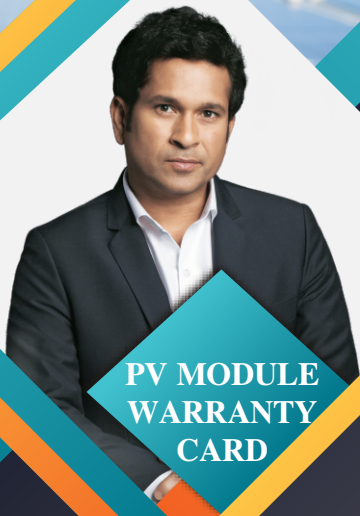


LUMINOUS

 SOLAR



**PV MODULE
WARRANTY
CARD**

LUMINOUS POWER TECHNOLOGIES PVT. LTD. provides the following Warranty to the customer of its photovoltaic (PV) modules:

A. LIMITED & CONDITIONAL PRODUCT WARRANTY:

Luminous provides limited and conditional Warranty for all solar PV modules subject to the conditions contained in this Warranty (hereinafter referred to as “Term of Warranty”).

Luminous Power Technologies Pvt. Ltd. (Luminous) warrants the customer that each module will be free from defects in material and workmanship under normal application, installation, usage, and service conditions for the periods specified herein.

Product Class	Product Warranty Period (in years)
Less than 300W modules	5
Greater than 300W modules	12

This becomes applicable from the date of purchase (i.e., sale by Luminous directly or through its business partners). The module(s) sold hereunder shall be free from manufacturing defects under standard application, installation, and service conditions. The Warranty start date under this Warranty shall be defined as the tax invoice date from when the end customer purchased the modules from Luminous or its business partners.

PRODUCT WARRANTY: Repair, Replace, Refund

If during the Term of Warranty, the module(s) is/are found to have manufacturing defects, then Luminous, at its sole discretion will either:

- (i) Repair, or
- (ii) Replace such module(s) with similar module(s), or
- (iii) Refund the purchase price of the module without interest or any charge, as measured by 5 percent depreciation per year (considered) 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, or
- (iv) Provide supplementary module(s) free of charge to the customer for the balance Term of Warranty and it shall not extend beyond the period set forth therein.

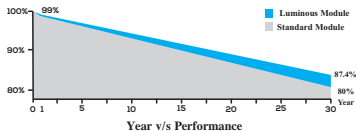
These remedies listed above shall be exhaustive remedies provided under this limited product warranty and shall not extend beyond the period set forth herein.

B. LIMITED & CONDITIONAL WARRANTY FOR POWER OUTPUT: Luminous provides a total of 25 and 30 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 Luminous directly or through its business partners) hereinafter referred to as “Warranty Commencement Date” – Luminous warrants that the module(s) sold hereunder could generate a corresponding power output:

NOTE: This limited Warranty is only for the purchased Luminous product and does not warrant the level of power output. This Warranty is subject to Warranty Exclusions and Limitations.

Product Performance (in percentage)	Performance Warranty Period (in yrs)
90	10
80	25 (MONOPERC)
80	30 (TOPCON)

NOTE: The product performance is subject to the standard Luminous test conditions, valid from the defined Warranty commencement date.



The following terms prevail in case the module(s) is/are not providing the warranted percentage of its power output only due to manufacturing defects, during the Term of Warranty: Luminous 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 is agreed by the customer and for which the claim must be raised.

PRODUCT PERFORMANCE WARRANTY: Repair, Replace, Supplement

If the results of such test prove that the module(s) is/are not providing the warranted percentage of its specified minimum power output during the Term of Warranty, then Luminous, at its sole option shall either:

- (i) Repair, or
- (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 proven through the aforesaid test. Since the test(s) is/are performed by the consent of customer, inspections and tests conducted by Luminous or selected third party 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, then the cost of conducting such tests shall be paid by the customer. In case the manufacturing defect is proven in such tests,

* Standard Testing Conditions or STCs are pan-industry parameters for estimating the performance of solar panels. They define specific testing conditions, including:

1. Module temperature of 25 degrees C.
2. Solar irradiances of one kilowatt (kW) per square meter.
3. Solar irradiation angle of 45 degrees.

Luminous 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 Luminous: Luminous may, at its discretion, use new, re-manufactured, or refurbished parts or products when repairing or replacing the modules under this Warranty.

LUMINOUS PV MODULE LIMITED WARRANTY

Luminous 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 Term of Warranty.

WARRANTY TRANSFER: Notwithstanding anything to the contrary in this Warranty, the Warranty provided herein shall apply only as long as the module(s) warranted hereby is/are owned by the customer who has purchased the module(s) for his/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 Luminous, 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) at Luminous's discretion shall be the exclusive remedies under this Warranty. Luminous hereby disclaims any other responsibility or liability; the customer waives all his legal rights upon accepting any of the remedies provided under this Term of Warranty.

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 Luminous and the customer thereby discharges Luminous unconditionally against any claims, of whatsoever nature, with respect to the products under this Warranty.

PROCEDURE TO CLAIM WARRANTY:

Please contact Luminous immediately in writing or by email to care@luminousindia.com or to an authorised Luminous sales representative or your nearest Luminous branch office. For address and other details, please logon to www.luminousindia.com.

The Warranty could be claimed by a customer, at one time for one cause, as the case may be and not by both, or twice.

The Warranty Claim should be made immediately supported with the following:

- Short and crisp description of the problem being experienced.
- Periodical maintenance reports or tests performed on the module in past.
- Corresponding serial numbers, photographs of the module(s).
- Date and place of purchase of the module(s), original invoice.
- Name of dealer/distributor and details of previous claims made, if any, and nature of such claims.

Luminous will not accept any returned panels without a prior lodged complaint. Any false information in the Warranty Claim shall result in rejection of the Warranty Claim without prejudice to Luminous's further remedies under the law.

WARRANTY EXCLUSIONS & 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 the 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 Luminous's sole and exclusive discretion, 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.

NOTE: There exists no Warranty for the concerned module(s) whose type or serial numbers appear 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 Luminous.

In case of replaced module(s), the Warranty is available for only the remaining period of Term of Warranty and shall not start again from the date of replacement of module(s). For instance, the Term of Warranty for a module is 5 (five) years and if the module gets replaced in the 3rd (third) year, the Warranty for the purchased Luminous module will be available for the remaining 2 (two) years.

Return of any replaced module(s) is not accepted unless prior written authorization in writing has been given by Luminous. Luminous may not necessarily supply the identical module owing to constant changes

The Warranty provided herein does not cover damage, malfunctions, or service failures of the module(s) if any or all of the below mentioned conditions are met such as:

- 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.
- There is a failure to follow the installation, operation or cleaning & maintenance instructions/guidelines given in the manual.
- The module is found to be mishandled.
- The module is not used properly and is deployed to improper or wrong use.
- The contents of the invoice are found to be false or tampered.
- The serial number sticker of the module and the number on the invoice does not match.
- The module is found to be damaged due to improper handling by unauthorized personnel leading to misuse, abuse, neglect, vandalism or accident, alteration, improper installation or application; repair or modification that does not strictly follow the manufacturer's instructions; non-observance of Luminous's maintenance instructions.
- 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.
- There is a failure to abide by the installation, operation or cleaning & maintenance instructions/guidelines provided in the manual.
- There are defects due to faulty wiring, installation, or device handling.
- 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.
- The module is found to be damaged where such damage is caused by pests, lizards, rats, cockroaches, etc., or other animals.
- The module is damaged because 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.
- The claim is related to improper packaging resulting in defect or damage to the module or part thereof (like impact on pallet) that should have been inspected and verified by the buyer at the delivery site itself. Luminous will only accept such claims if the same occurs during delivery if transportation is within Luminous's scope.
- The device has been exposed to voltages beyond the permitted maximum system voltage.

NOTE: The installation of module(s) requires extreme caution & handling skills, therefore, should only be undertaken by a qualified and licensed professional.

LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUMINOUS 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 LUMINOUS 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 LUMINOUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUMINOUS'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO LUMINOUS 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) lightning, earthquake, 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 Luminous'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.

NATURAL WEAR & TEAR: Any deterioration in appearance due to naturally occurred scratches, stains, mechanical wear, rust, mold, degradation, discoloration, and other alteration that occurred after shipment from "Luminous" that does not affect the power generation performance or mechanical strength of the modules, is not covered under the Warranty.

GOVERNING LAWS: The Warranty provided herein and any other claim or dispute arising under or in connection with this Warranty 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 out to that affect in this Warranty.

mere signing of the purchase order/contract having overridden the said clause will not affect this Warranty.

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

DISCLAIMERS: LUMINOUS 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 LUMINOUS UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO BY LUMINOUS IN WRITTEN. LUMINOUS 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.

For the purpose of this Warranty, 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

LUMINOUS POWER TECHNOLOGIES PRIVATE LIMITED

Corporate Office : Plot No. 150, Sector-44, Gurugram, Haryana

Customer Care Number: 99999 33039

Website: www.luminousindia.com, Email: care@luminousindia.com