



Moser Baer Photo Voltaic Ltd. India, October 2007

Moser Baer Photo Voltaic Crystalline Silicon Solar Photo Voltaic Modules

Limited Warranty Certificate

Re-energizing the World!



Dear Customer,

Thank you for selecting Moser Baer Photo Voltaic!

Moser Baer is a global leader in the development and high-volume-manufacturing of technology products. Moser Baer Photovoltaic (MBPV) was launched as a fully owned subsidiary of Moser Baer in 2005 with the primary objective of enabling reliable solar power as a competitive non-subsidized source of energy.

MBPV aims to distinguish itself as a significant player in the global photovoltaic market by leveraging its high-volume manufacturing expertise in the production of products dedicated to generating solar power.

MBPV divides its module offering into 3 product families – namely - "MBPV MAX Series" ranging from 180Wp to 250Wp; "MBPV VALUE Series" ranging from 130Wp to 150Wp; and "MBPV POWER Series" ranging from 5Wp to 100Wp.

The cells occupy nearly 100% of the modules surface. These cells are encapsulated between layers of high quality EVA, and laminated with tempered and toughened, low iron glass and Tedlar back sheet. The laminates are framed in anodized aluminum frames and are offered along with a junction box, cables and connectors. This provides structural strength, good aesthetics and ease of installation.

Moser Baer Photo Voltaic Limited Warranty Certificate

Moser Baer Photo Voltaic provides the following limited warranties to purchasers of Moser Baer Photo Voltaic Products ("Products"), and subject to Section 2, and in Section 3 hereof. The Warranty applicable to this Product is located in the Warranty specifications section below. If the Product's warranty level is not listed please contact Moser Baer Photo Voltaic or your regional sales representative. Warranty is from the date of initial purchase.

SECTION 1: Warranty Specifications

- (i) **SMD + (12/25):** This warrants – 5 year Limited Warranty of Manufacturing Defects, 12 year limited warranty for 90% Power Output & 25 year limited warranty for 80% Power Output.
- (ii) **2MD + (12):** This warrants – 2 year Limited Warranty of Manufacturing Defects, 12 year limited warranty for 90% Power Output.

SECTION 2: Warranty Descriptions

The Product may have one or more of the following warranties. Please see the warranty specifications section above to determine which warranty or warranties apply to you.

a) Limited warranties of Manufacturing Defects– (2 year/5 year)

Moser Baer Photo Voltaic warrants that for the term of your warranty, the Product sold hereunder shall be free from defects in materials and workmanship. If during the term of this warranty, the Product is found to be defective, then Moser Baer Photo Voltaic will, at its sole option repair or replace your purchased product with an equivalent product, or, refund the purchase price.

This limited warranty of Manufacturing Defects does not warrant specified level of power output.

The term of this warranty is for the length of time stated in the name of the warranty type (2years/5 years), starting from the date of initial purchase.

b) Limited warranties of Percentage of Power Output – (25 year/12 year)

Moser Baer Photo Voltaic warrants the Product against defects in materials and workmanship that result in the Product's failure to produce the warranted percentage of the minimum power output specified in Moser Baer Photo Voltaic's applicable written specifications, under section 1 (see Warranty Specifications above).

Using standard Moser Baer Photo Voltaic test conditions, if the Product is not providing the warranted percentage of its specified minimum power output during the term of the warranty, then Moser Baer Photo Voltaic shall, at its sole option, repair or replace the Product, or provide additional component(s) to bring the aggregate power output to at the warranted percentage of the specified minimum power output.

The term of this warranty is for the length of time stated in the name of the warranty type starting from date of initial purchase.

SECTION 3: General Terms

The following applies to all WARRANTED Products:

- A. Moser Baer Photo Voltaic may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing the Product under this warranty.
- B. Moser Baer Photo Voltaic is not responsible for, and purchaser hereby agrees to bear, the costs of any on-site labor and any costs associated with the installation, removal, reinstallation or transportation of the Product or any components thereof for service under this limited warranty.
- C. Notwithstanding anything to the contrary in this warranty certificate, the warranties provided herein shall apply only so long as the Product(s) warranted hereby are owned by either (i) the first purchaser who has purchased the Product(s) for its, his, or her own use and not for purposes of resale or (ii) by purchasers of buildings on which the Product was first mounted. However, you may inform Moser Baer Photo Voltaic for

transfer your rights under this warranty to the purchaser of property on which the Product has been installed.

- D. You are requested to preserve your original proof of purchase to price with the date of purchase in case of any warranty claims.

SECTION 4: Warranty Exclusions and Limitations

The following applies to all WARRANTED Products:

- 1. The warranties provided herein do not cover damage, malfunctions or service failures caused by:
 - a) failure to follow Moser Baer Photo Voltaic's installation, operation or maintenance instructions;
 - b) repair, modifications, or movement of the product by someone other than a service technician approved by Moser Baer Photo Voltaic, or attachment to non-Moser Baer Photo Voltaic equipment;
 - c) abuse, misuse, or negligent acts;
 - d) power failure surges, lighting, fire, flood, pest damage, accidental breakage, actions of third parties and other events or accidents outside Moser Baer Photo Voltaic's reasonable control and not arising under normal operating conditions; and
 - e) breakage of laminates when mounted in customer-designed mounting systems.
- 2. Moser Baer Photo Voltaic makes no warranties, express or implied other than the warranties made herein, and specifically disclaims any warranty of merchantability or fitness for a particular purpose.
- 3. Any warranties implied by, including those of merchantability and fitness for particular purpose, which are not effectively excluded herein are limited in duration to the terms stated in this warranty.
- 4. Moser Baer Photo Voltaic is not responsible for any special incidental, consequential or punitive damages arising from the use or loss of use of or failure of the Product to perform as warranted, including but not limited to damages for lost services, cost of substitute services, lost profits or savings, and expenses arising out of third-party claims. Moser Baer Photo Voltaic's maximum liability under any warranty, expressed, implied, or statutory, or for any manufacturing or design defects, is limited to the purchase price of the Product. The purchaser's exclusive remedy for breach of warranty or for manufacturing or design defects shall be only as stated herein.
- 5. Where the purchaser is a natural person and if, to the extent required by applicable law, nothing in this limited warranty shall operate or shall be construed to operate so as to exclude or restrict the liability of Moser Baer Photo Voltaic for death or personal injury caused to the purchaser by reason of the negligence of Moser Baer Photo Voltaic or its servants, employees or agents.
- 6. The rights granted by this Warranty are in addition to any statutory or other legal rights granted or existing under laws of India.

Any claim or dispute arising under or in connection with this warranty certificate must be brought in the Courts of New Delhi, INDIA.

SECTION 5: Warranty Service

For warranty service, disposal and/or recycling options, please contact Moser Baer Photo Voltaic or your regional Moser Baer Photo Voltaic sales representative. Moser Baer Photo Voltaic regional representatives contact numbers can be found at (<http://www.moserbaerpv.in>).



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