



## Warranty Statement

**Warranty Statement Date:** \_\_\_\_\_

**Issued To:** \_\_\_\_\_

**Installed By:** \_\_\_\_\_

## Warranty Statement

### WARRANTY

#### 1. INTRODUCTION

- 1.1 Your MIPV Leisure Series Solar Panel and associated kit (the System) features our MIPV Leisure Series PV Panel (Modules). The Modules convert sunlight into electricity.
- 1.2 This warranty statement (Warranty Statement) sets out the terms upon which we will provide limited warranties in relation to the Modules and certain component part(s) which form part of the System.
- 1.3 Subject to the terms in this Warranty Statement, in order to rely on such warranties, the Modules (and component part(s)) must be:
  - 1.3.1 Registered with us (further details on how to register the Modules are set out in paragraph 1.6 below) (Modules, once registered with us, being Registered Modules); and
  - 1.3.2 Installed by yourself in accordance with our installation manual (installation Manual).
  - 1.3.3 Installed by a competent approved third party in accordance with our installation manual (the Installation Manual).
- 1.4 A copy of our Installation Manual has been provided to you and is also available at [www.MIPV.co.uk](http://www.MIPV.co.uk)
- 1.5 The “Warranty Period” for the purposes of this Warranty Statement shall mean the period of **5 years commencing on the date of purchase** of your system OR the date your system was installed by an approved installer
- 1.6 To register your system please provide confirmation of receipt of your system and the panel serial numbers sited on the panels themselves by completing the enclosed warranty card and return to: **MIPV, The GCell Building, South Lake Drive, Imperial Park, Newport. NP10 8AS**

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## **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

### **2.1 Who we are.**

We are BIPV Limited, a company registered in England and Wales. Our company registration number is 08756648 and our registered office is at The GCell Building, South Lake Drive, Imperial Park, Newport. NP10 8AS

### **2.2 How to contact us.**

- Telephone: 0044 (0)330 113 1439
- Email: [Info@BIPVco.com](mailto:Info@BIPVco.com)
- Write: MIPV, The GCell Building, South Lake Drive, Imperial Park, Newport. NP10 8AS

## **3. THE COMPONENT WARRANTY**

3.1 Subject to paragraphs 4.2 and 4.3 of this Warranty Statement, we warrant that the component parts which are manufactured by us and which form part of your System (Component Parts) will during the Warranty Period function will be free from defects in material and workmanship that negatively affect the functionality of the components supplied under proper installation, operation and maintenance conditions when applied in accordance with the installation manual.

3.2 The Component Warranty will not apply to Component Parts if the Modules relating to the System which the Component Parts form part have not been registered with us.

3.3 The Component Warranty will not apply in circumstances where the;

3.3.1 electrical system into which the System is integrated (including any customisation and additions),

3.3.1.1 Is not appropriately protected

3.3.1.2 is not in good condition;

3.3.1.3 does not comply with applicable law, regulation or industry standard in each case as determined by us (or an Approved Installer or electrician or electrical engineer (Electrical Expert) nominated by us) acting reasonably and in good faith; and/or

3.3.2 areas in which the System and/or Component Parts are installed are not appropriately protected from damage and environmental conditions (as determined by us, or an Electrical Expert nominated by us, acting reasonably and in good faith); and/or

3.3.3 System and/or Components Parts are subjected to any damage except damage caused by us;

3.3.4 the fault with the Component Part(s) is as a result of routine wear and tear (as determined by us, or an Electrical Expert nominated by us, acting reasonably and in good faith); and/or

3.3.5 the System and/or Components Parts are not installed in accordance with our Installation Manual;

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3.4 The Warranty applies solely to the modules and the Component Parts and does not cover repair or replacement of:

3.4.1 the electrical system to which the System is connected; or

3.4.2 any additions or customisations made to your electrical system to accommodate the System.

3.5 In the event that you make a successful claim under the Component Warranty, we shall, at our sole discretion either:-

3.5.1 repair or replace the Component Part(s) in respect of which the claim is made; or

3.5.2 refund such amount of the price paid for the System which relates to the Component Part in respect of which the claim is made.

3.6 **DANGER:** Failure to strictly follow routine electrical safety precautions creates a safety hazard and may cause serious injury or death!

#### 4 **THE PERFORMANCE WARRANTY**

4.1 Subject to paragraph 5.2 and 5.3 of this Warranty Statement, we warrant that during the Performance Warranty period of 10 years, the Registered Modules shall produce at least 95 percent of the power output for the first two years (plus or minus specified tolerance levels); for the next three year period (years 3 through to 5 after shipment) produce at least 90% of the specified power output (plus or minus specified tolerance level); and for the next 5 years (years 6 through to 10 after shipment) produce at least 80% of the specified power output (plus or minus specified tolerance levels) The power output rating is as specified in the original order documentation.

4.2 The Output Warranty shall not apply to Modules which have not been registered with us.

The Output Warranty will only apply to the extent that:-

4.2.1 the Registered Module is used and maintained in accordance with our user manual, copy of which has been provided to you and is available at [www.MIPV.co.uk](http://www.MIPV.co.uk) and

4.2.2 the Registered Module is installed in accordance with the Installation Manual.

4.3 In the event that you bring a successful claim under the Output Warranty, we may (at our sole option) either:

4.3.1 arrange for the relevant equipment to be repaired or replaced; or

4.3.2 provide supplemental Module to meet the minimum power output; or

4.3.3 refund a prorated portion of the purchase price you paid for the System commensurate with the lost power (such amount to be determined by us acting reasonably and in good faith).

#### 5 **EXCLUSIONS**

5.1 The Component Warranty and the Output Warranty shall each be a Warranty for the purposes of this Warranty Statement, and shall together be referred to as the Warranties.

5.2 The following exclusions, limitations and conditions apply to the Warranties.

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- 5.2.1 Excluded Costs. We shall not be responsible for the costs of:
- 5.2.1.1 investigating and/or diagnosing alleged or actual problems or defects with the System, Modules (whether or not Registered Modules) or Component Part(s);
  - 5.2.1.2 removing a Module (whether or not a Registered Module), the System or Component Part(s) requiring service, repair or replacement;
  - 5.2.1.3 reinstalling a Module (whether or not a Registered Module) or the System or Component Part(s) after it has been repaired;
  - 5.2.1.4 installing a replacement Module, System or Component Part after we have determined pursuant to this Warranty Statement to replace it; or
  - 5.2.1.5 transporting the Module(s) (whether or not a Registered Module) or the System or Component Part(s) to us or our Authorised Installer and transporting the Module(s) (whether or not a Registered Module) or the System or Component Part(s) back to the surface on which the System was installed.

- 5.2.2 Excluded Clauses. The Warranties do not cover any damage, malfunction, or failure which we determine acting reasonably and in good faith resulted from design considerations unique to particular use of the System. In all cases, system design decisions (including the suitability of the supporting surface to adhere to the modules) are solely the responsibility of the Installer.

The Installer has the best knowledge of the variables affecting a particular use and is responsible for the assessment of acceptable risks and benefits. On those occasions where design decisions cause or contribute to failures or are not consistent with the instruction in the Installation Manual, the Warranties do not apply.

- 5.2.3 Excluded Claims. The Warranties do not cover, and we shall not be responsible for any claim under the Warranties, where we determine acting reasonably and in good faith that that claim is as a result of:
- 5.2.3.1 any repair, modification, service or movement of a Module or Component Part undertaken by someone other than a person appointed by us;
  - 5.2.3.2 any defects or failures caused by any devices or parts other than the Registered Module(s) or Component Part(s);
  - 5.2.3.3 any defects or failures caused by acts undertaken by or omissions by you or any third party including, but not limited to, the mounting methods used to install the Module(s) and Component Parts;
  - 5.2.3.4 inappropriate connections or use of Component Parts, this includes, but is not limited to:-
    - 5.2.3.4.1 connection of the System in a manner that generates or exposes the system to inappropriate voltages;
    - 5.2.3.4.2 failures of the System resulting from other electrical components on the vehicle on which the System is installed;

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- 5.2.3.4.3 failures of the Module(s) caused by failed or defective system components other than the System itself; or
- 5.2.3.4.4 failures of the Module caused by improperly rated or defective wiring or other connections;
- 5.2.3.5 exposure of the Module to abuse, misuse, or negligent acts by you or by a person other than us, including but not limited to:
  - 5.2.3.5.1 any failure to maintain the surface of the Module in accordance with the Installation Manual.
  - 5.2.3.5.2 use of inappropriate abrasives or chemicals that damage the Module;
- 5.2.3.6 prolonged exposure to a marine environment unless the installation complies with specific guidelines applicable to such installations;
- 5.2.3.7 abnormal environmental conditions such as acid rain, smoke, salt damage or other pollution; or
- 5.2.3.8 external corrosion, mould discoloration, or the like;
- 5.2.3.9 undue shear or torsional forces due to poor design, quality, or maintenance of the roof upon which the module is mounted;
- 5.2.3.10 exposure to power surges, lightning, fire, flood, pest damage, accidental breakage, actions of third parties and other similar events or accidents outside our reasonable control and not arising under normal operating conditions.
- 5.3 The Warranties do not apply if the Module's model number or serial number is altered, removed, defaced, or otherwise rendered illegible.
- 5.4 The Warranties only apply in relation to Registered Modules and Component Parts (as applicable) whilst they remain mounted on the roof at which the Approved installer first installed the System.

## **6 USE OF REMANUFACTURED OR REFURBISHED PARTS**

We may, at our sole option, use new, remanufactured or refurbished Modules or Component Parts when repairing or replacing any Registered Module or Component Part following a successful claim by you under the Warranties. The replaced Registered Module(s) or Component Part(s) will become our property once replacement Module(s) or Component Part(s) have been installed on your roof.

## **7 NO ADDITIONAL WARRANTIES**

- 7.1 Except as provided for in this Warranty Statement, we do not give any representation, warranties or undertakings in relation to the Modules, Systems or Component Parts (or any other products supplied by us).
- 7.2 Any representation, condition or warranty which might be implied or incorporated into this Warranty Statement by statute, common law or otherwise is excluded to the fullest extent permitted by law.

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## **8 YOUR LEGAL RIGHTS**

- 8.1 Notwithstanding the terms of paragraph 8.1 and 8.2, you have certain legal rights and remedies available to you in relation to the System, Modules and Component Parts. No provision of this Warranty Statement shall limit or in any way restrict any such legal rights or remedies that you may have. For further information as to what rights you have at law and what remedies are available to you, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.
- 8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation.

## **9 NO INCIDENTAL OR CONSEQUENTIAL DAMAGES**

- 9.1 We shall not be responsible for any incidental, consequential, economic, property, special or punitive damages arising from the use, loss of use, or failure of a System to perform as warranted under this warranty document.
- 9.2 We shall not be responsible for damages for lost services, lost power generation, cost of substitute services, lost profits or savings, or expenses arising out of third-party claims.

## **10 MAXIMUM LIABILITY LIMITED TO PURCHASE PRICE**

The maximum amount we shall be liable to account to you for (including in relation to the cost of repair or replacement of any Module, Component Part or System) under or in connection with this Warranty Statement shall not exceed the purchase price that you paid for the System to which this Warranty Statement relates.

## **11 MAKING A CLAIM**

- 11.1 To make a claim under a Warranty (Warranty Claim) you must contact MIPV customer services in writing or by email using the addresses provided.
- 11.2 Warranty claims must be submitted in the Warranty Period with a description of the claimed defect, the system serial number, and evidence indicating the purchase date.

## **12 GOVERNING LAW AND JURISDICTION**

- 12.1 This Warranty Statement is governed by English and Welsh law and you can bring legal proceedings arising out of or in connection with this Warranty Statement in the English and Welsh courts.
- 12.2 If you live in Scotland you can bring legal proceedings in respect of this Warranty Statement in either the Scottish or the English and Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of this Warranty Statement in either the Northern Irish or the English and Welsh courts.

## **13 SEVERANCE**

- 13.1 Each of the paragraphs of this Warranty Statement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

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## **14 ADDITIONAL INFORMATION**

- 14.1 For further information concerning the Modules or other products that we offer, please contact the distributor or installer who originally sold the Modules to you or contact us using the contact details set out in paragraph 2.2 of this document.

### **WARRANTY for MIPV Solar Panels**

BIPV Limited  
The GCell Building,  
South Lake Drive,  
Imperial Park,  
Newport. NP10 8AS

TELEPHONE: +44(0) 0330 113 1439

EMAIL: [Info@BIPVco.com](mailto:Info@BIPVco.com)

WEBSITE: [WWW.MIPV.CO.UK](http://WWW.MIPV.CO.UK)