



Warranty Policy: Solar Panels

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Ritika Systems Private Limited

C-22/18 Sector-57, District Gautam Budh Nagar, Noida
Uttar Pradesh – 201301, India

Plot no. 17, Sector-15, Phase-II, IMT Bawal- (Haryana)	G-166 Neemrana Industrial Area Phase -II, Alwar-301705 (Rajasthan)
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Terms and Conditions

RSPL warrants to the purchaser, who is the first purchaser of the Photovoltaic Module that the product when shipped in its original container will be free from any defects in workmanship and material and shall meet the stated specifications.

1. Limited Product Warranty

- a. Five (5) years repair, replacement. The time period of warranty for defects in workmanship and materials for the products is sixty (60) months from the date of purchase. The foregoing remedies shall be RSPL's sole and exclusive obligation, and the customer's sole and exclusive remedy, for any module's failure to conform to the Limited Product Warranty in this and any repair or replacement shall not extend the warranty period set forth herein. The warranty in this section does not warrant a specific power output, which shall be exclusively covered in the section of the Limited Power Warranty.

2. The Limited Product Warranty does not apply to:

- a. External visual items like plastics, rubber, glass and other such part of the product.
- b. Product which has been damaged or defaced.
- c. Product, which has been subjected to misuse, abnormal service or handling or which has been altered or modified.
- d. Product that is improperly installed.
- e. Product that is installed in a mobile or marine environment.
- f. Product that is subjected to abnormal environmental conditions such as acid rain or other pollution or other such similar conditions.
- g. Product that is mounted on a defective base or a base with defective parts.
- h. Product that is subject to external corrosion, mold discoloration or where such deterioration occurs.
- i. Product that is subject to force majeure conditions such as fire, explosion, war, riots, earthquake, eruption, tidal wave, lightening, induced lighting, snow, freeze, frost, briny air, ground movement, ground cracking, earth flow and pollution.
- j. Product that is subjected to repair by anyone other than RSPL or its authorized agent.
- k. Any deterioration in appearance of the product (including any scratches, stains, mechanical wear, rust, spots and aesthetic defects), or any other changes to the product which occur after delivery to the customer, do not constitute defects under this Limited Warranty
- l. Claims in the event of glass breakage shall only be enforceable to the extent that there was no external cause for the breakage. (i.e. only breakage caused by the glass itself or the module is covered).

3. Limited Power Warranty

- a. The period of warranty with respect to power output is for a total period of twenty-five (25) years from the date of purchase, the first 10 years at 90% minimum of rated power output and the remaining 15 years at 80% minimum of rated power output. Rated power output shall be measured under STC condition, 1000W/m², AM 1.5 and 25 deg. C ambient temperature. Standard degradation as per international norms is acceptable.
4. The rights under this limit warranty are only applicable to the purchaser or any transfer permitted under this limited warranty of the product and only on providing proof of purchase to the service agent.
5. This warranty cannot be modified or altered by any personnel of RSPL or any other person with respect of the terms stated herein or to extend the duration of any warranties beyond the time period described herein.
6. If RSPL's examination of such returned products discloses to RSPL 's satisfaction that such products fail to conform to the applicable warranty, then RSPL shall at its sole option either repair or replace the product or refund to the purchaser an amount equal to the current RSPL list price for the product on the date of returned product is received by. Any repaired or replaced products shall be shipped freight prepaid.

7. Obtaining Services

- a. The product has to be shipped prepaid to RSPL authorized dealer or service agent. Make sure to have proof of purchase available and the product must be securely packed and insured before shipping.
8. In addition to any other exclusions, limitations or conditions set forth in this Limited Warranty, the following exclusions and limitations apply hereto:
 - a. All warranty claims must be received within the applicable warranty period for this Limited Warranty to be effective.
 - b. This Limited Warranty does not apply to any module which, in RSPL's sole judgment, has been subjected to:
 - i. Failure to meet the agreed commercial terms with RSPL or its subsidiaries. In case that RSPL 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

Warranty Policy: Solar Panels

- ii. Misuse, tampering, abuse, neglect or accident ☒ Improper transportation, storage or handling ☒
 - iii. Alteration, improper installation or application ☒ Removal and reinstallation at an alternate location ☒
 - iv. Non-compliance with instructions in the installation manual ☒
 - v. Exposure to voltage in excess to the maximum system voltage at the lowest temperature of the place or power surges ☒
 - vi. Repair or modifications by someone other than an approved service technician of RSPL ☒
 - vii. 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 ☒
 - viii. Power failure surges, lightning, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism or other events outside RSPL's control ☒
 - ix. 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 RSPL. Any claim related and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by RSPL 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

9. Limitation of Warranty Scope:

- a. Disclaimer: This Limited Warranty is expressly in lieu of and excludes all other express or implied 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 RSPL, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by RSPL.
- b. Limitation of Liability is to the maximum extent permitted by the applicable laws, RSPL 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 module, including, without limitations, any defect in any module, or from use or installation of any module.

Warranty Policy: Solar Panels

- c. To the maximum extent permitted by applicable law, under no circumstances shall RSPL be liable for incidental, consequential or special damages, howsoever caused, even if RSPL 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.
- d. Notwithstanding anything contained elsewhere in this document, RSPL'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.

10. Warranty Submission and Verification:

- a. If the customer believes it has a justified claim covered by this Limited Warranty, and wishes to seek a remedy hereunder, the customer shall promptly contact the local Customer Service Manager/Company Personnel, where applicable, submitting written notification by registered mail or by sending an email, who will then provide instructions and a claim form for filing the claim. If not applicable, the customer shall submit written notification directly to RSPL by mailing a registered letter to RSPL's address listed here in order to receive instructions and the claim form for filing the claim. Upon receipt of all the documentation required and specified in RSPL's claim form, RSPL may, at its sole and absolute discretion, seek further verification of the customer's claim such as the complete system details of the Plant and the operation and maintenance details of the plant. The return of any module will not be accepted unless prior written authorization has been given by RSPL and the customer has complied with the packaging and shipping instructions provided by RSPL.

11. Severability:

- a. If a part, provision or clause of this Limited 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 Warranty shall be treated as severable.

12. Technical Disputes:

- a. In the event of any dispute between RSPL and the customer as to the validity of any claim made under this Warranty, an accredited test laboratory recognized by RSPL at its sole and absolute discretion shall be called upon to judge the claim. Any measurements will be conducted in accordance with IEC 60904 standards and under Standard Test Conditions as per guidelines

Warranty Policy: Solar Panels

- b. All fees and expenses associated with engaging such institutes shall be borne by the losing party. Nothing contained in this warranty policy shall preclude one party from bringing any legal suit, action or proceedings against the other party before the Courts of India.

13. Miscellaneous:

- a. The customer may have specific legal rights outside this warranty, and may also have other rights that vary from jurisdiction to jurisdiction. This limited warranty does not affect any additional rights the customer may have under mandatory rules of law in its jurisdiction. However, the overall liability of RSPL 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 Warranty may not apply to the customer.
- b. In the event that RSPL replaces any module under this Limited Warranty:
 - i. The replaced module shall become the property of RSPL and RSPL will deliver exact nominal power module to match the string design of PV.
 - ii. If RSPL has discontinued production of that particular size PV module, RSPL will replace the same size and same Pmax module within 90 days from complaint date.

Contact Information:

Contact Your Authorized RSPL Distributor

Or

Ritika Systems Pvt Ltd

G-166 Industrial Area,Neemrana-II,Distt.Alwar-301705(Rajasthan)

Email: info@ritikasystems.in