
TATA POWER SOLAR SYSTEMS LIMITED

LIMITED WARRANTY CERTIFICATE FOR TATA POWER SOLAR PUMP INSTALLED BY TATA POWER SOLAR SYSTEMS LIMITED

TPS-GEN-011/N/ Pump – Retail Rev 0, November 15, 2021

THIS LIMITED WARRANTY CERTIFICATE (the “**Warranty**”) is valid for One Set - TATA Power Solar Pump, installed and commissioned on or after _____ and shall continue to remain valid unless modified in accordance with the terms and conditions contained herein.

M/s. Tata Power Solar Systems Ltd., a company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at B-34 Sant Tukaram Road, Carnac Bunder, Mumbai (Maharashtra) – 400 009 and its Correspondence Address is Shatabdi Bhavan, B12-13, Sector 4, Noida, UP 201301, provides the following limited warranties to the Buyers (as defined hereinafter), subject to the terms and exclusions contained herein.

Pump Variant	
Pump / Controller Serial No.	
Modules Serial No.	
Type of Structures (Single Pole / Multi Pole)	
Invoice Number and date	
Site Location	
Customer Name	
Date of Installation & Commissioning	
Name , Signature & Stamp of Distributor / Retailer	

1. WARRANTED SYSTEM

1.1 This Warranty is only available to a customer within whose premises an installation of the Solar Pump System has been done either by Tata Power Solar or through authorized dealers/distributors of Tata Power Solar, and where such customer has installed such System for its own use in India (the “Buyer”).

2. WARRANTY COMMENCEMENT DATE

2.1 The Warranty commences from the earlier of:

- a) Date of installation of the Solar Pump System as given above; or
- b) Six months after the date of dispatch of the material for the said System from the factory premises of Tata Power Solar as given above.
(Either of the above the “Warranty Commencement Date”).

2.2 A Buyer making a claim under this Warranty shall have to establish the delivery/ installation date by providing the original invoice or sale receipt of the said Solar Pump System.

3. WARRANTY DESCRIPTIONS AND WARRANTY PERIOD

3.1 3.1 Subject to terms, conditions and limitations contained herein, Tata Power Solar provides the BUYER that the parts of Solar Pump System are free from defects in workmanship and/or materials for the following period from the Warranty Commencement Date:

- a) Solar PV Modules : According to the **Limited Warranty Certificate Submitted by OEM, attached along with this Document.**
- b) Pump with Controller : 5 years
- c) Structures : 5 years
- d) Cables : 5 years
- e) All other parts : 5 years

4. INSTALLATION WARRANTY

4.1 Subject to terms, conditions and limitations contained herein, Tata Power Solar warrants to the Buyer that commencing on the Warranty Commencement Date (i) the Solar Pump System will be installed in accordance with all applicable and relevant Indian standards and (ii) designated representatives of Tata Power Solar installing the Solar Pump System shall be experienced contractors.

4.2 Tata Power Solar is relying on the Buyer’s representation and warranty that the premises are suitable for the installation of the Solar Pump System and the Buyer indemnifies Tata Power Solar for any loss, damage, costs and expenses suffered or incurred by Tata Power Solar as a result of this representation and warranty being incorrect.

4.3 Period:

- a) The BUYER must notify Tata Power Solar of any wrong or defective installation of the Solar

Pump System by Tata Power Solar within two (2) working days of the Warranty Commencement Period or the Date of Installation & Commissioning, whichever is earlier.

- b) At the expiry of such two (2) working days' period as mentioned above, Tata Power Solar will in no way be liable for any damage or injury alleged to have been caused in connection with the wrong or defective installation of the Solar Pump System.

5. WARRANTY EXCLUSION AND LIMITATIONS

5.1 The warranties provided herein do not include damage, malfunctions or service failures caused by or resulting from:

- a) inappropriate handling during transportation or storage or misuse, abuse, neglect or accident;
- b) negligent maintenance or non-performance of the periodic function checks of the system and/or failure to comply with any of the instructions detailed in the Tata Power Solar's installation manual for the concerned Solar pump System;
- c) installation of the Solar Pump System or any part thereof by service technicians who have not been appointed by Tata Power Solar or their authorized representatives, or under the relevant law and/or applicable regulations;
- d) any component or product which has not been provided by Tata Power Solar as part of the Solar Pump System;
- e) if the Solar Pump System is used or dealt with in any way which is not consistent with the directions of use published by Tata Power Solar in the installation manual or by the manufacturer, for commercial purposes or in a manner which is otherwise not reasonable;
- f) Type, nameplate or serial number is fully or partly changed/ modified / altered, erased or made illegible on any component supplied as part of the Solar Pump System;
- g) the Solar Pump System's installation in marine environment such as ships, buoys, offshore structures, or used for unusual purposes, unless these exceptions are expressly permitted by the technical specifications stipulated by Tata Power Solar;
- h) unauthorized repair or maintenance done to the Solar Pump System or any component thereof;
- i) connection of Solar Pump System not in compliance with specifications provided by Tata Power Solar;
- j) exposure to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
- k) force majeure events, forces of nature or climatic conditions, acts of violence, intervention by third parties or other external forces such as explosions, riots, war, terrorist attacks or theft, damage by animals, floods, water damage, avalanches, fire, storm, typhoons, hurricanes, lightning, or ground movements, or other similar conditions;
- l) exposure to mold discoloration or similar external effects;
- m) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of spare parts which are not manufactured or approved by Tata Power Solar, influence from chemical products;
- n) use of the Solar Pump System in such a manner as to infringe Tata Power Solar's or any third party's intellectual property rights (e.g. patents, trademarks etc.);
- o) any reception problems, distortion related to noise, echo, interference or other signal transmission problems; and
- p) any problem with components not supplied by Tata Power Solar (which are covered and

maintained by the Buyer or any third party).

Also following do's and don't must be adhered for optimum performance

Do's

- i. Check the connections and cables periodically for any damages and report.
- ii. Set the tracker to position for structures having single pole
- iii. After sunset, when operating in manual mode, modules must be brought to stow position which is parallel to the earth.
- iv. Check safety rope for damages and replace when needed.
- v. After any storms / rain check the system for healthy working.
- vi. If the controller or actuator is not working, then, do place a call to the customer service support team.
- vii. Get the annual maintenance contract signed.
- viii. All loose fasteners should be immediately tightened.
- ix. Ensure the lubrication on screw rods (manual tracking) is provided every 3 months for smooth operation.
- x. The nut should be spray with GI spray after fastening of nut to prevent from rusting.

Don'ts

- i. Do not replace any modules which are of other make or rating.
- ii. Do not compare the water discharge at the field of the neighbours as it depends on your bore condition.
- iii. Pumps should never run dry and sizes of the delivery pipes should not be changed from the prescribed delivery outlets.

5.2 Any deterioration in appearance of the Solar Pump System (including any scratches, stains, mechanical wear, rust, or mold), or any other alterations to the Solar Pump System which occurs after delivery to the Buyer, shall not and will not constitute a defect under in terms of this Warranty unless it materially impairs the Solar Pump System's functioning.

5.3 In no event shall Tata Power Solar be liable for any incidental, indirect, consequential or like damages including specifically, but without limitation, lost profits, savings or revenues of any kind, whether or not Tata Power Solar or Buyer has been advised of the possibility of any such damages or the like. The warranties provided here are in lieu of all other warranties, express or implied. There are no warranties which extend beyond those here stated, all of which Tata Power Solar expressly disclaims, including the implied warranty of fitness for a particular purpose and/or the warranty of merchantability.

5.4 Tata Power Solar excludes its liability for any indirect, special, incidental, consequential or punitive damages arising from the use or loss of use of, or failure of any of the Solar Pump System(s) to perform as warranted, including but not limited to damages for lost services, lost profits or savings, losses, and expenses, whether or not arising out of third party claims. Tata Power Solar's maximum liability under this Warranty, either expressed, or implied, or statutory for any manufacturing or design or installation defects, is limited to the actual purchase price of the Solar Pump System reduced by all taxes, duties, insurance and transportation expenses (if any), received by Tata Power Solar from the Buyer at the time of sale and installation of such

Solar Pump System(s). The Buyer's exclusive remedy for breach of Warranty shall be only as stated herein.

- 5.5** Notwithstanding anything contained herein, Tata Power Solar shall not in any circumstances be liable to the Buyer or any third party for the death of any person(s) or any loss, injury or damage to any person(s) or property due to usage of the Solar Pump System(s).

6. REMEDIES AVAILABLE UNDER THE WARRANTY

- 6.1** As Buyer's sole and exclusive remedy under this Warranty, Tata Power Solar will at its sole discretion with regard to the applicable Solar Pump System, subject to the terms detailed in the Warranty, either:

- a) repair the defective Solar Pump System or part thereof at no charge; or,
- b) Replace the defective Solar Pump System or part thereof by a new or re-manufactured equivalent or better Solar Pump System, at the sole discretion of Tata Power Solar at no charge.

- 6.2** Replaced parts of the Solar Pump System will become the property of Tata Power Solar and the Buyer shall have no right over such replaced parts.

- 6.3** In the event of remedies under Clause 6.1 above, Tata Power Solar shall not be liable for any insurance or transportation charges, customs clearance or any other costs incurred by the Buyer for returning the defective components of Solar Pump Systems to Tata Power Solar and shipping the repaired or replaced components of Solar Pump System to the Buyer. Further, Tata Power Solar shall not be responsible for, and Buyer hereby agrees to be solely responsible for the costs and any ancillary expenses regarding any on-site labor and any costs associated with the installation, removal, reinstallation of any component of Solar Pump System thereof for service under this Warranty.

- 6.4** The Warranty Period(s) as defined in Section 3 as applicable shall not be extended, altered or renewed upon the repair or replacement of a defective Solar Pump System by Tata Power Solar. It is clarified that the Warranty Period for replaced or repaired Solar Pump System(s) is the remainder of the warranty on the original Solar Pump System.

7. WARRANTY CLAIMS AND SERVICE

- 7.1** All warranty claims must be received by Tata Power Solar within the Warranty Period for the claim to be valid. Subject to the aforesaid, all Warranty claims shall be made immediately to Tata Power Solar and maximum within two (2) working days of first discovery of the defect. Any claim made after two (2) working days from the date on which the defect is discovered by the Buyer or ought to have been discovered by the Buyer, shall not be considered as a valid claim under this Warranty even if such claim is made within the Warranty period.

- 7.2** All Warranty claims must be in writing or registered through call center and should be provided to Tata Power Solar along with full and proper details of the purchase date, serial number of the Solar Pump System, detailed description of the alleged defect, a copy of the corresponding invoice and other related documents evidencing that the claim is within the Warranty Period and in compliance with the terms of this Warranty.

- 7.3** The return of any defective Solar Pump System will not be accepted unless prior written authorization has been given by Tata Power Solar in this regard.
- 7.4** Tata Power Solar may, at its sole discretion appoint a reputable researcher from a first-class international test-institute (“Technical Expert”) to examine and verify any Warranty claims made by the Buyer in relation to the Solar Pump System. The determination by the technical expert in relation to any Warranty claim or alleged defect in the Solar Pump System will be final, conclusive and binding on the Buyer and Tata Power Solar. If the Solar Pump System is found defective, Tata Power Solar will bear the cost of such testing, however if the Solar Pump System is found to be without defect then the Buyer shall bear the cost of testing the Solar Pump System.
- 7.5** For information relating to Warranty claims/service, disposal and/or recycling options, the Buyer should contact its Tata Power Solar distributor or contact the customer service representative of Tata Power Solar. Tata Power Solar customer service center contact numbers are available at <http://www.tatapowersolar.com>.

8. FORCE MAJEURE

- 8.1** Notwithstanding anything contained herein, Tata Power Solar shall not be responsible or liable in any way to the Buyer or any third party for any non-performance or delay in performance under this Warranty due to occurrence of any force majeure events such as fire, war, riots, strikes, thunderstorms, unusual weather conditions, abnormal increase in the price of raw materials and other components of the Solar Pump System, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Solar Pump System or the notification of the relevant warranty claim under this Warranty.

9. TRANSFER OF WARRANTY

- 9.1** The Warranty shall be applicable to the original purchaser of the Solar Pump System only, and so long as the Solar Pump System continues to be physically installed at its first installation location. In case of transfer of ownership of the Solar Pump System by the Buyer to any third party, the Warranty for the Solar Pump System shall become void.

10. MODIFICATION OF WARRANTY

- 10.1** Unless modified in writing and signed by an authorized representative of Tata Power Solar, the Warranty set forth herein is the only warranty by Tata Power Solar applicable to the Solar Pump System and no one is authorized to restrict, expand or otherwise modify this Warranty.

11. MISCELLANEOUS

- 11.1** It is clarified that correction of defects in the manner and for the period of time described in this Warranty shall constitute full and complete satisfaction of all warranties, liabilities and obligations of Tata Power Solar to the Buyer with respect to the Solar Pump System and shall constitute full and

complete settlement of all claims of the Buyer against Tata Power Solar, whether based on contract, tort or otherwise.

- 11.2** Nothing contained in this Warranty shall constitute a new warranty or commencement of a fresh or extension time period during which the warranties set out herein apply.
- 11.3** If any provision of this Warranty is held to be illegal, invalid, or unenforceable under any law:
- a) such provision shall be fully severable; and,
 - b) this remaining provisions of this Warranty shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof.
- 11.4** Any dispute, controversy or claim arising out of or relating to this Warranty or the validity, interpretation, breach or termination thereof as may be designated as Dispute, including claims seeking redress or asserting rights under applicable law, shall, be resolved and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time or its re-enactment. The arbitral tribunal shall be composed of two arbitrators to be appointed by Tata Power Solar and Buyer each, and the third arbitrator shall be appointed by the arbitrators appointed by the parties and the seat of such arbitration shall be in Bangalore, INDIA.
- 11.5** The provisions of this Warranty shall be governed by, and construed in accordance with the laws of India. The courts at Bangalore, India, shall have the exclusive jurisdiction to settle any claim or matter arising under this Warranty, without giving effect to any conflict of laws.
- 11.6** This Warranty constitutes the entire arrangement between Tata Power Solar and the Buyer with respect to the Solar Pump System to the exclusion of all other understandings and assurances, either written or oral, and the same shall supersede all such other understandings and assurances.

Contact:

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