



Limited Warranty for PV modules

Sunpact Solar Energy (SMC-Private) Limited (Hereinafter jointly referred to as “Sunpact”) warrants its Photovoltaic Solar Modules (Modules) according with this Warranty. Warranty Commencement Date: starting from the date of the installer use or starting at the latest 6 months after the modules dispatch from the Sunpact factory, whichever occurs earlier.

1. Limited Product Warranty-Ten years Repair or Replacement

Sunpact warrants that the MODULES together with the factory-assembled DC connectors and cables are free from any defects in materials and workmanship under normal application, usage, installation and service conditions for a period of one hundred and forty-four (144) months from the Warranty Commencement Date. If MODULES become malfunction or non-operative due to defects in material or workmanship during the one hundred and forty-four (144) months period from the Warranty Commencement Date, as verified by an independent testing agency that will be selected and confirmed mutually by Sunpact and Customer in advance, Sunpact will, at its sole option, either repair or replace the malfunctioning or inoperative MODULES. MODULE’S repair or replacement remedy shall be the sole and exclusive remedy provided under this Limited Product Warranty and shall not extend beyond the period set forth herein. This Limited Product Warranty does not warranty a specific power output at or during any time frame, which shall be exclusively covered under Section 2 of this Warranty hereinafter (“Limited Peak Power Warranty”)

2. Limited Peak Power Warranty-Limited Remedy

12 years

If, within a period of twelve (12) years from the Warranty Commencement Date, any MODULE(S) exhibits a power output less than 90% of the minimum “Peak Power at STC” (standard test conditions) as specified in Sunpact’s Product testing sheet. After confirmed by Sunpact and verified by a third-party testing institute (which is to be selected and confirmed mutually by Sunpact and Customer in advance). And such loss in power is determined by Sunpact, at its sole discretion, to be due to the MODULE’S defects in materials or workmanship attributable to Sunpact’s own causes. Sunpact will, at its sole option and discretion, either (1) make up such loss in power by providing to customer(s) additional MODULES; or (2) repair or replace the defective MODULES including free shipping to the locations as set out in the original sales contract entered between Sunpact and customer.

25 years



If, within a period of twenty five (25) years from the Warranty Commencement Date, any MODULE(S) exhibits a power output less than 80% of the minimum “Peak Power at STC” (standard test conditions) as specified in Sunpact’s Product testing sheet. After confirmed by Sunpact and verified by a third-party testing institute (which is to be selected and confirmed mutually by Sunpact and Customer in advance). And such loss in power is determined by Sunpact, at its sole discretion, to be due to the MODULE’S defects in materials or workmanship attributable to Sunpact’s own causes. Sunpact will, at its sole option and discretion, either (1) make up such loss in power by providing to customer(s) additional MODULES; or (2) repair or replace the defective MODULES including free shipping to the locations as set out in the original sales contract entered between Sunpact and customer.

The remedies set forth herein are the sole and exclusive remedies Sunpact is bound to provide under the Limited Peak Power Warranty.

3. Exclusions and Limitations

(a) Warranty claims from any customers, in any event, shall be filed in writing to Sunpact or its authorized distributors within the applicable warranty period and not beyond the last day of the applicable period of time as started above.

(b) The Limited Product Warranty and Limited Peak Power Warranty shall not apply to MODULES which have been subject to:

- Misuse, abuse, neglect, vandalism or accident;
- Alteration, improper installation or application;
- Repair or modifications that do not strictly follow the manufacturer’s instructions;
- Non-observance of Sunpact’s maintenance instructions;
- Power failure, electrical spikes or surges, lightening, flood, fire, accidental breakage or other events outside Sunpact’s control.
- Alteration, improper installation or application which is not compliant with Sunpact standard installation manual.

(c)The Limited Product Warranty and Limited Peak Power Warranty do not cover any costs associated with installation, removal or re-installation of the MODULES and (except as explicitly set forth in the last paragraph of the Section 5) customs clearance or any other costs for return of the MODULES.

(d)Warranty claims will not be approved if the type or serial number of Sunpact MODULES have been altered, removed or made illegible without written authorization from Sunpact.

4. Limitation of Warranty Scope



This Warranty as set forth herein is expressly in lieu of and excludes 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 Sunpact, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Sunpact. Sunpact 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 the MODULES, including, without limitation, any defects in the MODULES or from use or installation.

Under no circumstances shall Sunpact be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues. The aforementioned alleged losses by customers are specifically and without limitation excluded from responsibilities of Sunpact. Sunpact aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer, for the single unit of MODULES.

5. Obtaining Warranty Performance

If the Customer has a justified claim covered by this Warranty, an immediate written notification shall be directly made to Sunpact by means of registered letter to the address of Sunpact listed hereunder, or sending a notification via e-mail to the e-mail account of Sunpact listed hereunder. Together with the notification, the Customer should enclose the evidence of the claim with the corresponding serial number of the MODULES and the date on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Sunpact or its distributors should also be submitted as part of the preliminary evidence.

If the MODULES will be returned to Sunpact for inspection, repair or replacement by

Sunpact, Sunpact shall provide the Customer with a Return Merchandise Authorization (RMA). However, Sunpact will not accept a return of any MODULES without such RMA. In connection with both the Limited Product Warranty and Limited Peak Power Warranty, Sunpact may reimburse customer for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repair or replacement MODULES, only if such cost reimbursement is authorized by Sunpact's Customer Service Department in advance.

6. Transferability



This warranty is extended to the original end-user purchaser, and is also transferable to any subsequent owner of the location or holder of the product when MODULES remain at their original installed location upon satisfactory proof of succession or assignment.

7. Severability

If a section, provision or clause of this Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such shall not affect and thus shall leave all other sections, provisions, clauses or applications under this Warranty severable, and therefore validly binding.

8. Dispute Resolution

In case of any dispute in terms of warranty-claims, a first-class international testing institute, such as TÜV Rheinland, TÜV SUD, SGS, CPVT, CQC shall be entrusted by both parties upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed.

Further dispute over the claim shall be submitted to dispute resolution as stipulated in the main sales contract to which this Warranty is a part of and subject to the applicable jurisdiction agreed by the parties in the sales contract.

9. Various

The repair or replacement of the MODULES or the supply of additional MODULES does not lead to a new commencement of warranty terms, nor shall the original terms of this Warranty be extended. Any replaced MODULES shall become the property of Sunpact.

Sunpact shall at its own options to deliver another type of MODULES (different in size, color, shape, or power), either a new brand or the original one, in case that Sunpact has discontinued producing the modules in question at the time of the claim.

10. Force Majeure

Sunpact shall not be responsible or liable to the Customer whatsoever or any third-party arising out of any non-performance or delay in performance of any terms and conditions of the sales, including this Warranty, due to causes of natural disasters such as fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Sunpact.

11. Contact Information



If you have any questions, please contact Sunpact Solar Energy (SMC-Private) Limited directly.

Add: 24 F-BLOCK, JOHAR TOWN, LAHOR, LAHORE, PAKISTAN

Tel: +92 310 8888 560

REMARK:

“Peak Power” is the power in watt peak that MODULES generates in its maximum power point under STC condition. ‘STC’ are as follows:

- (a) Light spectrum of AM1.5
- (b) Irradiance at $1,000\text{W}/\text{m}^2$
- (c) Cell temperature of 25 degree Centigrade at right angle irradiation

The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Sunpact valid at the date of manufacture of the MODULES. Sunpact’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.