SWELECT ENERGY SYSTEMS LIMITED

CIN: L93090TN1994PLC028578

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HYBRID SOLAR INVERTER WARRANTY TERMS AND CONDITIONS

(Limited Warranty of up to Five (5) Years)

Effective Date: [●]

These terms and conditions (the "**Warranty**") set out the limited warranty given by SWELECT Energy Systems Limited (the "**Company**") in respect of Hybrid Solar Inverters (the "**Product**" or "**Inverter**") manufactured and/or supplied by the Company. This Warranty is published on the Company's website, printed on the Product packaging and included in the user manual, and applies subject to the terms and conditions set out below.

1. SCOPE, APPLICABILITY AND DEFINITIONS

1.1 This Warranty applies to all Hybrid Solar Inverters manufactured and/or supplied by the Company. It sets out the rights of Customers and the obligations of the Company in respect of warranty claims, service and logistics, and the procedures to be followed by Authorised Dealers in handling such claims. The contractual obligations of Authorised Dealers are governed by the Dealer Agreement, as provided in Clause 8.

1.2 This Warranty does not apply to batteries or other battery energy storage system (BESS) components, which are covered by their respective warranty documents. Where it is unclear whether a fault lies in the Product or in a connected battery, Clause 2.7 shall apply.

1.3 This Warranty applies to Products purchased on or after the Effective Date and, subject to applicable law, supersedes any prior verbal or written representations on warranty made by any person other than an authorised representative of the Company.

1.4 This Warranty applies only to Products purchased from the Company or an Authorised Dealer and installed in India.

1.5 In this Warranty, unless the context otherwise requires:

- "**Approved Battery List**" means the list of batteries approved by the Company as compatible with the Product, published under Clause 2.7(a);
- "**Authorised Dealer**" or "**Dealer**" means a dealer or distributor authorised by the Company to sell the Product;
- "**Coastal Zone**" means any location within [five (5)] kilometres of the sea coast;
- "**Company-to-Dealer Invoice**" means the Company's tax invoice for the sale of the Product to the Authorised Dealer, as recorded in the Company's records against the Product serial number;
- "**Current Market Value**" means the Company's prevailing list price (excluding taxes) of the same model of Product or, where that model has been discontinued, of the nearest equivalent model, on the date of the Company's repair assessment;

- "**Customer**" or "**end customer**" means the purchaser of the Product for its own use, and includes a subsequent owner to whom this Warranty is transferred under Clause 6.3;
- "**Customer Invoice**" means the tax invoice issued to the Customer by the Company, an Authorised Dealer or another supplier for the sale of the Product, including a GST tax invoice or e-invoice, in physical or electronic form;
- "**Dealer Agreement**" means the agreement between the Company and the Authorised Dealer;
- "**Force Majeure Event**" has the meaning given in Clause 11.1;
- "**Same Fault**" means a failure of the same component or module of the Product, or a failure displaying the same fault or error code, as recorded in the Company's service records for that Product;
- "**Service Centre**" means a service centre operated or authorised by the Company;
- "**Serviceable Location**" means a location within India notified by the Company on its website from time to time as covered by its pick-up network under Clause 3.1;
- "**Warranty Claim Authorisation**" or "**WCA**" means the authorisation number issued by the Company under Clause 5.2(d) on approval of a warranty claim;
- "**Warranty Commencement Date**" has the meaning given in Clause 2.2; and
- "**Warranty Registration Number**" means the number issued by the Company on registration of the Product under Clause 6.1.

1.6 Headings are for convenience only and do not affect interpretation. The words "including" and "includes" are to be read without limitation.

2. WARRANTY COVERAGE AND PERIOD

2.1 Standard Warranty Period

The Product shall carry the following warranty periods:

Component / Item	Warranty Period	Remarks
Hybrid Inverter Unit (Complete)	5 Years	From the Warranty Commencement Date under Clause 2.2, save for items with a different period stated below
Inverter PCB / Control Board	5 Years	Manufacturing defects only
MPPT Charge Controller Module	5 Years	Included in the inverter warranty
Internal Communication Card	[5 Years]	Included in the inverter warranty
Display / LCD Panel	1 Year	Physical damage excluded; display overlays are consumable items (see last row)
Cooling Fan and Thermal System	1 Year	Subject to proper ventilation in accordance with the installation manual
Wi-Fi / GPRS Datalogger	[1 Year]	Where supplied with the Product; manufacturing defects only

Component / Item	Warranty Period	Remarks
Current Transformers (CTs) / Energy Meter	[1 Year]	Where supplied with the Product; manufacturing defects only
BMS Communication Cable	[1 Year]	Where supplied with the Product; manufacturing defects only
Surge Protection Devices (SPDs)	[1 Year]	Manufacturing defects only; failure from sacrificial surge operation is excluded under Clause 2.4(g)
Fuses, connectors, cables (other than the BMS Communication Cable), display overlays, rubber seals and gaskets	Nil	Consumable items; excluded under Clause 2.4(h)

The five (5) year periods above are extended under Clause 6.2(b) for Products registered in accordance with Clause 6.1.

2.2 Commencement of Warranty

The warranty period for each item in Clause 2.1 shall commence on the following date (the "**Warranty Commencement Date**"):

(a) where the Product is registered in accordance with Clause 6.1, the date of installation recorded in the warranty registration; or

(b) where the Product is not so registered, the date of the Customer Invoice, if produced by the Customer, failing which the date of manufacture of the Product as recorded in the Company's records against its serial number,

provided that the Warranty Commencement Date under paragraph (a) shall not be later than the later of: (i) the date falling six (6) months after the date of the Company-to-Dealer Invoice or, for a Product purchased directly from the Company, six (6) months after the date of the Customer Invoice; and (ii) the date of the Customer Invoice.

2.3 Coverage

The Warranty covers the following defects arising under normal operating conditions, in each case only for the warranty period applicable to the affected item under Clause 2.1:

(a) manufacturing defects in materials and workmanship;

(b) premature component failure not caused by external factors;

(c) internal circuitry failures under rated operating conditions;

(d) software bugs or firmware faults causing operational malfunction; and

(e) failure of MPPT tracking, inverter switching or battery management functions of the Product, subject to Clause 2.7.

2.4 Exclusions

The Warranty shall not apply to any defect, failure or damage to the extent caused by or attributable to any of the following, as determined by the Company on inspection, acting reasonably and in good faith, and recorded in a diagnostic report under Clause 2.5:

(a) physical damage caused by accident, mishandling, fire, flood, lightning or natural disaster;

(b) incorrect installation or wiring errors, or installation, removal, relocation or reinstallation by any person other than an Authorised Dealer or a technician authorised by the Company;

(c) overloading beyond the rated capacity specified in the product datasheet;

(d) use of batteries not on the Approved Battery List, or of panels or accessories that do not comply with the product datasheet or are not approved by the Company, subject to Clause 2.7(d);

(e) tampering, modification or unauthorised repair of the Product, including as provided in Clause 2.6;

(f) corrosion caused by: (i) salt-laden air, where the Product is installed in a Coastal Zone, unless the Product is a model designated in its product datasheet as suitable for coastal installation and has been installed in accordance with the coastal installation requirements of the installation manual; (ii) chemical fumes; or (iii) relative humidity or other environmental conditions outside the limits specified in the product datasheet;

(g) failure of a Surge Protection Device resulting from its operation in diverting or absorbing a voltage surge, as distinct from a manufacturing defect in that device;

(h) consumable items listed in Clause 2.1 with a warranty period of "Nil";

(i) input voltage or frequency fluctuations outside the limits specified in the product datasheet;

(j) Products with missing, altered or defaced serial number or warranty stickers, where the Product cannot otherwise be identified and verified from the Company's records;

(k) cosmetic damage, including scratches, dents or discolouration, not affecting functionality;

(l) use of the Product contrary to the installation manual, user manual or product datasheet, or for any purpose other than that for which it is designed;

(m) damage caused by pests, rodents or insects, or by ingress of water or dust beyond the rated IP protection of the Product; and

(n) refusal or failure to permit a firmware update, to the extent provided in Clause 9.2.

2.5 Inspection Findings

Where the Company rejects a warranty claim, in whole or in part, on the basis of an exclusion in Clause 2.4, it shall, within [five (5)] working days of its decision, give the Customer (and the Dealer, where applicable) a written diagnostic report stating:

(a) the exclusion relied on;

(b) the findings of the inspection; and

(c) photographs of the Product, the fault and the serial number label supporting those findings.

The Company shall preserve the Product, or the relevant parts, for thirty (30) days from the date of the diagnostic report. Within that period the Customer may request a re-inspection, which the Company shall carry out in the presence of the Customer or the Customer's nominee if so requested. Any dispute shall be dealt with under Clause 12.

2.6 Tampering

Any tampering with the Product seal or internal PCB without the prior written authorisation of the Company shall void the Warranty in respect of any defect or damage caused by or attributable to such tampering.

2.7 Battery Compatibility and Fault Attribution

(a) The Company shall publish the Approved Battery List on its website and update it from time to time. A battery on the Approved Battery List at the date of installation shall be treated as approved for that installation, even if it is later removed from the list.

(b) Where a fault may be attributable to a connected battery or to battery management system (BMS) communication, the Company shall carry out a joint diagnosis with the battery manufacturer or its authorised service provider, through remote review of the inverter and BMS logs and, where necessary, a joint inspection. The Company shall communicate the outcome to the Customer in writing within [seven (7)] working days of claim registration under Clause 5.1. The Customer shall give access to the battery and its BMS logs for this purpose.

(c) If the fault is attributed to the Product, the claim shall be processed under this Warranty. If it is attributed to the battery, the Customer shall be referred to the battery warranty. Where both the battery and the Product were supplied by the Company, the Company shall determine attribution and process the claim under the applicable warranty, and the Customer shall not be required to raise separate claims.

(d) Use of a battery not on the Approved Battery List shall not by itself void this Warranty. Clause 2.4(d) excludes only a defect, failure or damage caused by that battery or by its incompatibility with the Product.

3. WARRANTY SERVICE AND ONE-SIDE PICK-UP FACILITY

3.1 Pick-Up Facility

The Company provides a one-side pick-up facility for valid warranty claims at Serviceable Locations. Under this facility:

(a) the Company shall arrange, through its logistics partner, and bear the cost of collecting the defective unit from the Dealer's premises (or the pick-up point notified under Clause 3.5 or 3.6) and delivering it to the Service Centre;

(b) the repaired or replacement unit shall be returned in accordance with Clauses 3.4 and 3.9;

(c) the defective unit shall be packed in accordance with Clause 4;

(d) the defective unit shall be handed over to the Company's logistics partner at the Dealer's premises against a pick-up inspection report under Clause 4.3(a); and

(e) pick-up shall be scheduled within three (3) to five (5) working days of issuance of the WCA.

3.2 Eligibility for Pick-Up Facility

The one-side pick-up facility shall be available only when all the following conditions are met:

(a) the warranty claim has been registered under Clause 5.1 and a WCA has been issued under Clause 5.2(d);

(b) the Product is within the warranty period under Clauses 2.1, 2.2 and 6.2;

(c) on the information then available, the defect falls within the coverage in Clause 2.3 and is not excluded under Clause 2.4;

(d) the Product serial number is valid and traceable in the Company's records; and

(e) the documents required under Clause 5.3 have been submitted before the pick-up is scheduled.

3.3 Pick-Up Procedure

Warranty pick-ups shall follow the procedure set out below:

Step	Action By	Description
1	Dealer / Customer	Register the warranty claim through a channel in Clause 5.1, with the documents listed in Clause 5.3.
2	Company / Service Team	Acknowledge the claim within [•] working day. Carry out remote diagnostics under Clause 5.2 and verify eligibility within [•] working days of claim registration (or within the period in Clause 2.7(b) where a joint battery diagnosis is required). Issue a WCA where the fault is not resolved remotely and the claim is eligible.
3	Dealer (or Customer, under Clause 3.5)	Remove the unit in accordance with Clause 3.7, pack it in accordance with Clause 4 and affix the WCA number on the outer carton.
4	Company / Logistics Partner	Collect the unit within [•] to [•] working days of WCA issuance and complete the pick-up inspection report under Clause 4.3(a).
5	Service Centre	Diagnose and repair or replace the unit within [•]to [•] working days of receipt.
6	Company / Logistics Partner	Deliver the repaired or replacement unit to the Dealer's premises or delivery point within [•] to [•] working days of dispatch, with freight borne as set out in Clause 3.4.
7	Dealer (or Company, under Clause 3.7(b))	Reinstall and recommission the unit in accordance with Clause 3.7.

3.4 Logistics Costs and Transit Risk

Logistics costs and transit risk shall be borne as follows:

Movement / Item	Borne By	Remarks
Outward freight: Dealer's premises or pick-up point to Service Centre	Company	One-side pick-up facility
Return freight: Service Centre to Dealer's premises or delivery point (repaired or replacement unit)	Dealer, for Products sold through a Dealer; Company, for Products covered by Clause 3.5	The Dealer's share is recoverable only under the Dealer Agreement and shall not be charged to the Customer
Packing material and labour	Dealer, for Products sold through a Dealer; for Products covered by Clause 3.5, the Customer packs and the Company supplies packing material on request	Clauses 4.1 and 4.4(a)
Transit risk and insurance: outward	Company	From handover to the logistics partner until receipt at the Service Centre, subject to Clauses 3.6(b), 3.9(a) and 4
Transit risk and insurance: return, including replacement units	Company	Until delivery at the Dealer's premises or delivery point, subject to Clause 3.9(c)

No freight, packing or insurance charge shall be levied on a Customer for a valid warranty claim, except as expressly provided in Clauses 3.6, 3.7(c) and 5.5.

3.5 Products Purchased Directly or Dealer Unavailable

Where the Product was purchased directly from the Company, or the Authorised Dealer is no longer operating or is otherwise unavailable:

(a) the Company shall notify the pick-up point, which shall ordinarily be the Customer's installation premises where those premises are at a Serviceable Location;

(b) the Customer shall hand over the unit under Clause 3.1(d) and pack it in accordance with Clause 4, as modified by Clause 4.4; and

(c) the Product shall be treated as purchased directly from the Company for the purposes of Clauses 3.4, 3.7(b) and 4.4.

3.6 Locations Outside the Serviceable Locations

Where the pick-up point is not at a Serviceable Location, the Company shall inform the Customer when issuing the WCA, and the Customer may choose either:

(a) to deliver the unit to the nearest Service Centre or Authorised Dealer notified by the Company, which shall then be treated as the pick-up point for the purposes of this Clause 3; or

(b) to dispatch the unit to the Service Centre by a courier of the Customer's choice, packed in accordance with Clause 4. The Company shall reimburse the outward freight and transit insurance, up to ₹[●] per claim, on receipt of the courier receipt. Risk in the unit during such a Customer-arranged shipment shall remain with the Customer until its receipt at the Service Centre.

In either case, the repaired or replacement unit shall be returned to the drop-off point or to the Customer's address, as the Customer elects, with return freight borne as set out in Clause 3.4.

3.7 Removal, Reinstallation and Site Visits

(a) Removal of the defective unit, and reinstallation and recommissioning of the repaired or replacement unit, shall be carried out only by the Authorised Dealer or a technician authorised by the Company (see Clause 2.4(b)).

(b) For a valid warranty claim at a Serviceable Location, removal, reinstallation, recommissioning and any site visit required for diagnosis under Clause 5.2(c) shall be provided at no charge to the Customer. These services shall be performed by the Authorised Dealer for Products sold through a Dealer, with costs allocated between the Company and the Dealer under the Dealer Agreement, and by the Company for Products covered by Clause 3.5.

(c) Outside the Serviceable Locations, the Company may charge travel and conveyance for a site visit at its published rates, provided that the charge is notified to and accepted by the Customer in writing before the visit.

(d) The Customer shall provide safe and unobstructed access to the Product, adequate working space and, where the Product is mounted at a height or in a location that cannot safely be reached without it, suitable access equipment. No such equipment is required for a wall-mounted unit installed at an accessible height in accordance with the installation manual.

(e) The Warranty does not cover civil, structural or electrical work at the site that is not necessitated by the Product, such as rewiring or making good of walls or mountings.

3.8 Standby Unit

A standby (loaner) unit is not provided as of right. Where the Company expects the total turnaround time in Clause 5.4 to be exceeded for reasons attributable to the Company, it may, at its discretion and subject to availability, provide a standby unit. A standby unit remains the property of the Company and shall be returned within seven (7) days of delivery of the repaired or replacement unit. If it is not returned, the Company may, after giving seven (7) days' written notice, charge the Customer the Current Market Value of the standby unit. The Customer is responsible for loss of or damage to the standby unit while in its custody, other than fair wear and tear.

3.9 Transit Risk

(a) The Company bears the risk of loss of or damage to the defective unit from its handover to the logistics partner, as recorded in the pick-up inspection report, until its receipt at the Service Centre, except transit damage attributable to improper packing as determined under Clause 4.

(b) The Company bears the risk of loss of or damage to the repaired or replacement unit until its delivery at the Dealer's premises or the delivery point, evidenced by a signed delivery receipt. Visible damage shall be noted on the delivery receipt, and concealed damage shall be reported to the Company, with photographs, within forty-eight (48) hours of delivery.

(c) Where the Dealer or the Customer elects to collect the unit from the Service Centre or to use its own carrier, risk shall pass on handover of the unit to the Dealer, the Customer or that carrier.

(d) Title to a defective unit or part replaced under this Warranty passes to the Company as provided in Clause 7.1.

4. PACKING OF DEFECTIVE UNITS

4.1 Packing Responsibility

The defective Product shall be packed for dispatch under warranty by the Authorised Dealer or, for Products covered by Clause 3.5 or dispatched under Clause 3.6(b), by the Customer, subject to Clause 4.4. The Company shall not be liable for transit damage attributable to improper, inadequate or negligent packing by the Dealer, as determined under Clause 4.3(d). The cost of repairing such damage shall be recoverable from the Dealer under the Dealer Agreement. The Customer's rights under this Warranty shall not be prejudiced by the Dealer's failure to pack the Product in accordance with this Clause 4, and the Company shall continue to process the Customer's claim for the original defect.

4.2 Minimum Packing Standards

The following minimum packing standards shall be met before the unit is handed over to the Company's logistics partner:

(a) use the original manufacturer's box and foam inserts wherever available;

(b) where the original packing is unavailable, use a double-walled corrugated carton of appropriate size (minimum 5-ply);

(c) wrap the inverter unit in anti-static bubble wrap (minimum three (3) layers) before placing it in the carton;

(d) fill all voids in the carton with foam peanuts, crumpled paper or air cushions to prevent movement;

(e) seal all carton openings with heavy-duty packing tape of not less than 48 mm width;

(f) clearly mark the carton "FRAGILE – ELECTRONIC EQUIPMENT", "THIS SIDE UP" and "DO NOT STACK";

(g) affix the WCA number sticker prominently on the outer carton; and

(h) include a copy of the Customer Invoice (where available) and a fault description note inside the carton.

4.3 Pick-Up and Receipt Inspection

(a) The Company's logistics partner shall inspect the outer condition of the packing at pick-up and record it, with photographs, in a pick-up inspection report countersigned by the Dealer (or by the Customer, under Clause 3.5).

(b) The logistics partner may refuse to collect a shipment whose packing is grossly inadequate. Packing is "**grossly inadequate**" where: (i) the unit is not enclosed in a carton or is visibly exposed; (ii) the unit is not wrapped and cushioned as required by Clauses 4.2(c) and 4.2(d); or (iii) the carton is visibly damaged, wet or unsealed at pick-up. The Company shall notify the reasons for refusal in writing and shall reschedule the pick-up within two (2) working days of being informed that the unit has been re-packed.

(c) The Service Centre shall photograph the unopened carton and its contents on receipt (the "**receipt inspection record**").

(d) Where the unit arrives damaged and, on the basis of the pick-up inspection report and the receipt inspection record, the damage is attributable to improper packing by the Dealer, the Company may decline to bear the cost of repairing that transit damage and may charge it to the Dealer. The Company shall give the Dealer written reasons, with supporting photographs, and the Dealer may contest the determination under Clause 4.5.

(e) Where the Company, at its discretion, arranges re-packing, its cost shall be charged to the Dealer after prior written intimation of the estimated cost.

4.4 Packing by the Customer

Where the Customer packs the unit under Clause 3.5 or 3.6(b):

(a) the Company shall provide packing instructions and, on request, suitable packing material free of charge;

(b) Clauses 4.3(d) and 4.3(e) shall not apply, and no claim shall be rejected and no charge levied on the Customer on account of packing, save that risk in a shipment arranged by the Customer under Clause 3.6(b) remains with the Customer as provided in that Clause; and

(c) the logistics partner may still refuse collection under Clause 4.3(b), in which case the Company shall assist the Customer to re-pack the unit.

4.5 Packing Disputes

(a) The Dealer may contest a determination under Clause 4.3(d) by written notice to the Company within seven (7) days of receiving the Company's reasons, with supporting evidence such as its own photographs or video of the packing and its dispatch records.

(b) The contest shall be reviewed by the Company's [Head – Customer Service] or a nominee who was not involved in the original determination. The reviewer shall consider the pick-up inspection report, the receipt inspection record, the logistics partner's transit records and the Dealer's evidence.

(c) The reviewer shall give a reasoned written decision within ten (10) working days of receipt of the Dealer's notice. If the Dealer does not accept the decision, the matter shall be resolved under Clause 12.3.

(d) A packing dispute shall not delay the processing of the Customer's claim for the original defect.

5. WARRANTY CLAIM PROCESS

5.1 Claim Initiation

All warranty claims shall be registered through one of the following official channels:

(a) Online Portal: www.swelectes.com (available 24 hours a day, 7 days a week);

(b) Email: [●] (acknowledgement within one (1) working day);

(c) Customer Helpline: [Toll-Free Number] (Monday to Saturday, 9:00 AM to 6:00 PM); or

(d) the Authorised Dealer's service desk.

A claim must be registered within the warranty period applicable to the affected item. A claim for a defect first notified after expiry of that period shall not be entertained, but a claim duly registered within the period shall be processed even if the repair or replacement is completed after its expiry.

5.2 Remote Diagnostics

(a) Before issuing a WCA, the Company's service team shall attempt to diagnose and resolve the fault remotely, through the helpline, through remote monitoring (where the Product is connected to the Company's monitoring platform under Clause 9.3) or by guiding the Customer or Dealer through troubleshooting steps.

(b) The Customer or Dealer shall provide fault or error codes, photographs or video of the fault and, where available, access to monitoring data.

(c) Where the fault is resolved remotely, for example by a configuration correction or a firmware update under Clause 9.1, the claim shall be closed with written confirmation to the Customer. Where remote diagnosis is inconclusive, the Company may arrange a site visit under Clause 3.7(b).

(d) The Company shall issue a WCA where the fault cannot be resolved remotely and the claim satisfies the conditions in Clauses 3.2(b) to 3.2(e).

(e) Remote diagnostics shall be completed within the period for claim verification in Clause 5.4.

5.3 Documents Required

Every warranty claim shall be supported by the following documents:

(a) the Customer Invoice, if available (a GST tax invoice or e-invoice, in physical or electronic form, is sufficient, and no dealer stamp is required); where it is not produced, the warranty period shall run from the date of manufacture under Clause 2.2(b);

(b) the Warranty Registration Number, where the Product has been registered under Clause 6.1;

(c) the Product serial number (found on the unit label or carton);

(d) clear photographs of the defective unit showing the fault and the serial number label;

(e) the completed Warranty Claim Form (available on the portal or at the Authorised Dealer's service desk); and

(f) a Fault Description Report prepared by a qualified technician, where requested by the Company.

Personal data submitted in connection with a warranty registration or claim shall be processed in accordance with Clause 9.3.

5.4 Claim Processing Timelines

Warranty claims shall be processed within the following indicative timelines:

Activity	Timeline
Claim acknowledgement	Within [•] working day of claim registration

Activity	Timeline
Remote diagnostics and claim verification; issue of WCA or rejection	Within [●] working days of claim registration (or within the period in Clause 2.7(b) where a joint battery diagnosis is required)
Pick-up (if a WCA is issued)	Within [●] to [●] working days of WCA issuance
Diagnosis at Service Centre	Within [●] working days of receipt of the unit (included in the repair period below)
Repair completion / replacement dispatch	Within [●] to [●] working days of receipt of the unit
Return delivery	Within [●] to [●] working days of dispatch
Total turnaround time (estimated)	[●]to [●] working days from WCA issuance

The timelines in this Clause 5.4 and in Clause 3.3 are indicative estimates only. They exclude any period during which the Company awaits information, documents or site access from the Customer or Dealer, may be affected by the availability of spare parts and the location of the pick-up point, and are subject to Clause 11. Subject to Clause 3.8, the Company shall not be liable for any delay in meeting them except to the extent required by applicable law.

5.5 Rejected and Out-of-Warranty Claims

(a) Where a claim is rejected after the unit has been received at the Service Centre, or the Product is found to be outside the warranty period, the Company shall notify the Customer (and the Dealer, where applicable), giving the diagnostic report under Clause 2.5 and, where repair is possible, a written repair quotation.

(b) A diagnosis fee of ₹[●] (plus GST), together with the outward freight incurred by the Company at its published rates, shall be payable only where the claim is rejected on the basis of an exclusion in Clause 2.4 or because the Product is outside the warranty period. The Company shall inform the Customer of the fee and freight rates when issuing the WCA. The diagnosis fee shall be adjusted against the repair charges if the quotation is accepted.

(c) No out-of-warranty repair shall be carried out without the Customer's written acceptance of the quotation, which shall remain valid for fifteen (15) days. Repair charges and return freight shall be paid before dispatch. Parts replaced in an out-of-warranty repair carry a warranty of ninety (90) days from dispatch.

(d) If the quotation is declined, or is not accepted within fifteen (15) days, the unit shall be returned unrepaired on payment of the amounts under paragraph (b) and the return freight, or disposed of on the Customer's written instructions.

(e) If the unit is not collected, or the amounts due are not paid, within sixty (60) days of the Company's notice under paragraph (a), the Company shall send a final written notice allowing fifteen (15) days for collection. If the unit remains uncollected after that period, the Company may dispose of it in accordance with the E-Waste (Management) Rules, 2022, set off any proceeds against the amounts due, and shall have no further liability for the unit.

6. WARRANTY REGISTRATION AND TRANSFER

6.1 Registration

The Product should be registered within thirty (30) days of installation through any of the following:

(a) online at www.swelectes.com;

(b) the Authorised Dealer at the time of installation; or

(c) the Customer Helpline.

On registration, the Company shall issue a Warranty Registration Number.

6.2 Benefits of Registration

A Product registered in accordance with Clause 6.1 shall have:

(a) its Warranty Commencement Date fixed at the date of installation, subject to the proviso in Clause 2.2; and

(b) each five (5) year warranty period in Clause 2.1 extended by [six (6) months].

Failure to register the Product within the period in Clause 6.1 shall result in the warranty period commencing from the date of the Customer Invoice (issued by the Company, an Authorised Dealer or another supplier), if produced by the Customer, failing which from the date of manufacture of the Product, in accordance with Clause 2.2(b). The extension in paragraph (b) shall not apply, but the failure shall not otherwise affect the validity of the Warranty.

6.3 Transfer of Warranty

(a) This Warranty transfers with the Product to a subsequent owner, including on sale of the property where the Product is installed, for the remainder of the warranty period. The Warranty Commencement Date and any extension under Clause 6.2(b) are unaffected by the transfer.

(b) The subsequent owner should notify the Company of the transfer within thirty (30) days through a channel in Clause 5.1, with a copy of the Customer Invoice and its contact details.

(c) The Warranty shall not lapse merely because a transfer was not notified, but the subsequent owner shall produce the Customer Invoice (where available) and reasonable proof of ownership when making a claim.

(d) The Warranty continues only while the Product remains installed in India. If the Product is relocated, its removal and reinstallation shall be carried out by an Authorised Dealer or a technician authorised by the Company (see Clause 2.4(b)).

7. REPAIR AND REPLACEMENT

7.1 Repair or Replacement

The Company's default resolution under warranty shall be repair of the defective unit. Replacement of the complete unit shall be considered only where:

(a) the unit cannot be repaired because spare parts are not available;

(b) the repair cost, as assessed by the Company's technical team acting reasonably and in good faith, exceeds seventy per cent (70%) of the Current Market Value;

(c) the unit has been repaired three (3) or more times for the Same Fault within the warranty period; or

(d) the unit is otherwise determined by the Company's technical team, acting reasonably and in good faith, to be Beyond Economical Repair (BER).

Replacement shall be with a unit of the same model or, if unavailable, a unit of equivalent or higher specification, at the Company's discretion. Defective units and parts replaced under warranty shall become the property of the Company on replacement.

7.2 Warranty on Repaired or Replaced Units

A repaired or replacement unit shall carry the remaining warranty period calculated from the original Warranty Commencement Date under Clause 2.2 (including any extension under Clause 6.2(b)), or a minimum of ninety (90) days from the date of repair or replacement, whichever is longer.

7.3 Spare Parts Availability

The Company shall make spare parts, or functionally equivalent parts, available for each model of Product for at least [five (5)] years after that model is discontinued. Where a spare part needed for a warranty repair is not available, Clause 7.1(a) shall apply.

8. AUTHORISED DEALERS

8.1 The obligations of Authorised Dealers in relation to the Product are set out in, and enforceable under, the Dealer Agreement. They include record-keeping of Products sold, installation only by certified or qualified technicians, educating Customers on warranty terms, registration and claims, packing in accordance with Clause 4, timely submission of warranty claims, refraining from unauthorised repair, and cooperation with the Company's inspections and audits. Clauses 3 and 4 describe the procedure for handling warranty claims; the Company's rights and remedies against a Dealer for non-compliance are governed by the Dealer Agreement.

8.2 A Dealer's failure to perform its obligations shall not prejudice the Customer's rights under this Warranty, except to the extent that a defect, failure or damage is excluded under Clause 2.4(b), 2.4(e) or 2.6.

9. FIRMWARE, REMOTE MONITORING AND DATA PROTECTION

9.1 Firmware Updates

The Company may provide firmware updates for the Product remotely (over-the-air, through the datalogger) or through its service personnel, to correct defects or to improve performance, safety, grid-code compliance or security. A firmware update shall not materially reduce the rated functionality of the Product. Remote updates shall be notified to the Customer in advance through the monitoring application, email or SMS, except urgent safety or security updates, which shall be notified as soon as practicable.

9.2 Refusal of Updates

The Customer may defer a firmware update. However, where the Company has notified the Customer in writing that an update is required to remedy a known defect or safety issue, and the Customer refuses or

fails to permit the update within thirty (30) days of that notice, the Warranty shall not cover any defect, failure or damage that the update would have prevented or remedied (see Clause 2.4(n)). All other warranty coverage continues unaffected.

9.3 Monitoring Data and Personal Data

(a) Where the Product is connected to the Company's monitoring platform, it transmits operational data, including generation, voltage, temperature, fault codes and device identifiers.

(b) The Company uses operational data for monitoring, remote diagnostics, warranty administration, firmware updates and product improvement.

(c) Personal data collected through warranty registration, claims, the monitoring platform or the Customer Helpline (such as name, contact details, installation address and invoice details) shall be processed in accordance with the Company's Privacy Policy, the Digital Personal Data Protection Act, 2023 and the rules made under it. The Company shall give notice of such processing, and obtain consent where required, at the time of registration or connection to the monitoring platform.

(d) The Customer may withdraw consent at any time through the data protection contact in Clause 14. Withdrawal shall not affect the validity of the Warranty, but may limit the remote diagnostics and remote updates available under Clauses 5.2 and 9.1.

(e) Personal data shall be retained only for as long as needed for these purposes, including the warranty period and any limitation period for claims, and shall then be erased unless its retention is required by law.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law:

(a) the Company's liability under this Warranty is limited to the repair or replacement of the defective Product, and the related services, as set out in Clauses 3, 5 and 7;

(b) the Company shall not be liable for any consequential, incidental, indirect or punitive damages, including loss of power generation revenue, data loss or loss of business;

(c) the Company's total cumulative liability shall not exceed the purchase price of the Product stated in the Customer Invoice or, where none is produced, the Current Market Value of the Product;

(d) the Company does not warrant uninterrupted or error-free operation of the Product outside the operating and environmental conditions specified in the product datasheet;

(e) nothing in this Warranty excludes or limits the Company's liability for death or personal injury caused by its negligence, for fraud, for product liability under Chapter VI of the Consumer Protection Act, 2019, or for any other liability that cannot be excluded or limited under applicable law; and

(f) this Warranty is in addition to, and does not affect, the statutory rights of the Customer under the Consumer Protection Act, 2019, the Sale of Goods Act, 1930 and other applicable law, and nothing in Clauses 3.4, 3.6, 3.7(c) or 5.5 shall require a consumer to bear any cost that cannot lawfully be charged to it.

11. FORCE MAJEURE

11.1 "**Force Majeure Event**" means an event beyond the Company's reasonable control, including acts of God, flood, cyclone, earthquake, fire, epidemic or pandemic, war, terrorism, civil disturbance, strikes or lockouts (other than of the Company's own workforce), acts or orders of any government or authority, and disruption of transport, courier, port or customs services affecting the movement of Products or spare parts.

11.2 The Company shall not be liable for any delay or failure in performing its obligations under this Warranty, including the timelines in Clauses 3.3 and 5.4, to the extent caused by a Force Majeure Event. The affected timelines shall be extended by the duration of the Force Majeure Event and its consequences.

11.3 The Company shall notify affected Customers and Dealers, which may be by notice on its website, and shall use reasonable efforts to mitigate the effect of the Force Majeure Event and to resume service.

11.4 A Force Majeure Event shall not shorten the warranty period. A claim registered within the warranty period shall be processed after the Force Majeure Event ends, even if the warranty period has since expired. A defect arising within the warranty period that could not be notified because of the Force Majeure Event may be notified within fifteen (15) days after it ends.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Warranty shall be governed by and construed in accordance with the laws of India.

12.2 Disputes with Customers. Any dispute between the Company and a Customer shall first be raised through a channel in Clause 5.1 or with the Grievance Officer named in Clause 14, and the Company and the Customer shall attempt to resolve it through negotiation within thirty (30) days. Such disputes shall not be referred to arbitration. This Clause 12.2 does not restrict the Customer's right to approach a court or a Consumer Disputes Redressal Commission at any time.

12.3 Disputes with Authorised Dealers. Any dispute between the Company and an Authorised Dealer arising out of or in connection with this Warranty, including a packing dispute under Clause 4.5, shall be resolved under the dispute resolution provisions of the Dealer Agreement. If the Dealer Agreement contains no such provisions, the dispute shall be referred to binding arbitration under the Arbitration and Conciliation Act, 1996 (as amended) before a sole arbitrator appointed by mutual agreement or, failing agreement within thirty (30) days, in accordance with Section 11 of that Act. The seat and venue of arbitration shall be Chennai and the language of the arbitration shall be English.

12.4 Subject to Clauses 12.3 and 12.5, the courts at Chennai shall have exclusive jurisdiction over all matters arising out of this Warranty.

12.5 Nothing in this Clause 12 restricts the right of a Customer who is a "consumer" under the Consumer Protection Act, 2019 to file a complaint before any Consumer Disputes Redressal Commission having jurisdiction under that Act, including where the consumer resides or personally works for gain.

13. AMENDMENTS

13.1 The Company reserves the right to amend, modify or update this Warranty at any time. Updated versions shall be published on the Company's website and communicated to Authorised Dealers through official channels.

13.2 The version applicable to a particular Product shall be the version in effect on the date of its Customer Invoice or, where none is produced, its date of manufacture. Amendments shall operate prospectively only and shall not reduce the warranty coverage or period applicable to Products already purchased. Previous versions of this Warranty shall remain accessible on the Company's website.

14. WARRANTY SERVICE CONTACT DETAILS

Channel	Details
Customer Helpline	[Toll-Free Number] (Monday to Saturday, 9:00 AM to 6:00 PM)
Email (Warranty)	[●]
Email (Technical Support)	[●]
Grievance Officer / Data Protection Contact	[Name, designation and email]
Warranty Portal	www.swelectes.com
Registered Office	"SWELECT House", No. 5, Sir P.S. Sivasamy Salai, Mylapore, Chennai – 600 004
Service Centre Network and Serviceable Locations	[●] (as published on www.swelectes.com)

Issued by and on behalf of **SWELECT ENERGY SYSTEMS LIMITED**

Authorised Signatory

Name: _____

Designation: _____

Date: _____

(Signature and Company Seal)