



PRODUCT WARRANTY

2018V1.0

PHOTOVOLTAIC MODULE



1. LIMITED PRODUCT WARRANTY - Ten years Repair, Replacement or Refund Remedy

IFIR-SOL warrants its Photovoltaic solar Modules (MODULES), if any, to be free from defect in materials and workmanship under normal application, installation, usage and service conditions. if MODULES fail to conform to this warranty, during the period ending one hundred twenty (120) months from the date of sale to the customer of the IFRI-SOL product(CUSTOMER), IFRI-SOL will, at its option, either replace or repair the product, or refund the purchase price as paid by the CUSTOMER (SALES DATE).The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the "Limited Product Warranty" and shall not extend beyond the one hundred twenty (120) months period set forth herein. This "Limited product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter ("Limited peak power warranty")

2. Power Performance Warranty

IFRISOL warrants for a period of twenty-five years (25 years) from start date of the Guarantee any module exhibits a power output less than energy in production less than the nominal power performance for that PV Module as specified by the original product label and the below performance value , and if such decrease in power below the SPV is determined to be due to defects in materials or workmanship under normal application, use and service conditions, IFIRSOL will remedy such decrease in power by, at its reasonable option, either (a) repair or replace the defective module to the Customer for replacement modules or parts, (b) provide the Customer with additional Module(s) to make up for such decrease in power so that the power output equals or exceeds the SPV Threshold, provided, it is possible for the Customer to mount such additional module(s).

For the definition of energy production of the module, the measures should be based on, or standardized, according to the following standard test conditions: irradiation 1000W/m², cell temperature 25°C and light spectrum AM 1.5. The measures must comply with the IEC 60904 standard, and must be able to account for errors in the system measures in accordance with EN 50380.

Power Output in 25 years

Years	Performance Value
0	100.00%
1	97,00%
2	96.32%
3	95.64%
4	94.96%
5	94.28%
...	...
22	82.72%
23	82.04%

24	81.36%
25	80.68%

3. Limited Peak Power Warranty-Limited Remedy

IFRI-SOL 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 defined as Peak Power Watts Pmax (Wp) plus Peak Power Watts Pmax (Wp) multiplied by the lower limit of the Power Output Tolerance Pmax (%)—as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC1) for the Product(s) shall not exceed.

LINEAR PERFORMANCE WARRANTY



For Mono crystalline Products: less than 3 % in the first year, thereafter less than 0.68 % per year, ending with no less than 80.68 % in the 25th year after the Warranty Start Date.

If MODULES fail to conform to this warranty during the period ending 25 years from the date of sale to the customer of the IFRI-SOL product, IFRI-SOL will, at its option, either repair or replace the product.

4. Exclusions and Limitations

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(2) The “Limited Product Warranties” and the «Limited Peak Power Warranties” do not apply to any MODULES which have been subjected to:

- Misuse, abuse, neglect or accident;
- Alteration, improper, installation or application;
- Non-observance of IFRI-SOL’s installation and maintenance instructions;

- Repair or modifications by someone other than an approved service technician of IFRI-SOL; Power failure surges, lighting, flood, fire, accidental breakage or any other Force Majeure incidents.

(3) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any costs associated with installation, removal or re---installation of the PV---modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.

(4) Warranty claims will not be honored if the serial number of the MODULES have been altered, removed or made illegible.

5. Limitation of Warranty Scope

These “Limited Warranties for PV Modules” as set forth herein are 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 (usage), or application, and all other obligations or liabilities on the part of IFRI-SOL unless such other obligations or liabilities are expressly agreed to in writing signed and approved by IFRI-SOL.

IFRI-SOL 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 MODULE, or from usage or installation. Under no circumstances shall IFRI-SOL be liable for incidental, consequential or special damages, howsoever caused. Loss of usage, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. IFRI-SOL’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

6. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to IFRISOL shall be filed by mailing a registered letter in writing to the address of IFRISOL listed hereunder ,or ,sending an email letter to the email account of IFRISOL listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULE(s) have been purchased. The return of any PV-modules will not be accepted unless prior written authorization has been given by IFRISOL. In connection with both the “Limited Product Warranties” and “Limited Peak Power Warranties”, IFRI-SOL shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by IFRISOL customer service department.

7. Severability

If a part, provision or clause of this “Limited Warranty for PV Modules”, 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 for PV Modules”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for PV Modules” shall be treated as severable.

8. Disputes

In case of any discrepancy in a warranty claim, a first-class international test institute such as Fraunhofer ISE, TÜV Rheinland, TÜV SÜD or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded the final explanation right belongs to IFRI-SOL.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

9. Various

The repair or replacement of the MODULES or the supply of additional MODULES does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced MODULES shall become the property of IFRI-SOL made for their disposal.

IFRI-SOL has the rights to deliver another type (different in size, color, shape and/or power) in case IFRI-SOL discontinued producing the replaced MODULES at the time of the claim.

10. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

11. Force Majeure

IFRI-SOL shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this “Limited Warranty for PV Modules”, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such IFRI-SOL. In such cases, performance by IFRI-SOL of this Limited

Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

12. Miscellaneous:

All customers, direct and indirect, are hereby notified of such potential nullification. Please contact IFRI-SOL customer service department if you have any problem with the product, quality or performance.

Any deterioration in the appearance of the product (including scratches , stains , mechanical wear , rust or mildew) - or any other modification to the occurring after delivery to the Purchaser represents not a default under this Limited Warranty unless such failure affects the power output of the product warranty in accordance with Sec. 2. A claim in the event of glass breakage shall be admissible only to the extent that it is not due to an external cause.

13. Claim Process:

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall submit such claim in writing, with supporting information including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs, to IFRI-SOL within the applicable warranty period specified above to the following address, or such future address as IFRI-SOL may provide from time to time:

Tunisia

Industrial Zone DIET ENFIDHA, 4030, Tunisia.

Tel: [+216 73 381 853](tel:+21673381853)

E-mail: contact@ifrisol.com