


LIMITED WARRANTY FOR EVVO SOLAR PV MODULES

REV	ECO/NPA	DESCRIPTION OF CHANGE	CHK'D/DATE	APP'D/DATE				
1	20/4/2023	INITIAL DOCUMENT	--	--				
2	26/6/2023	Revised Document	26/6/2023					
							APPROVED BY	REV:

The warranties described in this limited warranty (such warranties being referred to collectively as this "Warranty") cover SPV MODULES manufactured by SHIMATO Enterprises Pvt, Ltd ("EVVO") as:

1. POLY CRYSTALLINE MODULES

144 Cell Series: EVVO 144CXXXPY24 (Where XXX = 315 to 350Wp)

72 Cell Series: EVVO 072FXXXPY24 (Where XXX = 315 to 350Wp)

2. MONO CRYSTALLINE MODULES

144 Cell Series: EVVO 72MXXXHLPro (Where XXX=530 to 550Wp)

144 Cell Series: EVVO 10BB XXX IR-series (Where XXX=530 to 545Wp)

144 Cell Series: EVVO XXX RN-series (Where XXX=515 to 540Wp)

144 Cell Series: EVVO XXXW-182M/144 (where XXX = 515 to 545Wp)

144 Cell Series: EVVO XXXW-166M/144(Where XXX = 430 to 455Wp)

144 Cell Series: EVVO M672XXXHLP (Where XXX = 415 to 445Wp)

144 Cell Series: EVVO 144CXXXPRC24 (Where XXX = 340 to 390Wp)

144 Cell Series: RN-XXX-182M/144 / RN-XXX-182M/144 Bifacial

72 Cell Series: EVVO 072FXXXPRC24 (Where XXX = 340 to 400Wp)

3. GENERAL EXCLUSION

The limited warrants 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, improper system design which caused constant shading to the modules 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 EVVO control. 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. Further, any power loss due to cracks in the solar cells developed due to negligence during the transportation, installation or operation & maintenance of the solar panels is not covered under Solar warranty.

4. WARRANTY START DATE

The Warranty Start Date is the date of installation of the Products or three months after the delivery of the Products to the Buyer or from the date of invoice whichever date is earlier.

5. WARRANTY ELIGIBILITY

The persons who are eligible to raise claims under this EVVO Warranty are only (i) buyers that have purchased the devices themselves and have put them into operation for the first time (herein "Initial Operator") and (ii) buyers that have acquired the devices legitimately and with no modifications from the Initial Operator or the Initial Operator's legal successor(s). The persons eligible under this EVVO Warranty are herein referred to as "warranty claimant". Other persons are not authorized to assert claims against EVVO under this EVVO Warranty.

However, the warranty claimant may appoint a third party to raise its claims under this EVVO Warranty. Assigning and/or transferring these rights to persons other than a warranty claimant is not permitted.

(i) LIMITED PRODUCT WARRANTY:

Subject to the exclusions contained herein, EVVO Solar warrants to the original buyer (the "Buyer") of the Products that the Products shall be free from defects in materials and workmanship which influence Products functionality under normal application, installation, use, and service conditions.

Claims under this warranty will only be accepted if the Buyer can prove that the malfunctioning or non-conformity of the Products results exclusively from defects in materials and/or workmanship under normal application, installation, use, and service conditions specified. This Limited Product Warranty covers glass breakage if there was no external cause of breakage (i.e., only breakage caused by the glass itself or the module is covered). This Limited Product Warranty does not warrant a specific power output of the Products, which shall be exclusively covered under the Limited Performance Warranty elaborated below.

(ii) LIMITED PERFORMANCE WARRANTY:

In addition, EVVO Solar warrants that for a period of twenty five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is refined as Peak Power Watts P_{max} (Wp) plus Peak Power Watts P_{max} (Wp) multiplied by the lower limit of the Power Output Tolerance $P_{max}(\%)$ —as specified in the relevant Product Data Sheet and measured at standard test conditions (STC: Irradiation $1000\text{w}/\text{m}^2$, Temperature 25°C , AM1.5) for the Product(s) shall not exceed and measurement shall either be carried out by EVVO Solar or by a third party testing institute recognized by EVVO Solar and the customer.

(iii) Dual-glass module: 30-year Performance warranty

The Supplier warrants for a period of 30-year performance warranty ("Performance Warranty Period") in details as below: the loss of power output relating to the initial guaranteed power which is refined as Peak Power Watts P_{max} (Wp) plus Peak Power Watts P_{max} (Wp) multiplied by the lower limit of the Power Output Tolerance $P_{max}(\%)$ —as specified in the relevant Product Data Sheet and measured at standard test conditions (STC: Irradiation $1000\text{w}/\text{m}^2$, Temperature 25°C , AM1.5) for the Product(s) shall not exceed and measurement shall either be carried out by EVVO Solar or by a third party testing institute recognized by EVVO Solar and the customer.

Remark: According to STC, Measurement system uncertainty should be included in all actual power output measurements. (STC: Irradiation $1000\text{w}/\text{m}^2$, Temperature 25°C , AM1.5)

Neither the repair or replacement of the SPV MODULES, nor the supply of additional SPV MODULES, shall cause the amendment of the original Warranty Start Date, and the original periods of this Warranty shall not be extended thereby. Any replaced SPV MODULES shall become the property of EVVO for their disposal. If EVVO discontinues the type of SPV MODULE covered by this Warranty, EVVO has the right to deliver another type of SPV MODULE (different in size, colour, shape and/or power) of equivalent or greater power, as appropriate.

6. EXCLUSIONS AND LIMITATIONS

This Warranty will not apply for the following cases:

- 1) If the SPV MODULE is improperly installed by anyone or is abused or misused.
- 2) If the type or serial number of the SPV MODULE has been altered, removed, or made illegible.
- 3) If the SPV MODULE is installed in a mobile (excluding a photovoltaic tracking system) or marine environment or is subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution).
- 4) If the components of the construction on which the SPV MODULE is mounted are defective, causing external corrosion, mild discoloration, or the like to occur.
- 5) To death of or injury to persons resulting from any cause other than the negligence or wilful misconduct.
- 6) To incidental, consequential, or special damages such as loss of use, loss of profits, revenues, business, goodwill, damage to reputation or expenses payable to a third party.

7) Failure to pay the purchase price towards EVVO Solar or its subsidiaries which have put the module on the market even though (i) the payment was due and (ii) the direct customer who has obtained the module from EVVO Solar or its subsidiary ("Direct Customer") is not entitled to withhold the purchase price or parts of the purchase price. EVVO Solar must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the module. In case that EVVO Solar can reject the claims under this Global Limited Warranty based on this provision, the Buyer can deposit the amount not paid to trigger the Global Limited Warranty claims.

8) Failure to provide proof of purchase or product information.

9) Failure to comply with the requirements of EVVO Solar's user manual or rules of use and application for the Products.

10) Failure to carry out proper operation and maintenance (including but not limited to operation and maintenance requirements requested by EVVO Solar's applicable user manual or other applicable local laws and regulations of the place of installation).

11) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation.

12) Change, erasure or illegible made of the Product's type, nameplate, or serial number (other than by any act or omission of EVVO Solar).

13) Installation on mobile units (except photovoltaic tracking system), such as vehicles, ships, or offshore-structures.

14) Exposure to voltage in excess to the maximum system voltage or power surges.

15) Defective components in the construction on which the module is mounted.

16) Exposure to mild discoloration or similar external effects.

17) unauthorized modifications:

a) Operation/maintenance by use of unauthorized spare parts.

b) Application under extreme environmental conditions or rapid changes in such environments resulting in corrosion, oxidation, or affected by chemical products.

c) other acts beyond EVVO Solar's reasonable control (including direct or indirect damage by war, fire, flood, hurricane, volcanic eruption, surface collapse, debris flow, lightning, earthquake, heavy snowfall, hailstone, strong breeze etc.).

18) Use of the Products in such a manner as to infringe EVVO Solar's or any third party's intellectual property rights (including but not limited to patents, trademarks, etc.).

19) Any subsequent sale of the Products from a country where EVVO Solar was first marketed to another country without the consent of EVVO Solar ("Prohibition of Parallel Import"). But the Prohibition of Parallel Import does not apply to the sales within the European Union ("EU"), where the sale of Products from one EU country to another does not require the consent of EVVO Solar. However, the consent of EVVO Solar must be obtained for the sale of Products from outside the EU to an EU country or from an EU country to outside the EU.

7. FORCE MAJEURE

EVVO shall not be responsible or liable in any way to Purchaser for any non-performance or delay in performance under this Warranty due to acts God, war, riots, strikes, terrorist attacks, natural calamities, Quarantine/Epidemic, pandemic situation, etc. unavailability of suitable and sufficient labour, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including but not limited to any technological or physical event or condition that is not reasonably known or understood at the time of the sale of the SPV MODULE(s) or the claim. In the event of occurrence of Force Majeure situation, the limited warranty shall be not applicable and will be null and void.

8. TRANSFERABILITY

This Warranty shall be transferable by Purchaser to a new legal owner of the SPV MODULE, provided that:

- 1) Such new owner also takes possession of the original proof of purchase.
- 2) The modules remain in their original installation location, and none of the provisions this Warranty shall have been breached by Purchaser prior to such transfer of ownership.
- 3) For the avoidance of doubt, the transfer of this Warranty does not amend the original Warranty Start Date, or the applicable periods specified herein.

9. RIGHTS AND REMEDIES AGAINST THIRD PARTIES

This Global Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Products. It shall not affect any rights, obligations, and remedies of the Buyer, if any, regarding third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which the Buyer may be entitled by agreements with such third parties or by law.

10. WARRANTY CLAIM SUBMISSION AND VERIFICATION

If Purchaser determines that a claim can be made under this Warranty, Purchaser shall immediately deliver written notification thereof to EVVO, specifying each alleged claim (including evidence thereof), the original Purchaser's proof of purchase, and the corresponding serial number(s) of the affected SPV MODULE(s). In the immediately preceding sentence, the term "immediately" means within 1 month of identifying the defect or other problem that Purchaser believes underlies each claim being made under this Warranty.

Purchaser's return of any SPV MODULE(s) will not be accepted unless prior written authorization shall have been given by EVVO, and upon such authorization to return SPV MODULE(s), Purchaser must arrange secure packaging that is sufficient to ensure that there is no change in the state of the SPV MODULE(s) during return shipment and shall insure such SPV MODULE(s) for the benefit of EVVO. EVVO will not be responsible for the costs related to removal or installation or reinstallation of SPV MODULE(s).

Any Warranty Claim under this Limited Warranty shall be forfeited if the Customer does not notify EVVO of such claim in writing within thirty (30) days after discovering or after the Customer should have discovered the defect claimed under the Limited Warranty.

In the event of a dispute between Purchaser and EVVO that arises out of the technical evaluation of the validity of any Warranty claim, a first-class international test-institute, or other organization or institution of comparable competence and international standing shall be engaged to determine the validity of such claim, and such determination by such test-institute shall be final, conclusive, and binding on both parties. The party whose position on the validity or non-validity of any claim is counter to the determination of such test-institute shall bear the cost of such technical evaluation and determination by such test-institute.

11. SEVERABILITY

If a part, provision or clause of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void, or unenforceable, such holding shall not affect the validity or enforceability of any other part, provision or clause of this Limited Warranty or its applicability to any other person or circumstance, and to this end such other parts, provisions, clauses, or applications of this Limited Warranty shall be treated as severable.