

LIMITED WARRANTY
mitsubishi electric & electronics usa, inc
PHOTOVOLTAIC MODULES

1. Limited Photovoltaic Module Warranty — 60 Month Repair, Replacement or Refund Remedy

Mitsubishi Electric & Electronics USA, Inc. (“MEUS”) warrants its Photovoltaic Modules, including DC connector cable assemblies, to be free from defects in materials and workmanship under proper application and installation strictly according to our installation instructions, use and service conditions, for a period of sixty (60) months after the first sale to the original end-user customer. When making a warranty claim, the customer is responsible to establish that it is within the period of the warranty to the satisfaction of MEUS in its sole judgment.

MEUS will, at its sole option, either (a) provide a replacement (excluding labor), (b) repair or (c) refund the purchase price paid by the Customer ('Purchase Price') of any Photovoltaic Module that MEUS determines to be defective under the terms of this Limited Warranty. The replacement or refund remedy shall be the sole and exclusive remedy provided under this Limited Warranty and shall not extend beyond the sixty (60) month period set forth herein. This Limited Warranty does not warrant any specific power output, which shall be exclusively covered under Section 2 below (Limited Pmax Warranty).

2. Limited Minimum Pmax Warranty and Limited Remedy

A. Definition of minimum Pmax

Minimum Pmax is the minimum power in peak watts that a Photovoltaic Module generates as stated on the module rating label. “Standard Test Conditions” are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] a cell temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC60904 as tested at the junction box terminals per the calibration and testing standards of Mitsubishi Electric Corporation in effect on the date of manufacture of the Photovoltaic Modules.

B. For 10 years:

MEUS additionally warrants for the Photovoltaic Modules that:

if, within ten (10) years after the first sale to the original end-user customer, any Photovoltaic Module exhibits a power output less than 90% of the minimum Pmax at Standard Test Conditions as specified on the manufacturer’s Product Information Label affixed to each Photovoltaic Module, provided that such loss in power is determined by MEUS (at its sole and absolute discretion) to be due to defects in material or workmanship, MEUS will, at its sole option, either [1] provide the Customer with sufficient additional Photovoltaic Modules to compensate for such loss in power; [2] repair or replace the defective Photovoltaic Modules; or [3] refund a prorated portion of the Purchase Price at an annual depreciation rate of four percent (4)% of the Purchase Price.

C. For 25 years:

For the Photovoltaic Modules, MEUS further warrants that:

if, within twenty-five (25) years after the first sale to the original end-user customer, any Photovoltaic Module exhibits a power output less than 80% of the minimum Pmax at Standard Test Conditions as specified on the manufacturer's Product Information Label affixed to each Photovoltaic Module, provided that such loss in power is determined by MEUS (at its sole and absolute discretion) to be due to defects in material or workmanship, MEUS will, at its sole option, either [1] provide the Customer with sufficient additional Photovoltaic Modules to compensate for such loss in power; [2] repair or replace the defective Photovoltaic Modules; or [3] refund a prorated portion of the Purchase Price at an annual depreciation rate of four per cent (4%) of the Purchase Price.

The remedies set forth in this Section 2 are the sole and exclusive remedies provided under the Limited Minimum Pmax Warranty.

3. Exclusions and Limitations

A. Applicable period

Warranty claims must be filed within the applicable Warranty period, without exception. Repaired Photovoltaic Modules are warranted for duration of the original period of warranty.

B. Exclusions

These Limited Warranties do not apply to problems with, damage to or failures of Photovoltaic Modules arising or resulting from normal wear and tear; the effects of exposure to weather, pollution or environmental conditions; improper installation or mounting; transportation or storage; electric power failure, interruption, spikes or surges; misuse, abuse, neglect, vandalism or accident; alteration, improper installation or application that does not strictly follow the manufacturer's instructions; repair or modifications that do not strictly follow the manufacturer's instructions; lightning, flood, fire, atmospheric pollution and corrosion, accidental breakage, damage caused by connection to or operation of other electrical equipment or system components, or other force majeure events outside MEUS's control.

C. Transportation and labor costs excluded

These Limited Warranties exclude all transportation costs for return of defective Photovoltaic Modules or for re-shipment of any replacement Photovoltaic Modules and exclude all labor and other costs associated with installation, removal and reinstallation of the Photovoltaic Modules.

D. Serial numbers

Warranty claims will not be honored if the serial numbers of the Photovoltaic Modules have been altered, removed or made illegible.

4. Limitation of Warranty and Liability

THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY AND EXCLUSIVE WARRANTIES APPLICABLE TO THE PHOTOVOLTAIC MODULES. MEUS HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL MEUS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF REVENUES OR PROFITS, LOSS OF USE, LOSS OF PRODUCTION OR LOST INVESTMENT OPPORTUNITY, ARISING FROM OR RELATING TO THE PHOTOVOLTAIC MODULES, THEIR INSTALLATION, USE, FAILURE OR DEFECTS, even if MEUS has been informed that such damages could occur.

MEUS'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE NET INVOICE PRICE PAID BY THE CUSTOMER FOR THE PHOTOVOLTAIC MODULE[S] WHICH IS/ARE THE SUBJECT OF CLAIM OR DISPUTE.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

5. Obtaining Warranty Service

In order to obtain warranty service under the MEUS Limited Warranty, please promptly notify, Warranty Manager, MEUS at 5665 Plaza Drive, Cypress, CA 90630, telephone (714) 220-2500 of the nature of the problem. When contacting the Warranty Manager, please provide the complete serial number printed on the module label and the date on which the Photovoltaic Modules were purchased from MEUS. If MEUS wants the Photovoltaic Modules returned for inspection, repair or replacement, MEUS will provide a Return Merchandise Authorization ["RMA"]. MEUS will not accept the return of any Photovoltaic Modules without a RMA.

6. Severability

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

7. Miscellaneous

All replaced Photovoltaic Modules shall become the property of MEUS. MEUS has the right to substitute another type of Photovoltaic Module different in size, color, shape and/or power if MEUS discontinues producing the model of Photovoltaic Module in question at the time of the warranty claim.

8. Force Majeure

MEUS shall not be liable to Customer for any costs, expenses, losses, damages or injuries resulting from any delay in or failure of MEUS's performance of any of its obligations under this Warranty due to any cause beyond the control of MEUS, including, but not limited to, delays caused by Customer, acts of God, acts of governmental authority, natural disasters, war, terrorism, restrictions on imports or exports, labor strikes or any other labor action, delays in transportation, shortage of materials, civil disorder, fires, earthquake, floods or any other unforeseen and material event ("Force Majeure").

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.