

# PRODUCT AND PERFORMANCE LIMITED WARRANTY

APPLIED TO MODULES MANUFACTURED BY  
OMNIS POWER USA INC

## 1. WARRANTED PRODUCTS

OMNISPOWER modules are supplied with a limited product and linear performance warranty. Module series covered under this warranty are mentioned below:

- CORTEX P1 series- OPXXXMXX-P1 OPXXXMXX-P1-B
- CORTEX P2 series- OPXXXMXX-P2 OPXXXMXX-P2-B
- CORTEX P3 series- OPXXXMXX-P3 OPXXXMXX-P3
- CORTEX P4 series- OPXXXMXX-P4 OPXXXMXX-P4-B
- CORTEX Shingled series-OPXXXMXX-S1 CORTEX Shingled OPXXXMXX-S2

## 2. 25 YEARS LIMITED PRODUCT WARRANTY

### Repair, Replacement, or Refund

Cortex Series modules are made with **25 years** product warranty starting from the warranty start date (refer to "validity section 13"). If any modules fail to fulfill the warranty in Section 2. Omnis Power will at its sole discretion either will:

- a) Repair the module or replace it
- b) As compensation, will refund the depreciated price of the solar module paid by the customer.

Any type of deterioration in the appearance of the product (including any aesthetic defects, strain, rust, spot, scratches, mechanical wear) or any other changes in the product that occurs after delivery to the customer does not constitute defects under this limited warranty. These types of changes in the solar module do not lead to any deterioration in the operational capabilities of the modules.

In case of glass breakage, the claim shall only be enforceable to extent that there was no external cause (natural or manmade) for the breakage. The foregoing remedies shall be OMNIS POWER sole and exclusive obligation, and the customer's sole and exclusive remedy, for any module's failure to conform to the Limited Warranty in this Section 2, and any repair or replacement shall not extend the warranty period set forth herein. Section 2 of the warranty section does not warrant specific power output, it is exclusively covered in section 3 of the linear power warranty.

### 3. LINEAR POWER/PERFORMANCE WARRANTY 30 YEARS

From the start of the defined warranty date, the first-year Power performance of the PERC monocrystalline PV module is 98.5% after that from year two (2) till year TWENTY-FIVE (30) the maximum degradation is 0.5% per year from the nominal power output of the solar module, in the 30th year ending with the 84.95% nominal power tested under STC of 25 °C, 1.5 AM, 1000 VV/m<sup>2</sup> as mentioned in the PV Module product datasheet.

The degradation Rate is  $DR = 1.00 - [(PO_{act}) / (PO_n)]$ ;  $PO_{act}$  Actual Power at STC Conditions as mentioned in section 4.  $PO_n$  = Nominal Power.

The solar module performance warranty table is attached in "Section 14" of this document for all Mono Facial PV Modules.

### 4. LIMITED REMEDY

Above and after the warranty start date as mentioned in section 13 of this document, OMNIS POWER further warrants if within the defined period in Section 3. above any Solar Module power output goes less than the nominal power performance as printed on the original product label and the output power warranted in Section 14 Warranted Power (WP) and if such reduction in output power noticed below the WP due to any defect in materials or workmanship under normal application, use and service conditions, OMNIS POWER will remedy such decrease in power, at its reasonable option by

- a) Repair the defective module or replace the module, or,
- b) Post taking corrective actions, to overcome the reduction in output power, OMNIS POWER to only provide additional module to the customer so that degraded power is compensated by additional modules. It shall be liability of the customer to mount additional PV module at his own cost and expenses

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- a) Repair the defective module or replace the module, or,
- b) Post taking corrective actions, to overcome the reduction in output power, OMNIS POWER to only provide an additional module to the customer so that degraded power is compensated by additional modules. It shall be the liability of the customer to mount additional PV modules at his own cost and expenses.

For determining the output power of the solar module, measurements must be based on the STC (Standard Test Conditions) of 1000W/m<sup>2</sup> irradiance with cell temperature of 25 °C and Air mass of 1.5AM light spectrum and the measurement shall be in accordance with the IEC 60904 standard and shall account for measurement system error based on the EN 50380 standard. The foregoing remedies shall be OMNIS POWERs sole obligation and the customer's remedy, for any module failure to conform to the warranty in Section 3, and repair or replacement shall not extend the Warranty period set forth herein.

## 5. EXCLUSIONS AND LIMITATIONS

In addition to any other exclusion, limitations, or conditions set forth in this Limited Warranty, the following exclusions and limitations, inclusive but not limited to, apply hereto:

- a) All warranty claims must be received within the applicable warranty period for this warranty to effective.
- b) This Limited Warranty does not apply to any module which, in OMNIS POWERs sole judgment, has been subjected to
  - Misuse, neglect or accident, tampering, abuse, misuse.
  - Improper handling, transportation, or storage.
  - Improper installation or application, alteration.
  - Non-compliance with instructions in the installation manual.
  - Any type of repair or modifications by someone other than authorized service technicians of OMNIS POWER.
  - Installation of the solar module in direct contact with the salt water, that is offshore (e.g. platforms) and marine (e.g. boats, piers) applications, or contamination resulting from exceptional exposure to salt water or other chemicals.
  - Fire, Power failure, surges, installation failure, lightning, floods, natural disaster, vandalism, accidental breakage, a load of heavy snow, damage, or any other cause which are outside control of OMNIS POWER.

Willful misconduct or negligence or other improper acts or omissions of the customer, its employees or agents, or other third parties.

c) It is the responsibility of the customer (and/or its forwarding company) to inspect and accept the solar modules supplied by OMNIS POWER. Any claim linked or related to damages in the packaging, like impact on pallets OMNIS POWER will only accept if this occurs during delivery at the site itself and if transportation under OMNIS POWER scope. In all other cases, damages should be claimed from the forwarding company or insurance company. The customer has to log such complaints within 48 hours of the module received at the site.

e) If any solar module serial number has been altered, removed, or made illegible, in that case, the warranty claim will not be approved by OMNIS POWER.

f) All modules will be sold only as per data sheet and any criteria outside data sheet will not be covered under the limited product or linear power warranty. For warranty to be honored to the customer, this serial number of the solar module should remain intact and untampered.

## 6. LIMITATION OF WARRANTY SCOPE

### a) Disclaimer

This limited warranty is expressly in place of and ignores all the other direct and indirect 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 OMNIS POWER, unless such other obligations or liabilities are expressly agreed to in writing, and signed and approved by OMNIS POWER.

### b) Limitation of Liability

To the maximum level permitted by the law applicable, OMNIS POWER shall have no responsibility or liability at all for damage or injury to person or property for any other type of loss or injury, results from any cause whatsoever arising out of related to any module including any type of defect in solar module, including without laminations, during using or installation of Solar module. To the maximum extent permitted by applicable law, under no circumstances shall OMNIS POWER be liable for incidental, consequential, or special damages, howsoever caused, even if OMNIS POWER 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, OMNIS POWER'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

Report of a warranty case

The report shall include the following information: Name and address of the CUSTOMER/End customer, INSTALLER resp. SELLER. A copy of the invoice with reference to the claimed module serial numbers/module type or purchase agreement and installation agreement. A copy of the installation test report following minimum requirements of IEC 62446 / IEC 60364-6. A copy of the periodical maintenance reports as recommended or required by regional regulations or legal requirements and acceptance protocol of handover after the installation was finished and the system connected to the grid with all relevant measured system data. A copy of the MODULE TYPE and Serial number(s), Quantity of the respective PV-module(s). A copy of the Address of the place of installation of the respective PV-module, in as far as this address differs from the address of the CUSTOMER / End CUSTOMER. A short but clear description of the problem at hand and what is claimed, as well as a short description of the tests which may have already been performed and with which tools, as well as their results as mentioned in the Warranty Claim Form.

a) In particular, regarding a material defect: High-quality pictures of the defective PV-module which show the defect including pictures of the system and surrounding environment.

b) In the case of low power output: information regarding the PV-generator, the inverter, the circuitry/layout (please see the installation documentation for this which you should have received from your INSTALLER) as well as the pictures of shadowing situation at the location,

c) The requested warranty performance and reason for the claim, etc.

The report of a warranty case is to be addressed to one of the Contact-Addresses of OMNIS POWER, listed as mentioned in section 15 of this document. Deadline for claim submission: A warranty case is to be reported within 1 week after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by OMNIS POWER shall be decisive. The deadline is met if the report is received by OMNIS POWER via email in advance.

## 8. SEVERABILITY

If a part, provision, or clause of this Limited 8 Linear 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 Limited Warranty or its applicability to any other person or circumstance, and to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

## 9. TECHNICAL DISPUTES

If any dispute occurs between OMNIS POWER and Customer related to the validity of any claim under the warranty clauses, In this case, an ISO 17025 accredited test laboratory which is recognized by OMNIS POWER shall be called upon to judge the claim of the customer. Any measurement of the solar module will be done under STC (Standard Test Condition) and according to the IEC 60904 standards. All the expenses and fees associated with calling agencies like ISO 17025 accredited laboratories for the judgment of claim will be borne by the losing party only In this section 9 there is nothing contained that can stop one party from bringing any legal suit, action, or proceeding against the other party.

In Case of Bi-facial Module: Any Module IV / Power verification measurement at a later date under STC conditions will cover the BSTC measurement as per TUV 2pfg2665 and TUV 2pfg2645 and IEC 60904-1-2 (TS) standards as covered under OMNIS POWER's IEC 61215 test certifications.

## 10. MISCELLANEOUS

Outside this warranty, the customer may have specific legal rights and also have rights that vary from jurisdiction to jurisdiction. This Warranty document does not affect any additional rights the customer may have under mandatory rules of law in its jurisdiction. However, the overall liability of OMNIS POWER under this shall not be more than 100% of the total price paid for any individual module. For incidental or consequential damages some of the jurisdiction does not allow exclusion or limitation of it, as a result of which the limitations or exclusions in this Limited Warranty may not apply to the customer. The replaced module shall become the property of OMNIS POWER, If OMNIS POWER discontinued manufacturing of that size module, OMNIS POWER will replace with a similar size and of the same module within 50 days from the registered date of complaint.

## 11. WARRANTY TRANSFER

This limited warranty is transferable to any other owner of the module is the only condition when the modules installed remain at their original location. Any transferee is subject to all the exclusions, limitations, and conditions set forth herein.



## 12. FORCE MAJEURE

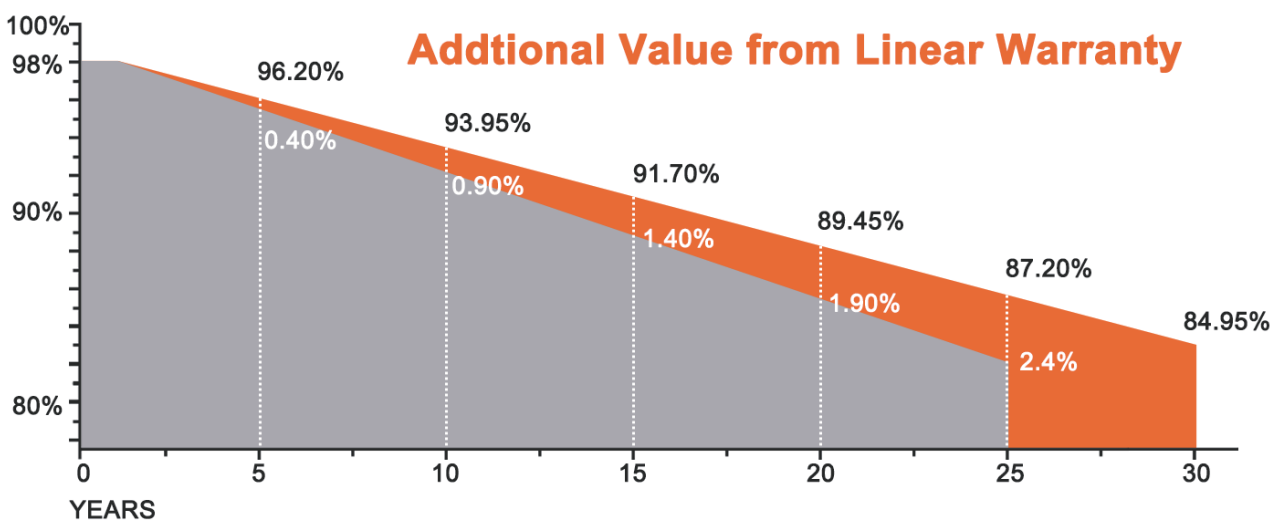
This limited or linear warranty is not applicable and OMNIS POWER be not responsible or liable in any way to the customer or any third party for any delay in performance or non-performance and conditions of sale, including but not limited to cases of any acts of god-like, volcanic events, Tsunami, Earthquakes, strikes, war, riots, vandalism, war-like conditions, plague or other epidemics, flood, fire, and other type situations which are beyond the control of OMNIS POWER. In the event of the occurrence of a Force Majeure situation, the limited warranty shall be not applicable and will be null and void.

## 13. VALIDITY

This Limited 8 Linear warranty applies to modules that are manufactured by OMNIS POWER with a production date (--/--/---)(DD/MM/YYYY) onward. The warranty start date under this warranty shall be defined as earlier of either:

1. The sales invoice date from when the customer purchased the module or,
2. One year after the date of dispatch from the OMNIS POWER storage facility. This limited 8- linear warranty is valid until the revised version issued by the OMNIS POWER. OMNIS POWER reserves the right to revise the warranty conditions without giving any prior notification to the customer.

## 14. LINEAR POWER PERFORMANCE WARRANTY





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## 14. Australian consumer Law statement

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Any of issues , please contact us:

### Headquarter

100 N Howard ST STE R, Spokane, Washington 99201, USA

T +1(323) 7233616

E : [support@omnispower.com](mailto:support@omnispower.com)