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# WARRANTY MANUAL



#### **WARRANTED PRODUCTS:**

This limited warranty shall only apply to Modules supplied by WAAREE as mentioned below:

**Model name:** WS-XX series where XX stands for power indication (Below 100W only). For example, WS-37 shall mean 37W PV Module.

**WAAREE ENERGIES LTD. (WAAREE™)** provides the following Limited Warranty only to the First purchaser / First user of its photovoltaic products ("Modules"):

#### **A. Limited & Conditional Product Warranty (5 years):**

WAAREE provides 5 years limited and conditional warranty for product subject to the conditions contained in this Warranty Statement (hereinafter referred to as "Term of Warranty"). WAAREE warrants that for a period of 5 years from the date of purchase (i.e., Sale by WAAREE) or date of use, whichever is earlier, (hereinafter referred to as "Warranty Commencement Date") the Module(s) sold hereunder shall be free from Manufacturing Defects under standard application, installation, and service conditions. If during the Term of Warranty, the Module(s) is / are found to be having Manufacturing Defects, then WAAREE will, at its sole discretion either (i) repair, (ii) replace such Module(s) with similar Module(s), (iii) refund the purchase price of the module without interest or any charge, as measured by considering 5% depreciation per year on original purchase price or the then prevailing price of similar Module(s) whichever is lower, provided that the then prevailing price does not exceed the Original Sale Price at which the First purchaser has purchased the Product (iv) provide supplementary Module(s) free of charge to the purchaser, for the balance Term of Warranty.

This limited warranty is only for the Product and does not warrant the level of power output. This warranty is subject to Warranty Exclusions and Limitations.

#### **B. Limited & Conditional Warranty for Power output (10 years):**

WAAREE provides a total of 10 years limited and conditional warranty (hereinafter referred to as "Term of Warranty" with respect to power output starting from the date of Purchase (i.e., Sale by WAAREE) hereinafter referred to as "Warranty Commencement Date" – WAAREE warrants that the Module(s) sold hereunder could generate a power output of about 90% of the rated power stated in the Invoice issued to First Purchaser for a period of 10 years from the Warranty Commencement date subject to and under standard WAAREE test conditions.

The following terms will apply in the event Module(s) is/are not providing the warranted percentage of its power output only due to Manufacturing Defects, during the Term of Warranty:

-WAAREE 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 First Purchaser / First User, 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 Warranty, then WAAREE shall, at its sole option either (i) repair, (ii) supply similar Module(s) for replacement, or (iii) provide supplementary Module(s) to bring the aggregate power output to the warranted percentage of the power output. This is subject to Warranty Exclusions and Limitations. 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 First Purchaser / First User, WAAREE / 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 First Purchaser / First User, decides to engage a neutral Third Party to conduct the tests, the cost of conducting such tests shall be paid by the First Purchaser / First User and in case the Manufacturing Defect is proved in such tests, WAAREE shall reimburse the cost for the tests paid by the First Purchaser / First User subject to minimum amount which is generally charged for such tests.

#### **The following applies to all the warranted Module(s) of WAAREE:**

-WAAREE may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing the Modules under this warranty.

-WAAREE is not responsible for, and First Purchaser / First User hereby agrees to bear, the costs of any on-site labour and any costs associated with the installation, removal, reinstallation, shipping or transportation of the Module(s) or any components thereof for replacement or service under this limited & conditional warranty.



**Warranty transfer:** Notwithstanding anything to the contrary in this warranty certificate, the warranties provided herein shall apply only so long as the Module(s) warranted hereby are owned by the First Purchaser/ First User 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 is may be transferred or transmitted by written consent and sole discretion of WAAREE, when the Module(s) remains installed continuously "as it is" including the place of installation at the time of registration of Warranty.

-Repair, replacement, refund, or supplementation of Module(s) on WAAREE's discretion shall be the exclusive remedies under this warranty. WAAREE hereby disclaims any other responsibility or liability; The First Purchaser / First User waives all his legal rights upon accepting any of the remedies provided under this Limited & Conditional Warranty Statement.

-In any case, all warranty claims (with proof of defect) must be received within the Term of Warranty for this warranty to be effective. Any claim that accrued within the relevant Term of Warranty but brought even a single day after the expiry of the Term of Warranty shall not be entertained by WAAREE and the First Purchaser / First User thereby discharges WAAREE unconditionally against any claims of whatsoever nature with respect to the Products under this Warranty Statement.

#### **Procedure to Claim Warranty:**

Please contact WAAREE immediately in writing or by Email to [waaree@waaree.com](mailto:waaree@waaree.com) or to an authorized WAAREE sales representative or your nearest WAAREE Branch office. For address and other details, please logon to <http://www.waaree.com>. The Warranty could be claimed only by First User or First Purchaser, at one time for one cause, as the case may be and not by both, or, twice.

The Warranty Claim Application should be made immediately 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 dealer / distributor and details of previous claims made, if any, and nature of such claims.

WAAREE will not accept any returned panels without a prior lodged complaint.

Any false information in the Warranty Claim Application shall result in rejection of the Warranty Claim without prejudice to WAAREE's further remedies under the law.

#### **Warranty Exclusions and Limitations:**

There exists no warranty for the concerned Module(s) whose type or serial numbers appears to be changed, erased, removed, illegible or in any manner altered or tampered.

After Replacement, the Module(s) with alleged defect shall become the property of WAAREE.

In case of replaced Module(s), the Warranty is available for only balance Term of Warranty and the Term of Warranty shall not again start from the date of replacement of Module(s). Return of any replaced Module(s) is not accepted unless prior written authorization in writing has been given by WAAREE. WAAREE may necessarily not supply the identical Module owing to constant changes in technology but would supply similar Module that may be available at the time of Warranty Claim.

The Warranty provided herein does not cover damage, malfunctions or service failures of the Modules(s) caused by:

Failure to follow the installation, operation or Cleaning & maintenance instructions/ guidelines given in the manual;  
Exposure to voltages excess of maximum system voltage;

- Abuse, vandalism, misuse, omissions or negligent acts;
- Use on mobile units such as ships and vehicles.
- Installation in corrosive environment or damp conditions.
- Repair, modifications or movement of the Module(s) by someone other than a licensed service technician or installer approved by WAAREE;
- Improper transportation, storage & handling;
- Alteration, improper attachment, installation and application of the PV Module(s);
- Installation in direct contact with salty water, marine Environment (location where the distance from the sea level is below 500 m) & applications;
- Cosmetic defects like scratches, stains, rust, dust, discoloration and other signs of wear and tear;
- Defective components used in the construction on which the module is mounted;
- Breakage of laminates when mounted on non-approved mounting / framing system;
- Use of any paints or other chemicals, pollutants etc.



**-Force majeure:** Warranty is not available for acts occurred as a result of Force Majeure like; Acts of God / Nature such as (but not limited to) lighting, earth-quake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities; power failure, surges, pest damage, accidental breakage, war, riots, strikes, warlike conditions, actions of third parties and other events or accidents or any event outside WAAREE's reasonable control and not arising under normal operating conditions. In such cases, this Limited Warranty shall be construed to be suspended, without any liability whatsoever.

-Any deterioration in appearance due to naturally occurred scratches, stains, mechanical wear, rust, mold, degradation, discolouring, and other alteration that occurred after shipment from "WAAREE" but do not affect the power generation performance or mechanical strength of the Modules.

**Governing Laws:**

Any claim or dispute arising under or in connection with this Warranty Statement shall be brought exclusively in the Courts of Mumbai, INDIA and warranty herein shall be governed by Indian Laws. This clause shall override any Purchase Order / Contract or any document which mentions some other governing law and jurisdiction, unless an amendment is carried to that effect in this Warranty Statement and mere signing of Contract / Purchase Order having overriding clause will not affect this Warranty Statement. .

If any part, provision or clause of this Limited & Conditional Warranty is held to be invalid, void, or unenforceable due to any particular national, or international legislation, all other parts, provisions, clauses, or applications shall remain in effect and valid.

**DISCLAIMERS:**

WAAREE 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 WAAREE UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY WAAREE. WAAREE 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) TO 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.

**LIMITATION OF LIABILITY:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WAAREE 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 PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WAAREE BE LIABLE TO THE PURCHASER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE PURCHASER, 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 PRODUCTS, EVEN IF WAAREE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WAAREE's AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO WAAREE BY THE PURCHASER FOR THE PRODUCT THAT GAVE RISE TO THE WARRANTY CLAIM. THE PURCHASER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT.

\*For the Purpose of this Warranty Statement, the term Manufacturing Defect means an unauthorized deviation from design specifications during production resulting in a product's defect, frailty or shortcoming \*



**WAAREE®**

**TOLL FREE NUMBER: 1800-2121-321**

## **WAAREE Energies Ltd.**

### **CORPORATE OFFICE**

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**WAAREE®**

### **PLANT ADDRESS**

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