

AMAZE

SOLAR

WARRANTY CARD



LONGLAST POWER PRODUCTS LIMITED provides the following Limited Warranty to the Customer of its photovoltaic products ("Modules"):

A. Limited & Conditional Product Warranty (05 years):

Amaze provides 05 years limited and conditional warranty for all solar PV Modules subject to the conditions contained in this Warranty Statement (hereinafter referred to as "Term of Warranty"). Amaze warrants that for a period of 5 years from the date of purchase (i.e., Sale by Amaze directly or through its business partners) 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 Amaze 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 Customer has purchased the Product (iv) provide supplementary Module(s) free of charge to the customer, for the balance Term of Warranty and shall not extend beyond the period set forth herein.

These remedies listed above shall be the exhaustive remedies provided under this Limited Product Warranty and shall not extend beyond the period set forth herein. 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 (25 years):

Amaze provides a total of 25 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 Amaze directly or through its business partners) hereinafter referred to as "Warranty Commencement Date" - Amaze warrants that the Module(s) sold hereunder could generate a power output of:

- (a) About 90% performance at the end of 10 years;
- (b) About 80% performance at the end of 25 years

subject to and under standard Amaze test conditions from the defined Warranty starting date.

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:

-Amaze 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 Customer, 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 Amaze 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 Customer, Amaze / 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 Customer, decides to engage a neutral Third Party to conduct the tests, the cost of conducting such tests shall be paid by the Customer and in case the Manufacturing Defect is proved in such tests, Amaze shall reimburse the cost for the tests paid by the Customer subject to minimum amount which is generally charged for such tests.

The following applies to all the warranted Module(s) of Amaze:

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

-Amaze is not responsible for, and Customer 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.

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-Amaze is not responsible for, and Customer 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 Customer 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 may be transferred or transmitted by written consent and sole discretion of Amaze, 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 Amaze's discretion shall be the exclusive remedies under this warranty. Amaze hereby disclaims any other responsibility or liability; The Customer 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 Amaze and the Customer thereby discharges Amaze unconditionally against any claims of whatsoever nature with respect to the Products under this Warranty Statement.

Procedure to Claim Warranty:

Please contact Amaze immediately in writing or by Email to care@amaze-india.com or to an authorized Amaze sales representative or your nearest Amaze Branch office. For address and other details, please logon to www.amaze-india.com.

The Warranty could be claimed by Customer, 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. Amaze will not accept any returned panels without a prior lodged compliant.

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

Warranty Exclusions and Limitations:

Any deterioration in appearance of the product (including any scratches, stains, snail trail, 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. This type of change does not lead to deterioration in the operational capabilities of the module. 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).

The foregoing remedies shall be LPT'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 Section, and any repair or replacement shall not extend the warranty period set forth herein.

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 Amaze.

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 Amaze. Amaze 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:

- a. the Module does not remain installed in its original installation location due to any reason whatsoever, including, transfer to a party taking legal title to the Module,
- b. Failure to follow the installation, operation or Cleaning & maintenance instructions/ guidelines given in the manual;
- c. the Module is found to be mishandled;
- d. the Module is not used properly and is deployed to improper or wrong use,
- e. the contents of the invoice are found to be tampered
- f. the serial number sticker of the Module and the number on the invoice do not match,
- g. the Module is found to be damaged due to improper handling by unauthorised personnel including misuse, abuse, neglect, vandalism or accident, alteration, improper installation or application; repair or modifications that do not strictly follow the manufacturer's instructions; non-observance of the Company's maintenance instructions;
- h. Failure to follow the installation, operation or Cleaning & maintenance instructions/ guidelines given in the manual
- i. the Module is found to be damaged due to theft, accident, willful abuse or [overcharging], failure to observe operation, poor or incorrect maintenance, failure to take proper care, misuse, abuse, willful or negligent usage, unreasonable or extraordinary use, or any trial operation;
- j. the Module is exposed to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution), fire, lightning, electrical disturbance, negligence, accidents and other natural disasters,
- k. the Module is found to be damaged where such damage is caused by household pests such as lizard, rat, cockroach, etc.,
- l. the Module is found to be damaged as a result of chemical reaction, excessive dust, corrosive surroundings, such as cement factory, animal farm, etc. or extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections;
- m. the Module is exposed to mold discoloration or similar external effects;
- n. where the claim is related to improper packaging resulting in defect or damage to the Module or part thereof (like impact on pallet) should be inspected and verified by the Buyer at the delivery site itself. The Company will only accept such claims if the same occur during delivery if transportation is within the Company's

scope.;

o. Exposure to voltages excess of maximum system voltage;

LIMITATION OF LIABILITY:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Amaze 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 Amaze BE LIABLE TO THE CUSTOMER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE CUSTOMER, 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 Amaze HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Amaze's AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO AMAZE BY THE CUSTOMER FOR THE PRODUCT THAT GAVE RISE TO THE WARRANTY CLAIM. THE CUSTOMER 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.

-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 Amaze'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 "Amaze" but do not affect the power generation performance or mechanical strength of the Modules.

Governing Laws:

The warranty provided herein and any other claim or dispute arising under or in connection with this Warranty Statement hereby shall be governed by and construed exclusively in accordance with the laws of India, and shall be brought exclusively in the Courts of Delhi, INDIA. 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.

Severability

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:

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

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

**Customer Support Division
LONGLAST POWER PRODUCTS LIMITED**

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