



Limited Warranty Policy

Worldwide Coverage

This document applies to Senersun Photovoltaic Modules

Language: **English**

Senersun Ltd.

www.senersun.com

Senersun Limited (hereinafter referred as "Senersun"), warrants to the original customer that Senersun Photovoltaic Modules have a Product Warranty and a Performance Warranty, as defined below.

The warranties described herein shall be sole and exclusive warranties granted by Senersun and shall be the sole and exclusive remedy available to the purchaser. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Senersun to the purchaser with respect to the Product and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise.

1. PRODUCTS COVERED BY THE WARRANTY

This limited warranty shall apply to Senersun crystalline photovoltaic solar modules (hereinafter referred to as the PV modules).

The limited warranty shall apply to the following product types:

SSM36A	SSP36C	SSM60C
SSM48A	SSP48C	SSM72C
SSM54A	SSP54C	
SSM60A	SSP60C	
SSM72A	SSP72C	
SSM96A		

2. Warranty Starting date

The warranty starting date is defined as the date of delivery to the original customer or twelve (12) months after the date of production of the PV modules, whichever date is earlier.

3. Warranty

3.1 Limited Product warranty

Senersun Ltd warrants that for a period of ten (10) years commencing from the warranty starting date, its PV modules shall be free from defects in materials and workmanship under normal application, installation, use and service conditions.

This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty).

3.2 Product warranty Remedies

If the PV modules fail to conform to either one of the above warranties, Senersun will, at its option, either

- i) repair the defective product at no charge, or
- ii) replace the product or part of the product, or
- iii) refund the purchase price as paid by the Customer ("Purchase Price").

The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty.

The repair or replacement of the product shall not extend the warranty period beyond the original warranty period set forth herein. The repair or replacement shall not constitute a new warranty starting date.

3.3 Limited Power Output Warranty

Senersun additionally warrants that for a period of twenty five (25) years commencing from the warranty starting date, the degradation of the nominal power output, as specified in the manufacturer label, will not exceed 3% in the first year and 0.7% of the nominal power output per year from the second year ending on the 25th year with 80.20% of the nominal power output.

For the purpose of this section, the nominal power output is understood the power output as specified in Senersun's Product datasheet and manufacturer label. The power output is the

peak power in watts that a PV module generates at Standard Test Conditions (Irradiance of 1,000W/m², light spectrum AM1.5, and a cell temperature of 25°C).
The Nominal power output shall be measured according to IEC 61215 relevant chapter.

3.4 Power output Remedies

If the PV modules fail to conform to either one of the above warranties, Senersun will, at its option, either

- i) repair the defective product at no charge, or
- ii) replace the product or part of the product, or
- iii) make up for the loss of power by providing additional PV modules, or
- iv) provide monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power

The solutions mentioned above shall be the sole and exclusive remedy provided under the Limited Product Warranty.

The repair or replacement of the product shall not extend the warranty period beyond the original warranty period set forth herein. The repair or replacement shall not constitute a new warranty starting date.

3.5 Exclusions and Limitations

Warranty coverage does not apply when:

- a) The Product is improperly installed or abused or misused
- b) The Product is installed in a mobile environment, subjected to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution)
- c) The components in the construction based on which the module is mounted are defective
- d) External corrosion, mold, discoloration or the like occurs
- e) Defects are caused by the Product being subjected to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, repairs or attempted repairs performed by anyone other than Senersun or authorized service providers, accident, force of nature (such as lightning strike), influence from chemical product or other acts beyond Senersun reasonable control (including but not limited to damage by fire, flood, etc.)
- j) Death or injury to persons resulting from any cause other than negligence of Senersun, its employees or representatives; and
- k) 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.
- l) the type or serial number of the PV Modules have been altered, removed or made illegible.
- m) the products were not originally sold by Senersun or its affiliates or the products are used in such manner as to infringe Senersun's or any third party intellectual property rights.

The Limited Warranty covers neither transportation costs due to the return of PV modules or to the reshipment of any repaired or replaced PV module, nor the removal, installation or reinstallation costs of PV modules or their components. The limited warranty does not cover any cost intended to measure the power of a PV module and to assess its quality either. However, in case of a replacement, Senersun contracts to allow a replacement with modules of the same or better quality, available in its closest stock, in order to reduce the re-supplying time and transportation costs.

Limitation of Warranty Scope

The Limited Warranty described herein is in addition to whatever implied warranties may be granted to purchasers by law. All implied warranties including the warranties of merchantability and fitness for use are limited to the period(s) from the date of initial purchase by the customer set forth below. Neither the sales personnel of Senersun nor any other person except from Senersun's legal representative is authorized to make any warranties other than those described herein, or to extend the duration of any warranties beyond the time period described above on behalf of Senersun.

Senersun shall not be liable or in any way responsible for any incidental or consequential economic or property damage. Senersun's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the purchaser, for the single unit of PV Module.

4. Various

Any replaced component or PV Module shall become property of Senersun.

In case of replacement of modules, Senersun reserves the right to deliver another type (different in size, color, shape and/or power) if Senersun has discontinued the production of the PV Modules to be replaced at the time of the claim.

5. How to claim warranty?

Requests for the implementation of this Limited Warranty must always be submitted during the period of applicability of this warranty. To implement this warranty, the customer shall submit a request written within a maximum of thirty (30) days after the discovery of any flaw or power inefficiency.

If the purchaser feels a justified claim covered by this Limited Warranty, an immediate notification to Senersun shall be filed at the following address:

Senersun Ltd.
2, cours du XXX Juillet, 33064 Bordeaux
FRANCE
Tel. +33 (0)5 56 64 11 43

or by mail at: after-sales@senersun.com

Together with the notification, the purchaser should enclose the evidence of the claim with the corresponding serial number of the defected PV Modules and the invoice on which the defected PV Modules have been purchased.

Be sure to have a proof of purchase available such as the Pro forma invoice. The return of any PV Module will not be accepted unless prior written authorization has been given by Senersun. If the purchaser ships the PV modules, he shall ensure it is insured and packaged securely.

6. Transferability

This warranty is extended to the original end use purchaser, and is transferable to any subsequent owner of the location or subsequent holder of the PV modules when the PV modules remain at their original location upon satisfactory proof of succession or assignment.

7. Disputes

Any dispute relating to claims brought under this limited warranty shall be determined by expert arbitration. Senersun and the customer shall appoint as independent expert and

appraiser a first class test-institute such as TÜV Rheinland in Cologne, Germany, Fraunhofer ISE in Freiburg, Germany or Arizona State University, USA.
Fees related to the arbitration shall, unless otherwise awarded during the arbitration, be borne by the losing party.

8. 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 and shall leave all other parts, provisions, clauses or applications of this Limited Warranty, and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

9. Force Majeure

Senersun shall not be responsible or liable in any way to the purchaser or any third-party arising from 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, unavailability of suitable and sufficient labor, material, capacity, technical, or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV Modules or the claim.

10. Validity

The limited warranty shall apply to
Products delivered to the customer from August 1st, 2012 and produced after July 21st, 2012.
The present warranty supersedes the previous revision of the Senersun limited warranty and shall be valid until a new revision is issued.

Warranty Policy Rev. dated July 2012