

WARRANTY CONDITIONS

Warranty

SWIKRITI RENEWABLES PVT LTD (OPC), a company incorporated under the Companies Act, 2013 and having its registered office at C-7/1:3, sector-10, Airoli Navi Mumbai (hereinafter referred to as “SRPL-GROUP”), SRPL-GROUP exclusively supplies professional and high-quality mounting systems. SRPL-GROUP products undergo extensive quality tests. All mounting systems are manufactured to the highest possible quality standards. SRPL-GROUP warrants the functionality of the Solar mounting system and that its system is free from defects and construction faults for a period of 20 years from the date of delivery and shall be subject to the below-mentioned conditions.

Warranty content

After SRPL-GROUP has been given the opportunity to investigate a complaint or have it investigated, valid defects are proven in the Solar mounting system used, SRPL-GROUP commits itself to the following at its own discretion:

- Free repair of the Solar mounting system or replacement of the defective (part of the) Solar mounting system, or crediting of the claimant for a proportional part of the purchase price. Should SRPL-GROUP agree to a replacement, the cost of transport shall be paid the by customer.
- The amount of compensation to be paid by SRPL-GROUP in the case of a granted warranty claim is limited to 10% of the initial purchase value of the (part of the) Solar mounting system.
- The warranty period for the Solar mounting system/part in question does not start again after repair or replacement of (a part of) a Solar mounting system, but starts from the date of delivery by SRPL-GROUP's authorized distributor and ends on the expiry of the original warranty period. Thus, the warranty period for any replaced and or repaired part shall not allow for the customer to claim an additional period of warranty and the

customer understands that the said repaired or replaced product/part shall be included in the original warranty period itself.

Based on the independent third-party inspection reports the warranty claims will be evaluated. The periodic structure inspection reports are mandatory for fastener warranty claims.

Warranty does not include:

- Minor deviations, such as visual defects (scratches, stains, surface corrosion, color fastness, etc.), which are insignificant to the soundness and functionality of the Solar mounting system or part thereof.
- Consequential damage. This applies in particular to personal injury and costs for damage to third-party property, loss of revenues, and loss of turnover due to the non-functioning of the respective solar energy system that is mounted with the Solar mounting

The system, damage to the building, the roof, the roofing (roof membranes, roof tiles, roof plates etc.) and the contents of the building in question.

- Work that (must) be performed or costs that (must) be incurred for inspecting the damage or replacing or repairing the defective product by third parties or by the client.

The warranty will cease to apply:

- In the absence of sound professional maintenance, non-compliance with the applicable installation and/or assembly instructions, overloading, incorrect storage, injudicious, incompetent or improper use, normal wear and tear and ageing, poorly executed assembly, damage due to chemical, electrical, electrolytic, corrosive or environmental influences;
- Solar mounting system is not purchased from SRPL-GROUP and/or the customer is unable to provide a valid proof of purchase in the name of the entity/person claiming warranty.
- If components of the Solar mounting system have been altered, modified or repaired in any way without written permission from SRPL-GROUP.
- If components are used in combination with the Solar mounting system which is not part of the Solar mounting system or which are not from SRPL-GROUP;

- When the correct numbers or components have not been used, as prescribed in the installation instructions and calculators;
- When the building, roof, roofing or construction is not suitable for installing solar panels with the Solar mounting system.
- If repairs are carried out by third parties without prior written permission from SRPL-GROUP;
- If not all obligations towards SRPL-GROUP and/its authorized distributors have been met (including but not limited to any pending dues).
- Extreme (weather) conditions and force majeure (such as but not limited to hail, lightning, fire, vandalism, high wind speeds or extreme temperatures).
- Failure to follow the warranty procedure.

The warranty is given only for the first original installation in favor of the Solar mounting system, and only to the person/entity whose name is mentioned on the original SRPL-GROUP invoice. Any reinstallation post the original installation shall not be qualified to claim any warranty.

Warranty procedure

Any damage along with a copy of the invoice from an authorized distributor, in the name of the person/entity claiming the warranty, must be reported to SRPL-GROUP in writing within 48 hours after discovery. The report must contain a detailed description as best possible of the defect so that SRPL-GROUP is able to respond adequately. SRPL-GROUP should be given the opportunity to investigate a complaint or have it investigated and reasonable time for it to carry out such investigation shall be provided to SRPL-GROUP.

This warranty does not cover any damage caused during transport and/or transit and the same shall be separately provided by SRPL-GROUP's authorized distributor and the customer shall have no claim against SRPL-GROUP for such damage. Transport damage must be determined and reported within 48 hours to the authorized distributor and SRPL-GROUP. In such cases, photographs of the damaged goods must be provided to SRPL-GROUP as well.

SRPL-GROUP is neither responsible nor liable in case of damage caused during transit/delivery, either by local transport, inadequate storage, site damage or improper handling of the goods.

During the handling of complaints and warranty claims, the customer shall not suspend any other obligations towards SRPL-GROUP.

Other Provisions

If any provision of this contract is ineffective, the remaining provisions all retain their full effectiveness. In that case, parties shall replace the ineffective provision by an effective provision in accordance **with** the objective and purport of this contract such that the new provision deviates as little as possible from the ineffective provision.

The Law of India shall apply to this Warranty. Any disputes shall be exclusively submitted to the competent courts at Navi Mumbai, Thane.