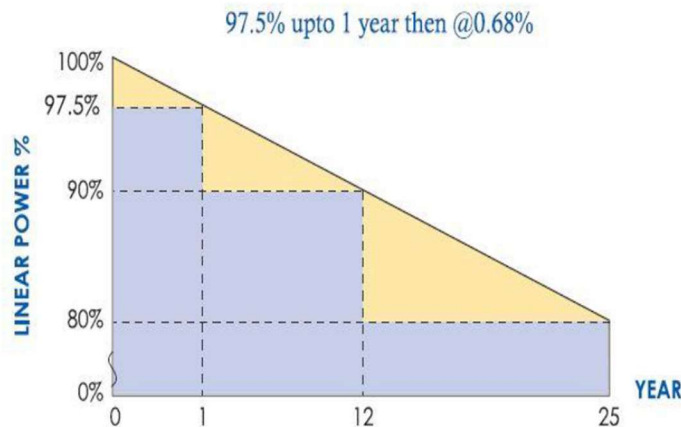
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17. WARRANTED POWER PERFORMANCE TABLE (WPPT)

Warranted Power Performance Table applicable for Mono-facial & Bi-facial (Glass to White Back sheet, Transparent Back sheet, Glass_Mono perc, Glass_Topcon)

Year	1	2	3	4	5	6	7	8	9	10	11	12
WPPT %	97.5	96.8	96.2	95.5	94.9	94.2	93.6	93.0	92.3	91.7	91.1	90.4

Year	13	14	15	16	17	18	19	20	21	22	23	24	25
WPPT %	89.8	89.2	88.6	88.0	87.4	86.8	86.2	85.6	85.1	84.5	83.9	83.3	82.8



For More Information, please scan QR Code

FOR QUERIES / MORE INFORMATION, PLEASE CONTACT:

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