

Limited Guarantee on Panasonic's HIT Photovoltaic Modules

SANYO Electric Co., Ltd. (a member of Panasonic Group and in charge of manufacturing Panasonic HIT photovoltaic modules, hereinafter referred to as "SANYO") grants to any purchaser of Panasonic HIT Photovoltaic Modules (hereinafter referred to as "Modules"), as listed in the table in Section 2 beneath (hereinafter referred to as "Guarantee Information Chart"), a limited guarantee in accordance with the following terms and conditions. The period of this guarantee shall begin on the date of initial purchase by the ultimate customer (hereinafter referred to as "Ultimate Customer"). Only customers named in the certificate of guarantee (hereinafter referred to as "Certificate of Guarantee") – exclusive of any subsequent purchasers – shall be entitled to claim under this guarantee, unless the following terms and conditions allow for any exceptions, and when Module(s) remain at their original installed location this guarantee is transferable to any subsequent owner of the location, or subsequent title-holder of the Module(s) upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Ultimate Customer").

Section 1 Description

A: Limited Guarantee on Material and Workmanship

SANYO grants to the Ultimate Customer for a period of ten (10) years, effective from the purchase date of the Modules, that the Modules are free from any defects in material and workmanship. This guarantee shall only be granted on condition that the Module(s) is installed, used and maintained in strict adherence to the general installation instructions described in the Installation Manual as well as to the specific installation instructions which are related to the solar system itself and provided by the Panasonic Dealer. Should, within the period, the product fail to meet the quality standards warranted in this guarantee and should the defect be caused by poor quality, SANYO shall, at their own discretion, either repair or exchange the photovoltaic module concerned.

The Ultimate Customer shall not be entitled to make to SANYO any claims extending beyond this guarantee. The period of this guarantee shall by no means be extended beyond the original period of ten (10) years, also not in the event of repair or exchange of any Module.

B: Limited Guarantee on Minimum Power Output

SANYO guarantees for each Module within a period of ten (10) years from the start of operation a power output of at least 90 per cent of the minimum power output. The minimum power output is 95 per cent of the nominal maximum power output (hereinafter referred to as "Minimum Power Output"). The relevant nominal maximum power output is stated in the datasheet of the relevant Module. From year eleven (11) through year twenty five (25) SANYO guarantees a power output of 80 per cent of the Minimum Power Output. The effective power output of the Modules is to be determined when voltage is at an optimum and under standard test conditions of 1,000 W/m², 1.5 AM at a cell temperature of 25°C. Should SANYO discover such power deficiency caused by faulty material or poor workmanship, SANYO shall repair the defect, at their own discretion exclusively, in one of the following ways:

- delivery of additional Modules to compensate the power deficiency if technically feasible
- repair or exchange of each Module concerned.

The Ultimate Customer shall not be entitled to make to SANYO any claims extending beyond this guarantee. The period of this guarantee shall by no means be extended beyond the original period as specified in below table, also not in the event of any supplementation, repair or exchange of the Modules concerned.

Section 2 General Conditions

The following terms and conditions apply to all Panasonic Modules guaranteed in accordance with Section 1:

- a) Guarantee can only be claimed within the periods stated in this guarantee.
- b) This guarantee shall neither cover the costs caused by any works to be carried out on site nor any costs incurred in connection with any installation, removal, transport or reinstallation of any Panasonic Module or its components when claiming the performance warranted in this guarantee. Any costs for measuring the power output on the Module and for acknowledging its quality shall also be excluded from this guarantee.
- c) This guarantee can only be claimed through the

Panasonic Dealer who sold the product. Should the Panasonic Dealer concerned no longer be existent, please contact SANYO Component Europe GmbH (eu-solar.panasonic.net). In the event of any litigation or in connection with any statements to be made to the guarantor it is the guarantor that is the only correct contact. Panasonic Dealers do not have any authority to act for and on behalf of the guarantor other than to effect payments to and from Ultimate Customers if so instructed by SANYO; apart from that they are merely the technical assistants in dealing with this guarantee. Panasonic Dealer shall not accept any returned Modules without any prior written consent by SANYO to this effect.

- d) Irrespective of any other limitations specified herein the guarantee offered herein shall only be valid for the initial purchaser named in the Certificate of Guarantee who has bought the Modules for his/her own needs and not for the purpose of resale. After the Module has been installed on a building this guarantee shall be extended, by way of exception, to also include anyone having acquired said building from the Ultimate Customer. In this case the claimant shall furnish adequate proof of succession in title to said Module.
- e) SANYO's total liability under this guarantee during the entire guarantee period is limited to the costs of the Modules. The net purchase price of all Modules bought by the Ultimate Customer (without any further service/material items) plus national VAT, as stated in the invoice addressed to the Ultimate Customer, shall

- f) be deemed as costs of the Modules only.
- f) Any exchanged (i.e. replaced) components or Modules shall pass into the ownership of SANYO.
- g) Any claims under this guarantee shall be asserted by the Ultimate Customer without undue delay but no later than six weeks after knowledge of the event giving rise to the claim,
- h) The Ultimate Customer shall bear the burden of proof for all requirements for claims arising under or in connection with this guarantee. The Ultimate Customer shall also have to prove that there is no case for any exception/limitation in terms of Section 3 of this guarantee.
- i) The Ultimate Customer shall not be entitled to make to SANYO any claims extending beyond this guarantee. The period of this guarantee shall by no means be extended beyond the original period as specified in the Guarantee Information Chart, also not in the event of any supplementation, repair or exchange of the Modules concerned.

Section 3 Exceptions and Limitations

A: The limited guarantees (see Section 1) shall not be granted in the following cases:

- a) Installation, wiring and maintenance works have been carried out in a manner contradictory to the "Allgemeines Installationshandbuch" (General Installation Manual, see <https://eu-solar.panasonic.net/en/service/downloads-panasonic/>) and to the specific installation instructions

Guarantee Information Chart				
Panasonic HIT Module Model	Materials & Workmanship	Guaranteed Minimum Power Output of HIT Modules		
		upon delivery	0-10years	11-25years
VBHN***SJ25 VBHN***SJ25B	10-Years Limited Guarantee of Materials & Workmanship	Pmin*	90% of Pmin*	80% of Pmin*
<p>*** : Power Output *Pmin : Minimum Power Output: 95 % of nominal maximum power output (Pnom). Pnom is the value stated in the datasheet of the respective Module</p>				

- provided by the Panasonic Dealer who sold the product; the Module concerned has been used and/or handled in a manner contradictory to the Installation Manual
- b) Module(s) installed in a location that exceeds Operating Conditions as specified in the Installation Manual.
 - c) A Module has been damaged by way of abuse or any alterations and/or actions and repairs which were not performed by SANYO.
 - d) Pre-installation storage and transport have been faulty and/or not in line with the instructions set out in the Installation Manual.
 - e) Modules have been damaged by external stress and strain or stones and/or debris dropping thereon, unless damage has been caused by any defective materials employed in the Modules and/or faulty assembly of the Modules concerned.
 - f) Modules have been contaminated and/or damaged by environmental factors, such as soot, saliferous substances or acid rain.
 - g) The Ultimate Customer's system, equipment and facilities on site are damaged or incompatible with the Modules.
 - h) Damage has been caused by extreme natural phenomena (earthquakes, typhoons and tornados, volcanic eruptions, floodings and storm tides, strokes of lightning, hailstorms and heavy snowfalls, tsunami, etc) and/or fires and any other unforeseen circumstances for which SANYO cannot be held responsible.
 - i) Damage has been caused by terrorism, uprisings and such other man-made catastrophes.
 - j) Damage has been caused by noise, vibration, rust, scratches in normal operation.
 - k) Appearance change has been caused in normal operation.
 - l) There is no Certificate of Guarantee at all or it is incomplete, lacking entry of Ultimate Customer's name and/or of date of purchase and/or stamp of Panasonic Dealer. Should, however, the Certificate of Guarantee merely lack the Dealer's stamp, proof of purchase can also be furnished by presenting another document (invoice).
 - m) The type label and/or serial number of the Module are missing, or have been changed or are unreadable.
 - n) Modules are not installed within the following countries:
Belarus, Bulgaria, Cyprus, Czech Republic, Hungary, Malta, Moldova, Poland, Romania, Russia, Slovakia, Ukraine, Finland, Denmark, Estonia, Iceland, Ireland, Latvia, Lithuania, Norway, Sweden, United Kingdom, Albania, Andorra, Bosnia and Herzegovina, Croatia, Greece, Italy, Macedonia, Montenegro, Portugal, San Marino, Serbia, Slovenia, Spain, Vatican City, Austria, Belgium, France, Germany, Liechtenstein, Luxembourg, Monaco, Netherlands, Switzerland, Turkey, Israel, Uzbekistan, Kingdom of Morocco, Republic of Tunisia.
 - o) Modules are not purchased in the countries listed in Section 3 A n) above and identified by a CE label.
- B: The performance and service warranted herein constitute the only guarantee put on the product. SANYO shall refuse herewith explicitly all other guarantees and warranties, including any guarantee/warranty relating to the marketability of the quality of the product and/or its suitability for a specific purpose. SANYO shall not be liable under any circumstances for any lost profits, for any special, accidental, indirect losses or consequential damage, for whatever reasons.
- C: This guarantee shall in no way limit any of the Ultimate Customer's claims which are based on a different legal foundation.
- D: German law shall apply exclusively to any and all claims which may arise from this guarantee to the Ultimate Customer or SANYO.
- E: The English version of the guarantee shall prevail. All other language versions are solely translations hereof.

