

HIT[®] Power Module Limited Warranty

1. Scope of Limited Warranty Coverage: This warranty applies to all solar photovoltaic models within the HIT Power S series and/or VBHNxxxSA06 / SA06B series (xxx = rated power) (hereinafter, "Product") and sold by SANYO North America corporation, Solar Division (hereinafter, "SANYO") and is extended to the original end-user purchaser, and when Product remains at its original installed location, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Customer").

2. Limited Workmanship Warranty. SANYO warrants the Product to be free from defects in materials and workmanship under normal application, installation, use, and service conditions for a period ending ten (10) years from date of Product purchase by the Customer. If the Product fails to conform to this warranty, as determined by SANYO in its sole and absolute discretion, SANYO will employ one of the following Limited Warranty Remedies.

3. Limited Power Output Warranty. SANYO warrants the power output degradation will not fall under 80% of the designated Minimum Power (Pmin) output shown below in Table 1 from date of Product purchase by the Customer. Upon receipt of a Power Output warranty claim, SANYO or its designated representative shall conduct measurements to determine the actual power output of the Product. SANYO's measurement shall be the sole determination for purposes of warranty settlement. If SANYO measures power loss under the warranted level and such power loss is the result of a product defect, as determined by SANYO in its sole and absolute discretion, SANYO will supplement the power output deficiency using one of the following Limited Warranty Remedies.

Table 1. Limited Power Output Warranty

Period	Remarks	Example
At the Time of Purchase	100% of the Maximum Power (Pmax) stated in Product Data Sheets	240.0 Watts
Within 10 Years from Purchase Date	90% of the Minimum Power (Pmin)	205.2 Watts
Within 20 Years from Purchase Date	80% of the Minimum Power (Pmin)	182.4 Watts

Notes: Maximum Power (Pmax) and Minimum Power (Pmin) are measured under Standard Test Conditions of; Irradiance 1000 W/m², Cell Temperature 25°C, and Air Mass 1.5g. The Minimum Power (Pmin) = 95% of Maximum Power (Pmax).

4. Limited Warranty Remedies.

- a. SANYO may repair or replace the Product with new or refurbished Product; or
- b. SANYO may provide additional new or refurbished Product to restore deficient output; or
- c. SANYO may refund the Customer the original Product purchase price. Any refund will be pro-rated by the number of months from the date of original purchase by the Customer.

5. Limited Remedy Conditions. When one of the Limited Warranty Remedies is employed, the following conditions will apply:

- a. The warranty remedy will extend only to claims received before the end of the warranty period.
- b. The original warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair, replacement, addition, or prorated refund of the defective Product.
- c. The purchase date of original Product shall determine the start of the warranty period in the event SANYO repairs, replaces, adds to, or prorates a refund for the defective Product.
- d. Remedy options may not be combined. Only one remedy option will be employed at SANYO's sole discretion.
- e. The warranty remedy is applicable to the Product only and does not apply to any other system components or parts.
- f. When Product is the subject of third party financing, any applicable refund will be paid to the title-holder of the Product.
- g. Product removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties.
- h. Product that is replaced by SANYO shall become the property of SANYO. SANYO reserves the right, at its sole option, to deliver another type of new or refurbished Product that may differ in size, color, shape, model number, and/or power level.

6. Limited Warranty Exclusions. The warranties above in Sections 2 and 3 are void and do not apply under the following:

- a. Products sold and/or installed outside the United States, Canada, Mexico, American territories located in the Pacific Ocean like American Samoa, Saipan, Guam, and all island nations and territories located in the Caribbean Sea except Cuba.
- b. Expiration of warranty, no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical contractor.
- c. Altered, removed, or illegible Product serial number(s).
- d. External stains or scratches that do not affect power output.
- e. Marine, recreation vehicle, or mobile installations of any kind. Multi-axis tracking systems are not considered mobile installations.
- f. Improper application, such as, but not limited to, use with mirrors, concentrated sunlight, and contact with solar thermal systems.
- g. Damage due to lack of compliance with SANYO installation, use and maintenance instructions, national or local codes, such as the National Electric Code, or any Authority Having Jurisdiction.
- h. Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, direct contact with salt water such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.
- i. Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
- j. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, transportation, or repair by anyone other than SANYO or its authorized technician.
- k. Claims made more than one year from the date the alleged power output degradation, or product workmanship defect, reasonably should have been discovered.
- l. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, stepping on Product, impacts from falling objects such as tools, golf balls, rocks, hailstones, or other debris.

HIT[®] Power Module Limited Warranty

- m. Damage from non-compatibility with, or defects in, system-related parts and components.
- n. Damage from extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances.
- o. Damage to the backsheet such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects such as, screws, bolts, nails, tools, system or structural components, sharp edges, constant rubbing, tree branches, etc.
- p. Damage from terrorist acts, riots, war, power surges, power failures, or other man-made disasters.

7. Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. SANYO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON SANYO'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SANYO. SANYO SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL SANYO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. SANYO'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME STATES THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF DAMAGES. THE LIMITATIONS ON IMPLIED WARRANTIES DO NOT APPLY TO ANY PURCHASE OF PRODUCTS MADE FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

8. Obtaining Warranty Performance. Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify the installer who sold the Product, or an authorized SANYO representative, or contact SANYO directly by writing to:

SANYO North America Corporation
Solar Division
Attn: Solar Product Warranty Claim
10900 N. Tantau Ave. Suite 200
Cupertino, CA 95014

Customers may also contact SANYO via its website under *Solar Products*, at us.sanyo.com. Claims must accompany evidence of the product purchase date by the Customer. The return of any Product will not be accepted by SANYO unless accompanied by a valid return material authorization and prior written authorization issued by SANYO.

9. Severability. If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

10. Disputes. The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the date the Customer receives notice of SANYO's final decision on the Customer's warranty claim. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

11. Force Majeure. SANYO shall not be held responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Product or the claim.