

PRODUCT & PERFORMANCE WARRANTY

Thank you for purchasing a LUXRA PV Module

1. Warranted Products

This Warranty for PV Modules (“Warranty”) shall only apply to the modules supplied by Luxra Solar as mentioned in the table below. The models covered under this warranty are:

| SI | MODEL NAME | Series |
|----|----------------------------------|--------|
| I | PV 60-RP6- XXX (XXX=250 -280) | |

2. PRODUCT WARRANTY - REPAIR, REPLACEMENT OR REFUND

Luxra Solar warrants the customer that each module will be free from all defects in materials and workmanship under normal application, installation, usage and service conditions for a period of

- ◆ 10 Years Product Warranty for Series Modules

Starting from the Warranty Start Date (as defined in Section 13. “Validity”). If any module fails to conform to the warranty in this Section 2, Luxra Solar will, at its sole discretion, either

- repair or replace the module or
- refund the purchase price paid by the customer for the module as compensation.

Any deterioration in appearance of the product (including any scratches, stains, 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 Warranty. This type of change does not lead to a 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. The foregoing remedies shall be Luxra Solar’s sole and exclusive obligation, and the customer’s sole and exclusive remedy, for any module’s failure to

conform to the Warranty in this Section 2, and any repair or replacement shall not extend the warranty period set forth herein. The warranty in this Section 2 does not warrant a specific power output, which shall be exclusively covered in Section 3 of the Power Warranty.

3. POWER WARRANTY – 25 YEARS

Luxra Solar warrants that within a period of TWENTY FIVE (25) years from the Warranty Start Date, the module will exhibit a nominal power output of 90% for a period of 12 years and 80% for a period of 25 years under the Standard Test Conditions (STC) of 25°C, 1.5 AM, 1000W/m² as stated in the product data sheet.

4. LIMITED REMEDY

If any module fails to confirm to the Power Warranty thresholds in Section 3 and, provided that such loss in power is determined by Luxra Solar to be due solely to defects in materials or workmanship, then Luxra Solar will replace such loss in power by either of the following in consultation with the customer by

- repairing or replacing the module
- supplying an additional module to the customer to make up for such loss in power or
- providing financial compensation for the reduced output power performance of the module.

Luxra Solar will pay for the shipping and installation costs of the replaced module .

The foregoing remedies shall be Luxra Solar's obligation, and the customer's remedy, for any module's failure to confirm to the warranty in Section 3, and any repair or replacement shall not extend the warranty period set forth herein.

5. EXCLUSIONS AND LIMITATIONS

In addition to any other exclusions, limitations or conditions set forth in this Warranty, the following exclusions and limitations apply hereto:

- All warranty claims must be received within the applicable warranty period for this warranty to be effective.
- This Warranty does not apply to any module which, in Luxra Solar’s sole judgment, has been subjected to:
 - ◆ misuse, abuse, neglect or accident
 - ◆ improper transportation, storage or handling
 - ◆ alteration, improper installation or application
 - ◆ non-compliance with instructions in the installation manual
 - ◆ repair or modifications by someone other than an approved service technician of Luxra Solar
 - ◆ installation in direct contact with salt water, that is to say in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination resulting from exceptional exposure to salt water or other chemicals
 - ◆ power failure surges, lightning, installation failure, flood, fire, natural disaster, accidental breakage, heavy snow loads, vandalism or other events outside Luxra Solar’s control
 - ◆ negligence or willful misconduct or other improper acts or omissions of the customer, its employees or agents or other third parties
- The customer (and/or its Forwarding Company) shall be responsible for inspecting and accepting the modules delivered by Luxra Solar. Any claim related and/or linked to damages in the packaging, such as impacts on pallets, will only be accepted by Luxra Solar if these occur during delivery itself. In all other cases, damages should be claimed from the Forwarding Company or Insurance Company.
- Warranty claims will not be honored if the type or serial number of any module has been altered, removed or made illegible. This serial no. should remain free from tampering for the warranty to be honored.

6. LIMITATION OF WARRANTY SCOPE

a) Disclaimer

This Warranty is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability, title, non-infringement and fitness for a particular purpose, use or application, and all other obligations or liabilities on the part of Luxra Solar, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by Luxra Solar. b) Limitation of Liability

To the maximum extent permitted by the applicable laws, Luxra Solar 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 module, including, without limitations, any defect in any module, or from use or installation of any module. To the maximum extent permitted by applicable law, under no circumstances shall Luxra Solar be liable for incidental, consequential or special damages, howsoever caused, even if Luxra Solar has been advised of or reasonably could have foreseen such damages. Loss of use, loss of profits, loss of production and loss of revenues are hereby specifically and without limitation excluded to the maximum extent permitted by applicable law. Notwithstanding anything contained elsewhere in this document, Luxra Solar's aggregate liability, if any, for damages or otherwise, shall not exceed the amount paid by the customer for the module that gave rise to the warranty claim.

7. WARRANTY CLAIM SUBMISSION AND VERIFICATION

If the customer believes it has a justified claim covered by this Gold Warranty, and wishes to seek a remedy hereunder, the customer shall promptly contact the local Customer Service Manager, where applicable, submitting written notification by registered mail or by sending an email, who will then provide instructions and a claim form for filing the claim. If not applicable, the customer shall submit written notification directly to Luxra Solar by mailing a registered letter to the address of Luxra Solar listed hereunder (Section 14) or by sending an email to the email account of Luxra Solar listed hereunder (Section 14) in order to receive instructions and the claim form for filing the claim. The customer shall provide Luxra Solar with all the serial numbers of the faulty modules to validate the claim. Upon receipt of all the documentation required and specified in Luxra Solar's claim form, Luxra Solar may, at its sole and absolute discretion, seek further verification of the customer's claim. The return of any module will not be accepted unless prior written authorization has been given by Luxra Solar and the customer has complied with the packaging and shipping instructions provided by Luxra Solar. Any claim for remedy under this Warranty shall be submitted by the customer to Luxra Solar within three (3) months after discovery of the faulty modules.

8. SEVERABILITY

If a part, provision or clause of this 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 Warranty or its applicability to any other person or circumstance, and to this end such other parts, provisions, clauses or applications of this Warranty shall be treated as severable.

9. TECHNICAL DISPUTES

In the event of any dispute between Luxra Solar and the customer as to the validity of any claim made under this Warranty, an ISO 17025 accredited test laboratory recognized by Luxra Solar at its sole and

absolute discretion shall be called upon to judge the claim. Any measurements will be conducted in accordance with IEC 60904 standards and under Standard Test Conditions (STC as defined in Section 3). All fees and expenses associated with engaging such institutes shall be borne by the losing party. Nothing contained in this Section 9 shall preclude one party from bringing any legal suit, action or proceedings against the other party before the courts of Vietnam.

10. MISCELLANEOUS

The customer may have specific legal rights outside this warranty, and may also have other rights that vary from jurisdiction to jurisdiction. This Warranty does not affect any additional rights the customer may have under mandatory rules of law in its jurisdiction. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, as a result of which the limitations or exclusions in this Warranty may not apply to the customer. In the event that Luxra Solar replaces any module under this Warranty,

a) the replaced module shall become the property of Luxra Solar and Luxra Solar will deliver exact Nominal Power module to match the string design of the PV module. If Luxra has discontinued production of that particular size PV module, Luxra will replace the same size and same Pmax module within 50 days from the complaint date.

11. WARRANTY TRANSFER

This Warranty is transferable to any subsequent owner of a module solely in circumstances in which that module remains installed in its original location. Any transferee is subject to all the exclusions, limitations and conditions set forth herein.

12. FORCE MAJEURE

Luxra Solar shall not be responsible or liable in any way to the customer or any third-party for any non-performance or delay in performance of any terms and conditions of sale, including this Warranty, due to acts of God, earthquakes, tsunamis, volcanic eruptions, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of Luxra Solar. In such cases, this Warranty shall be null and void.

13. VALIDITY

This Warranty shall apply to modules manufactured by Luxra Solar with production dates from May 1, 2016 onward. The start date of this Warranty ("Warranty Start Date") shall be defined as the earlier of either the sales invoice date from when the module was purchased by the customer, or one (1) year after the module was dispatched from Luxra Solar's production or storage facilities. This Warranty shall be valid until a revised version is issued by Luxra Solar. Luxra Solar reserves the right to revise the warranty conditions without any prior notification.

14. CONTACT INFORMATION

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