

This LIMITED WARRANTY STATEMENT (from now on referred to as the “Warranty Statement”) applies to Solar Photovoltaic Module(s) (from now on referred to as the “Module(s)”) supplied by SOLARX FZ-LLC (from now on referred to as “SOLARX”) as mentioned below:

S.No	Product code	Item Description	Cell size
1	RV108GWSMxxx	RV108GWSMxxx 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
2	RV120GWSMxxx	RV120GWSMxxx 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
3	RV132GWSMxxx	RV132GWSMxxx 12BB monocrystalline	M12 (210mm x 105mm half-cut cell)
4	RV144GWSMxxx	RV144GWSMxxx 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
5	RV108GBBMxxx	RV108GBBMxxx full black 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
6	RV120GBBMxxx	RV120GBBMxxx full black 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
7	RV132GBBMxxx	RV132GBBMxxx full black 12BB monocrystalline	M12 (210mm x 105mm half-cut cell)
8	RV144GBBMxxx	RV144GBBMxxx full black 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
9	RV108GTSMxxx	RV108GTSMxxx transparent 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
10	RV120GTSMxxx	RV120GTSMxxx transparent 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
11	RV132GTSMxxx	RV132GTSMxxx transparent 12BB monocrystalline	M12 (210mm x 105mm half-cut cell)
12	RV144GTSMxxx	RV144GTSMxxx transparent 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
13	RV108GGSxxx	RV108GGSxxx PEBI GG 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
14	RV120GGSxxx	RV120GGSxxx PEBI GG 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)
15	RV132GGSxxx	RV132GGSxxx PEBI GG 12BB monocrystalline	M12 (210mm x 105mm half-cut cell)
16	RV144GGSxxx	RV144GGSxxx PEBI GG 10BB monocrystalline	M10 (182mm x 91mm half-cut cell)

Note: XXX denotes the power output of the module in Wp

SOLARX provides the warranties outlined in Clause A (Limited & Conditional Product Warranty) and Clause B (Limited & Conditional Warranty for Power output) to the first user (from now on referred to as the “Buyer”), warranting that the Module(s) shall be free from defects in material and artistry that affect the Module(s) functionality under regular application, installation, use and service. The said warranty shall be applicable for the periods stated herein, in each case commencing upon the earlier of (i) the date of purchase by the Buyer or (ii) 180 days after Module(s) are dispatched from SOLARX’s production factory (from now on referred to as the “Warranty Start Date”).

**A. LIMITED CONDITIONAL PRODUCT WARRANTY**

SOLARX provides limited and conditional Product Warranty for 12 (Twelve) years for module series no. 1 to 16 above. Warranty subject to the terms and conditions contained in this Warranty Statement (from now on referred to as “Term of Product Warranty”). If during the Term of Product Warranty, the Module(s) is/are found to be having manufacturing defects (for clarification purposes: “material or workmanship defects” are defined per IEC 61215-1 Clause 8 and IEC 61730-2 Clause 10.2 for visual defects), then SOLARX will, at its sole discretion either (i) repair; or (ii) replace such Module(s) with similar Module(s); or (iii) refund the purchase price of the Module(s) without interest or any charge, as measured after considering 5% depreciation per year on the 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 Buyer has purchased the Module(s); or (iv) provide supplementary Module(s) free of charge to the Buyer, for the balance Term of Product Warranty. The Buyer shall be liable to mount a replacement or supplementary PV module at their own cost and expenses. This warranty is subject to the exclusions and limitations mentioned in the Warranty Statement.

**B. LIMITED & CONDITIONAL WARRANTY FOR POWER OUTPUT**

SOLARX provides a limited and conditional warranty (respectively for the module mentioned above series) for 30 (Thirty) years for module series no. 1 to 16 above, subject to the terms and conditions contained in this Warranty Statement, from now on referred to as “Term of Power Output Warranty” concerning power output, starting from the Warranty Start Date which shall be as per below:



**FOR ALL MONOCRYSTALLINE GLASS BACK SHEET MODULES UTILIZING HALF-CELL FROM CELL SIZE M10 OR M12.**

- (i) During the first year, will exhibit a power output no less than 98% of the peak power under STC at the end of the first year. The measurement shall be by IEC 60904, and measurement system uncertainty shall be included in all actual power measurements.
- (ii) From the 2<sup>nd</sup> to the 30<sup>th</sup> year, the power output will decline annually by no more than 0.55% of the peak power under the STC. So, at the end of 30 (Thirty) years, at least 82.05% of peak power at STC can be achieved from the Warranty Start Date.

**FOR ALL MONOCRYSTALLINE DUAL GLASS MODULES UTILIZING HALF-CUT CELLS FROM CELL SIZE M10 OR M12.**

- (i) During the first year, will exhibit a power output no less than 98% of the peak power under STC at the end of the first year. The measurement shall be by IEC 60904, and measurement system uncertainty shall be included in all actual power measurements.
- (ii) From 2<sup>nd</sup> to 30<sup>th</sup> year, the power output will decline annually by no more than 0.55% of the peak power under the STC. So, at the end of 30 (Thirty) years, at least 82.05% of peak power at STC can be achieved from the Warranty Start Date.

The actual power output of the Module(s) shall be determined for verification using STC only; measurement system uncertainty shall be included in all exact power measurements. A SOLARX facility or a SOLARX's SOLARX-recognized third-party testing institute carries out the actual power output measurement.

The warranted power output values of Module(s) shall be those measured under STC, so the Degradation Rate (DR) shall be calculated by the following formula, expressed as a per cent:

$$DR = 1.00 - [(Pot) / (PO0)]$$

**Where:**

Pot: means the power output of the Module(s), expressed in Watts, that a Module(s) generates at a given time in a year after the Warranty Start Date (t) in its 'Maximum Power Point' under STC, corrected for any measurement error.

PO0: means the original manufactured nameplate specification of the Module(s), expressed in Watts, as certified by SOLARX and indicated on the Module(s), excluding any specified positive tolerance.

Note – For bifacial modules, a power warranty shall be given for the power generated from the front side of the module only.

**C. WARRANTY EXCLUSIONS AND LIMITATIONS**

This warranty shall not apply or becomes void to any Module(s) which have been subjected to misuse, abuse, neglect, alteration, disassembly, improper Installation removal from its original installation, re-installation and application including improper wiring, non-observance of SOLARX's installation or maintenance instructions, repair or modifications by a third party other than a SOLARX approved technician, failures due to power surges or surrounding equipment, improper connections resulting in hazardous reverse current or other events outside SOLARX'S control, accidental breakage, extreme thermal or environmental conditions or rapid changes in such situations. Furthermore,

- I. There is no warranty for the Module(s) whose type or serial numbers appear to be changed, erased, removed, illegible, altered or tampered.
- II. This warranty does not apply to any alteration of the appearance of the Module(s) that does not affect the performance or functionality of the Module(s).
- III. This warranty does not cover any cost associated with on-site labour and any cost associated with the installation, removal, reinstallation, shipping or transportation of the Module(s) or any components, any customs clearance or any and all other cost/s of return or re-shipment of Module(s).
- IV. This warranty is not available for acts that occurred as a result of Force Majeure events like Acts of God/ Nature such as (but not limited to) lighting, earthquake, fire, flood, acid rain, hurricanes, cyclone, volcanic eruptions, landslides and other natural calamities, war, riots, strikes, warlike conditions, actions of third parties and other unforeseeable or unavoidable events that are not caused by or attributable to SOLARX. In such cases, performance by SOLARX of this Warranty Statement shall be suspended or avoided, without any liability whatsoever.



- V. This warranty does not apply to any deterioration in appearance due to naturally occurring scratches, stains, mechanical wear, rust, mould, degradation, discoloring, and other alterations that occurred after shipment from SOLARX's Factory but do not affect the power generation performance or mechanical strength of the Modules.
- VI. This warranty does not apply to glass breakage where the event occurred due to external causes. Claims in the event of glass breakage shall only be enforceable to the extent that there was no external cause (i.e. only breakage caused by the glass itself or the module is covered).
- VII. The warranty provided herein does not cover damage, malfunctions or service failures of the Module(s) caused by:
- Facts and losses caused by devices and parts other than the Module(s) or by mounting methods of such machines and components;
  - Defects and failures caused by defective wiring, installation, or handling;
  - Any damages caused by abrasion, artificial damage, or animals are exempt from this warranty.
  - Defects and failures caused by inappropriate environmental conditions or installations not in conformance with Module(s) specifications, installation manuals, operation manuals, or labels attached to the Module(s);
  - Defects and failures caused by unauthorized maintenance, operation or modification regardless of whether such act is willful misconduct or negligence;
  - Defects and failures caused by removal from the original place of installation;
  - Defects and failures caused by repairs, not by SOLARX's instructions;
  - Defects and failures caused by inappropriate handling during transportation or storage;
  - Negligent maintenance or non-performance of the periodic function checks of the system;
  - Cosmetic variation, stains or scratches that do not affect power output;
  - Use on mobile units such as vehicles;
  - Exposure to voltages over maximum system voltage specified in the datasheet;
  - If the serial number of the Module(s) has been altered, removed or made;
  - The Buyer (and its forwarding company) shall inspect and accept the Module(s) delivered by SOLARX. Any claim related and linked to damages in the packaging, such as impacts on pallets, will only be accepted by SOLARX if these occur during delivery. In all other cases, cracks should be claimed from the forwarding company of the insurance company.
  - Willful misconduct, negligence, or other improper acts or omissions of the Buyer, its employees or agents, or other third parties.
- VIII. SOLARX may, at its sole discretion, use its equipment under STC or use a neutral third party to test Module(s) performance for those Modules for which the Buyer has raised a warranty claim. If the results of such test prove beyond reasonable doubt that the Module(s) is/are not performing to the extent it was supposed to act in generating the warranted percentage of its specified minimum power output during the Product Warranty Term and Term of Power Output Warranty, then SOLARX will, at its sole option either (i) repair; or (ii) supply similar Module(s) as replacement; or (iii) provide such other supplementary Module(s) to match the aggregate shortage of power output from the warranted percentage of the power output. This is subject to Warranty Exclusions and Limitations. Repair or Replacement supply of Module(s) shall be performed free of charge only and only if the Module(s) is/are found to have a manufacturing defect or short in output proved through the test above reports. Since the test(s) is/are performed with the Buyer's consent, SOLARX / selected third party's inspections and tests shall be final and decisive for the existence or non-existence of the defect, non-conformity and output shortage. If the Buyer decides to engage a neutral third-party testing agency to conduct the tests with the prior written consent of SOLARX, the cost of running such tests and the shipping charges for any allegedly detected Module(s) shall be paid by the Buyer. Only if the manufacturing defect is proved beyond reasonable doubt in such test reports will SOLARX reimburse the actual cost incurred and produced by the Buyer to such third party agency subject to minimum amount deductions generally charged for such tests.
- IX. Notwithstanding anything contained herein or anywhere else or any subsequent communications, SOLARX shall not be liable to the Buyer or any third party for the death of any person or any loss, injury or damages to any person or property using the Module(s).
- X. After Replacement, the Module(s) with replaced Module(s) shall become the sole and exclusive property of SOLARX.
- XI. In case of replaced Module(s), the Warranty shall be available only for the remaining terms of the original Module and the time of warranties as per clauses A & B shall not again start from the date of replacement of Module(s).
- XII. Return of any replaced Module(s) is/are only accepted if prior written authorization in writing has been given by SOLARX.
- XIII. SOLARX may necessarily not supply the identical Module(s) owing to constant changes in technology but would provide similar Module(s) that may be available at the time of warranty claim. SOLARX shall have a right to deliver another type (different in size, shape, color and power) where SOLARX has discontinued producing the Modules(s) being replaced under the claim.
- XIV. The installation of Module(s) requires an excellent degree of care and skills; it should only be performed by a qualified and licensed professional, including, without limitation, licensed contractors and licensed electricians.
- XV. Repair, replacement, refund or supplementation of Module(s) at SOLARX's discretion shall be the exclusive remedies under this Warranty Statement. SOLARX, at this moment, disclaims any other responsibility or liability; the Buyer waives all his legal rights upon accepting any of the remedies provided under this Warranty Statement.
- XVI. All warranty claims (with proof of defect) must be received within the Term of the Product Warranty and Term of Power Output Warranty for this warranty to be effective. Any claim that accrued within the relevant Term of Product Warranty and Term of Power Output Warranty but brought even a single day after the expiry of the Term of Product Warranty and Term of Power Output Warranty shall not be entertained by SOLARX, and Buyer thereby discharges SOLARX unconditionally against any claims of whatsoever nature concerning the Module(s) covered under this Warranty Statement.



**D. FORCE MAJEURE**

The warranty under this Warranty Statement shall not be available for acts occurred as a result of Force Majeure events like Acts of God/ Nature such as (but not limited to) lighting, earthquake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities, other epidemics or circumstances beyond SOLARX's control, war, riots, strikes, warlike conditions, actions of third parties and other unforeseeable or unavoidable events that are not caused by or attributable to SOLARX. In such cases, performance by SOLARX of this Warranty Statement shall be suspended or avoided without any liability whatsoever.

**E. PROCEDURE TO CLAIM WARRANTY**

If the Buyer or permitted assigns of the Module(s) feels that they have a justified claim covered under this Warranty Statement, such person shall send a written notification within 30 (Thirty) days after the discovery of the defect giving rise to the warranty claim. Such written notice shall be sent directly to SOLARX at their registered office: SOLARX FZ-LLC, Al Hamra Industrial Zone-FZ, Shed No. F10, WFZ10-13, RAK, United Arab Emirates, or by electronic mail to [info@solarxfz.com](mailto:info@solarxfz.com) or email an authorized SOLARX sales representative or nearest SOLARX Branch office. The Warranty could be claimed only by the Buyer, at one time for one cause, as the case may be and not by both or twice. SOLARX shall entertain no warranty claim unless otherwise the same invariably includes the following information and such Claim statement.

- I. Name and address of the end Buyer, installer, respective seller(s), name of dealer/ distributor and details of previous claims made, if any, and nature of such claims
- II. Invoice copy with corresponding Module serial numbers
- III. Module type, purchase order, installation agreement
- IV. Installation test report conforming to IEC 62446/ IEC 60364-6
- V. Copy of periodical maintenance reports as required/ recommended by regional regulations and legal requirements
- VI. Acceptance protocol of handover after the installation was finished and the system connected to the grid with all relevant measured systems
- VII. . The address of the place of installation in case it differs from the address of the Buyer/end Buyer.
- VIII. . 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
- IX. High-quality pictures of the defective PV module show the defect, including pictures of the system and surrounding environment
- X. . In case of low power output, information on the PV module, inverter, the circuitry/power plant layout and clear pictures of surroundings showing shadow and the shadow drawing/layout if made in an industry-standard software
- XI. . The requested warranty performance and reason of claim, etc.

SOLARX will only accept returned Module(s) with a prior lodged complaint or prior written authorisation given by SOLARX. Any false information in the warranty claim shall result in the rejection of the claim without prejudice to SOLARX's further remedies under the law, contract or tort.

**F. WARRANTY TRANSFER**

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

**G. DISCLAIMERS**

SOLARX AT THIS MOMENT 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 SOLARX UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY SOLARX. SOLARX 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.

**H. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLARX AT THIS MOMENT DISCLAIMS AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS MODULE(S) OR THEIR USE. SOLAR 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 SOLARX



HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLARX'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SOLARX BY THE BUYER FOR THE MODULE(S) THAT GAVE RISE TO THE WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE PRECEDING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE WARRANTY STATEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PURCHASE PRICE OF THE MODULE(S) WOULD BE SUBSTANTIALLY DIFFERENT.

**I. TECHNICAL DISPUTES**

In the event of any dispute between SOLARX and the Buyer regarding the validity of any claim made under this Warranty Statement, an ISO 17025 accredited test laboratory recognized by SOLARX at its sole and absolute discretion shall be called upon to judge the suit. Any measurements will be conducted by IEC 60904 standards and under STC. All fees and expenses associated with engaging such institutes will be borne by the losing party.

**J. GOVERNING LAW**

Any claim or dispute arising under or in connection with this Warranty Statement shall be brought exclusively in Ras Al Khaimah Reconciliation and Arbitration Center. UAE Laws shall govern the warranty herein. This clause shall override any purchase order/contract/agreement 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 a purchase order/contract/agreement having an overriding clause will not affect this Warranty Statement.

**K. 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 additional features, conditions, clauses or applications of this Warranty Statement shall be treated as severable.

**L. NO OTHER EXPRESS WARRANTY**

Except as otherwise provided by applicable statutory law or unless modified in writing and signed by an authorized signatory of SOLARX, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by SOLARX applicable to the Products, and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.





**WARRANTED POWER PERFORMANCE TABLE**

(Applicable for all Monocrystalline Glass back sheet modules utilizing half-cut cells from cell size M10 or M12 of 1500 V)

Year	Rate of Degradation	Power output
1st Year	2.00%	98.00%
2nd Year	0.55%	97.45%
3rd Year	0.55%	96.90%
4th Year	0.55%	96.35%
5th Year	0.55%	95.80%
6th Year	0.55%	95.25%
7th Year	0.55%	94.70%
8th Year	0.55%	94.15%
9th Year	0.55%	93.60%
10th Year	0.55%	93.05%
11th Year	0.55%	92.50%
12th Year	0.55%	91.95%
13th Year	0.55%	91.40%
14th Year	0.55%	90.85%
15th Year	0.55%	90.30%
16th Year	0.55%	89.75%
17th Year	0.55%	89.20%
18th Year	0.55%	88.65%
19th Year	0.55%	88.10%
20th Year	0.55%	87.55%
21st Year	0.55%	87.00%
22nd Year	0.55%	86.45%
23rd Year	0.55%	85.90%
24th Year	0.55%	85.35%
25th Year	0.55%	84.80%
26th Year	0.55%	84.25%
27th Year	0.55%	83.70%
28th Year	0.55%	83.15%
29th Year	0.55%	82.60%
30th Year	0.55%	82.05%

(Applicable for all Monocrystalline Dual glass modules utilizing half-cut cells from cell size M10 or M12 of 1500 V)

Year	Rate of Degradation	Power output
1st Year	2.00%	98.00%
2nd Year	0.55%	97.45%
3rd Year	0.55%	96.90%
4th Year	0.55%	96.35%
5th Year	0.55%	95.80%
6th Year	0.55%	95.25%
7th Year	0.55%	94.70%
8th Year	0.55%	94.15%
9th Year	0.55%	93.60%
10th Year	0.55%	93.05%
11th Year	0.55%	92.50%
12th Year	0.55%	91.95%
13th Year	0.55%	91.40%
14th Year	0.55%	90.85%
15th Year	0.55%	90.30%
16th Year	0.55%	89.75%
17th Year	0.55%	89.20%
18th Year	0.55%	88.65%
19th Year	0.55%	88.10%
20th Year	0.55%	87.55%
21st Year	0.55%	87.00%
22nd Year	0.55%	86.45%
23rd Year	0.55%	85.90%
24th Year	0.55%	85.35%
25th Year	0.55%	84.80%
26th Year	0.55%	84.25%
27th Year	0.55%	83.70%
28th Year	0.55%	83.15%
29th Year	0.55%	82.60%
30th Year	0.55%	82.05%

