

Limited Guarantee on Panasonic's Photovoltaic Modules HIT™

SANYO Electric Co., Ltd. (a member of Panasonic Group, hereinafter referred to as "Panasonic") grants to any purchaser of Panasonic photovoltaic modules HIT™ (hereinafter referred to as "Modules"), with model numbers VBHNxxxSJ25 (xxx=245, 250), VBHNxxxJ46 (xxx=295, 300), VBHNxxxSJ47 (xxx=320, 325, 330), VBHNxxxSJ53 (xxx=325, 330, 335, 340), VBHNxxxKJ01 (xxx=320, 325, 330, 335) series, 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"). This guarantee applies exclusively to modules manufactured by Panasonic from September, 2017.

Section 1 Description

A: Limited Guarantee on Material and Workmanship

Panasonic grants to the Ultimate Customer for a period of fifteen (15) years (or optional twenty-five (25) years with online registration within 90 days after purchase of the modules here: [https://eu.solar.panasonic.net/solar/Panasonic HIT Registration for extended guarantee.pdf](https://eu.solar.panasonic.net/solar/Panasonic_HIT_Registration_for_extended_guarantee.pdf)), 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, Panasonic will employ one of the following Limited

Guarantee Remedies as set forth under section 3 below.

The Ultimate Customer shall not be entitled to make to Panasonic any claims extending beyond this guarantee. The period of this guarantee shall by no means be extended beyond the original period of fifteen (15) years (or optional twenty-five (25) years with online registration within 90 days after purchase of the modules here: [https://eu.solar.panasonic.net/solar/Panasonic HIT Registration for extended guarantee.pdf](https://eu.solar.panasonic.net/solar/Panasonic_HIT_Registration_for_extended_guarantee.pdf)), also not in the event of repair or exchange of any Module.

B: Limited Guarantee on Power Output

Panasonic grants the power output will be no less than 97% of the designated Maximum Power (Pmax) stated in the product data sheet for the first year from date of purchase of the Modules by the Ultimate Customer and the power output degradation will be no more than 0.45% per year for the following 24 years, so that, at the end of 25th year, the power output will be at least 86.2% of Pmax. The power output values under this Limited Guarantee on Power Output shall be those measured under Panasonic's Standard Test Conditions (STC) as follows: (a) Irradiance 1000 W/m², (b) Cell Temperature of 25°C, and (c) Air Mass of 1.5.

Upon receipt of a Power Output guarantee claim, Panasonic or its designated representative shall conduct measurements under STC to determine the actual power output of the Modules. Panasonic's measurement shall be the sole determination for purposes of guarantee settlement. If Panasonic measures power output levels under the warranted output levels set out above, taking into account a ±3% measurement tolerance range, and such power loss is the result of a module defect, as determined by Panasonic in its sole and absolute discretion, Panasonic will supplement the power output deficiency using one of the following Limited Guarantee Remedies as set forth under Section 4 below.

The Ultimate Customer shall not be entitled to make to Panasonic any claims extending beyond this guarantee. The period of this guarantee shall by no means be extended beyond the original period, 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) In the case of a valid claim for the Module(s) installed for residential dwellings by a Panasonic Solar premium installer, this guarantee shall cover:
 - reasonable and customary transportation costs for return of the module(s)
 - reshipment of any repaired or replaced Module(s) and
 - costs associated with installation, removal or reinstallation of the Module(s).

Please visit the Panasonic Solar website for more information about Panasonic Solar Premium Installers: <https://eu-solar.panasonic.net/en/premium-installer-panasonic-map-search.htm#partners>

- 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 Panasonic Electric Works Europe AG (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 Panasonic; 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 Panasonic 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) Panasonic'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 be deemed as costs of the Modules only.

- f) Any exchanged (i.e. replaced) components or Modules shall pass into the ownership of Panasonic.
- 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 4 of this guarantee.
- i) The Ultimate Customer shall not be entitled to make to Panasonic 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 Limited Guarantee Remedies

Panasonic, at its sole discretion, will take one of following remedies

- a) Panasonic will repair or replace the Module with new or refurbished Module.
- b) Panasonic will provide additional new or refurbished Module to restore deficient output.
- c) Panasonic will refund the Customer the original Module purchase price. Any refund may be pro-rated by the number of months from the date of original purchase by the Ultimate Customer and/or may be calculated based on the difference between actual power output (Module measured under STC) and minimal guaranteed output.

Section 4 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 General Installation Manual and to the specific installation instructions 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 which were not performed by Panasonic.
- 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) Marine, recreation vehicle, or mobile installations of any kind. Multi-axis tracking systems are not considered mobile installations.
- i) 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 Panasonic cannot be held responsible.
- j) Damage has been caused by terrorism, uprisings and such other man-made catastrophes.
- k) Damage has been caused by power surges, power failures, or other man-made disasters.

- l) Damage has been caused by noise, vibration, rust, scratches in normal operation.
- m) Cosmetic variation, stains or scratches that do not affect power output.
- n) Appearance change has been caused in normal operation.
- o) 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).
- p) The type label and/or serial number of the Module are missing, or have been changed or are unreadable.
- q) Modules are not installed within the following countries:
European Economic Area (EEA) countries, Switzerland, Belarus, Moldova, Russia, Ukraine, Albania, Andorra, Bosnia and Herzegovina, Macedonia, Montenegro, San Marino, Serbia, Vatican City, Monaco, Israel, Uzbekistan, Kingdom of Morocco, Republic of Tunisia.
- r) Modules are not purchased in the countries listed in Section 4 A q) above and identified by a CE label.

B: The performance and service warranted herein constitute the only guarantee put on the product. Panasonic 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. Panasonic 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 Panasonic.

E: The English version of the guarantee shall prevail. All other language versions are solely translations hereof.

