

**BLUEBIRD SOLAR PVT. LTD.**  
**LIMITED WARRANTY FOR PHOTOVOLTAIC CELLS**  
**5 YEAR LIMITED PRODUCT WARRANTY**

Bluebird Solar warrants the solar modules to be free from defects in materials and workmanship under normal application, installation usage and service conditions for 60 months.

Subject to the exclusions contained below, Bluebird Solar warrants to the original buyer that the modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in Bluebird Solar standard product documentation.

**25 YEAR LIMITED MINIMUM P<sub>MAX</sub> (PERFORMANCE WARRANTY)**

‘MINIMUM P<sub>MAX</sub>’ is the minimum power in peak watts that a photovoltaic module generates as stated on the module rating label in the standard test conditions.

For the sales of panels, Bluebird Solar additionally warrants that for a period of twenty five years the module will maintain a performance as set forth below:

- During the first year, Bluebird Solar guarantees the ACTUAL POWER OUTPUT/MINIMUM P<sub>MAX</sub> of the module will be no less than 97% of the labelled power output
- From year 2 to year 24, the actual annual power decline will be no more than 0.7%; by the end of year 25, the ACTUAL POWER OUTPUT/MINIMUM P<sub>MAX</sub> will be no less than 80% of the labelled power output.
- The ACTUAL POWER OUTPUT/MINIMUM P<sub>MAX</sub> of the module shall be determined for verification using Standard Testing Conditions only.

The ACTUAL POWER OUTPUT/MINIMUM P<sub>MAX</sub> measurement is either carried out by a Bluebird Solar facility or by a Bluebird Solar recognized 3<sup>rd</sup> party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then Bluebird Solar, at its option, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by:

If within a period of 25 years from the date of sale to the original customer, any photovoltaic module exhibits a power less than 80% of the minimum p<sub>max</sub> or the warranted values at standard testing condition, to be carried out by the Bluebird Solar Pvt. Ltd. Or by a Bluebird Solar recognized 3<sup>rd</sup> party provided that such loss in power is determined by Bluebird Solar Pvt. Ltd. (at its sole and absolute directions) to be due to defects in material or workmanship during manufacturing or not due to faulty installation, Bluebird Solar Pvt. Ltd. will at its sole option replace such loss in power by either providing additional module to the customer to make up such loss in power, or by repairing and replacing the defective module.

Bluebird Solar will make all reasonable efforts to repair or replace the PV Module with an electrically and mechanically compatible PV Module with an equal or greater power rating.

**GENERAL CONDITIONS**

Panels will provide the most power at peak sunlight. This requires no cloud cover and occurs at the middle of the day. The panels will continue to provide power at a reduced rate before and after this peak sunlight period at any time whilst the sun is out. The panels will obviously not provide any power before dawn or after dusk.

The panels should be cleaned on a regular basis for best performance as anything that may be blocking sunlight from the photovoltaic material will reduce the efficiency of the panel. Panels should be cleaned using a microfiber cloth as scratches may reduce the performance of the panels.

The power backup by Bluebird Solar Panels depends on number of factors, including but not limited to factors such as

- I) how much stored energy you need to replace in battery/battery bank
- II) the efficiency of your solar regulator/inverter and the charging method it uses and
- III) the amount of solar energy is provided.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Bluebird Solar's standard product documentation.

Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module.

## **LIMITATIONS & EXCLUSIONS**

The Limited Warranty of the Solar Panel is exclusive for the purpose confined and specific to the functionality of PV modules. The electronic device/instruments/s, tool/s, equipment/s assembled/attached for the performance of Solar Panel comes with separate product warranty and are not covered under this limited warranty as provided by the Bluebird Solar Pvt. Ltd. Bluebird Solar will, at its sole option either repair or replace any photovoltaic module that Bluebird Solar determines to be defective under the terms of this limited warranty.

The repair replacement or refund remedy shall be the sole and exclusive remedy provided under this limited warranty.

This limited warranty does not warranty any specific power output, which shall be exclusively covered under pmax Warranty hereinafter (limited minimum pmax warranty).

This limited warranty, shall be subject to the functionality of the PV modules governing the solar panel, is dependent upon the functioning of other electronic devices/item/s, instrument/s, tool/s assembled for the performance and the discrepancy in functioning of the solar panel due to the discrepancy in any of the item/s, instrument/s, tool/s shall not be considered in terms of the Solar Panel Warranty.

Limited Warranty for any repaired or replaced PV Module shall not extend beyond the Warranty Period.

Warranty claims must be filed within the applicable Warranty period, without exception.

"Warranty Start Date" is the earlier of (i) date of array interconnection and (ii) date of the purchase. If the purchase date cannot be verified, manufacturing date will be used in its place.

These limited Warranties do not cover any transportation costs for return of the Solar Panels or for reshipment of any repaired or replaced solar panels or cost associated with installation, removal or reinstallation of the Solar Panels.

The limited warranties set forth herein DO NOT apply to any module which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power failure surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, or other events outside Bluebird Solar control.

Unless otherwise required by any mandatory applicable law, the limited warranties do not cover any transportation costs for return modules, or for reshipment of any repaired or replaced module, or any other cost associated with installation, removal or reinstallation of modules.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the type or serial number of the applicable product has been altered, removed or made illegible.

Bluebird Solar reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable.

These limited Warranties do not apply to normal wear and tear, which includes, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the PV Module to the natural effects of exposure to weather conditions over time, or to Solar Panels which in Bluebird Solar Pvt. Ltd.'s sole judgment have been subjected to: Misuse, abuse, neglect, vandalism or accident; alteration improper installation or application that does not strictly follow the manufacturer's instructions; repair or modifications that do not strictly follow the manufacturer's instructions; power failure, electrical spiels or surges, lighting, flood, fire, accidental breakage or other event outside Bluebird Solar Pvt. Ltd.'s control.

Warranty claims will not be honored if the serial number of the Solar Panels have been altered, removed or made illegal.

Bluebird Solar shall not be answerable or held responsible or liable to the customer or any 3<sup>rd</sup> party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of Bluebird Solar.

All the electronic device/items/instruments/tool compiling in a whole set-up of the Solar Panel have separate warranty term irrespective of the warranty term of the Solar Panel.

**SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF**

AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF BLUEBIRD SOLAR, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING, SIGNED AND APPROVED BY BLUEBIRD SOLAR.

BLUEBIRD SOLAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL BLUEBIRD SOLAR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED.

BLUEBIRD SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO BLUEBIRD SOLAR BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE BLUEBIRD SOLAR'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

VALIDITY OF THIS LIMITED WARRANTY SHALL BE VALID AND APPLIED FROM THE DATE OF PURCHASE OF SOLAR PANEL AND SHALL APPLY TO ALL PV MODULE SOLD TO A CUSTOMER SUBJECT TO THE REVISION OF WARRANTY TERMS AND CONDITION.

#### **WARRANTIES SHALL BE VOID IF:**

PV MODULES INSTALLED IN LOCATIONS, WHICH IN BLUEBIRD SOLAR ABSOLUTE JUDGMENT MAY BE SUBJECT TO DIRECT CONTACT WITH BODIES OF SALT WATER

PV MODULES, FOR WHICH THE LABELS CONTAINING PRODUCT TYPE OR SERIAL NUMBER HAVE BEEN ALTERED, REMOVED OR MADE ILLEGIBLE

PV MODULES WHICH HAVE BEEN MOVED FROM THEIR ORIGINAL INSTALLATION LOCATION WITHOUT THE EXPRESS WRITTEN APPROVAL OF BLUEBIRD SOLAR.

#### **PROCEDURE FOR OBTAINING WARRANTY SERVICE**

The prerequisite for the acceptance of warranty claims is submission of the original bill of sale to Bluebird Solar.

An immediate notification shall be filed directly to Bluebird Solar Pvt. Ltd. together with the notification, the customer should provide a description of the claim, the corresponding module serial number, and the proof of purchase such as a commercial invoice.

Claims arising out of or in connection with warranties must be asserted within one month of knowledge of the event giving rise to the claim. No consideration will be given to late complaints. The determining factor for compliance with the warranty time limits is timely receipt of notification.

The return of any PV module will not be accepted unless prior written authorization has been given by Bluebird Solar Pvt. Ltd. Any replaced module shall become the property of Bluebird Solar Pvt. Ltd. have the right to deliver the PV module (different in size, color, shape and power) in case of production has been discontinued at the time of claim. The repair or replacement of the PV module or the delivery with additional PV module shall not extend the original terms of the "LIMITED PRODUCT WARRANTY" and the "LIMITED MINIMUM PMAX WARRANTY AND LIMITED REMEDY."

If the customer has a justified claim covered by this Limited Warranty, then the customer shall be entitled to immediately notify (a) the seller and installer of the PV Modules, of (b) any authorized Bluebird Solar installer.

Bluebird Solar will give advice on handling the claim, which shall include, without limitation, the provision of the warranty card, online warranty registration information, invoice, and/or evidence of the date of delivery of the PV Module, serial number and product number of affected modules, and evidence of claim. The return of any PV Modules will not be accepted unless prior written authorization has been given by Bluebird Solar. Circumstance beyond the reasonable control of Bluebird Solar.