

Limited Warranty for SANYO's HIT Photovoltaic Modules

SANYO Electric Co., Ltd. (hereinafter, "SANYO") provides the following limited warranties to purchasers of SANYO HIT Photovoltaic Modules (hereinafter, "Module"), according to the warranty conditions mentioned below, and subject to the exclusions contained in Section 2 and in section 3 hereof.

This warranty is applicable to Modules installed in Australia and New Zealand. Warranty is from the date of sale to original end customer (hereinafter, "the End customer")

SECTION 1 Warranty Descriptions

A: Limited Warranties of Materials and Workmanship

SANYO warrants a limited warranty of Materials and Workmanship for sixty (60) months from the date of sale to the End customer under normal installation, use and service conditions, as follows;

- a) Products should satisfy characteristics/performances written in the Product Specification under initial conditions,
- b) Products contain no broken glass except for those caused by external impact, stress or foreign articles from air, i.e., Products contain no broken glass caused by foreign articles in the Products,
- c) Products contain no broken or otherwise damaged junction box,
- d) Products contain no broken or otherwise damaged connector/cables and
- e) Products contain no broken or otherwise damaged fracture frame,

If the product fails to conform to this warranty during the term of your warranty and this defect is recognized to be caused from quality of Module, SANYO will, at its sole option, either repair or replace the product under SANYO's judgment. The repair or replacement remedy shall be the sole and exclusive remedy provided under the warranty and shall not extend beyond the sixty months period set forth herein. The repair or replacement of the Modules or the supply of additional Modules does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended.

B: Limited Warranty of Peak Power Output

SANYO warrants the Module(s) set forth herein for the period of twenty five (25) years from date of sales to the End customer against degradation of a power output less than 80% of the minimum peak power output measured at an optimum voltage under standard test conditions of 1000W/m², AM1.5 at a cell temperature of 25°C, as described below in the table. In the case that such loss in power is determined by SANYO (at its sole and absolute discretion) to be due to defects in materials or workmanship, SANYO supplements the output deficiency in either one of the following ways:

- Providing extra Modules to make up the output deficiency
- Repairing or replacing the Modules

The repair or replacement of the Modules or the supply of additional Modules does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended.

Warranted Minimum Peak Power Output of SANYO HIT Modules	
HIP-205NKHE6 HIP-210NKHE6 HIP-205NKHE6-2 HIP-210NKHE6-2	
Period of Time	Percentage of Peak Power Output
At delivery	Pmin*
0 – 10 year	90% of Pmin*
11 – 25 year	80% of Pmin*
Pmin* : Minimum peak power output : 95% of nominal peak power output	

SECTION 2 General Conditions

The following applies to ALL Warranted SANYO Modules:

- a) Warranty claims must in any event be filled within the applicable warranty period.
- b) Either supplying extra modules, or repairing / replacing the original modules, but not both measures, will be carried out.
- c) The Limited Warranty does not cover the costs of any on-site labor and any costs associated with the installation, removal, transportation, reinstallation of SANYO Modules or any components hereof for service under this Limited Warranty. Furthermore, the Limited Warranty does not cover any cost for the measurement of the Module output and quality confirmation.
- d) The warranty is valid for Module(s) only in the case that the End customer inquires SANYO via the SANYO Dealer from which the End customer purchased.
- e) Notwithstanding anything to the contrary in this warranty document, the warranty provided herein shall apply only so long as the product(s) warranted hereby are owned by either (i) the first purchaser who has purchased the product(s) for its, his, or her own use and not for purchases for resale or (ii) by purchasers of buildings on which the product was first installed.
- f) The total cost for warranty does not exceed the amount of sale of Module(s)
- g) Replaced parts and Modules will become the property of SANYO.

SECTION 3 Warranty Exclusions and Limitations

- A: The Limited warranty (mentioned in Section 1) does not apply to any Module(s) if the problem is determined by SANYO to be a result of any of the following conditions:
- a) Improper use, installation, wiring, handling or maintenance
 - b) Product(s) installed in a location that exceeds Standard Operating Conditions which are written in the documents of 'specification of photovoltaic module'.
 - c) Damage from abuse, or alteration or improper repair by any one other than SANYO.
 - d) Improper storage or transportation prior to installation

- e) Damage from external stress or falling rocks or debris that is not attributable to any defect in the module materials or construction.
- f) Environmental pollution such as soot, salt damage or acid rain.
- g) Defects in your system or non-compatibility of your system equipment with the Modules
- h) Extreme natural conditions (earthquakes, typhoons, tornadoes, volcanic activity, flooding, tsunami, lightning, heavy snow, hail etc.) or fire or other unforeseen circumstances that are beyond the responsibility of SANYO.
- i) Terrorism, riots, wars or other man-made disasters
- j) Problems with sound, vibration, rust, scratching, discoloration or stain of its appearance that are the result of aging or continuous use
- k) In case the End customer does not have this warranty sheet or there is no issue date or signature of a SANYO representative on it.
- l) Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible.

B: The expressed warranty set forth herein shall constitute the only warranty applicable to the product. SANYO hereby expressly disclaims any and all other warranties, expressed or implied, including without limitation the warranty of merchantability or fitness for particular purpose. In no event shall SANYO be liable for loss of profits, special, incidental, indirect or consequential damages for any reason whatsoever.

C: Where the purchaser is a natural person and if and to the extent required by applicable law, nothing in this Limited warranty shall operate or shall be construed to operate so as to exclude or restrict the liability of SANYO for death or personal injury caused to the purchaser by reason of the negligence of SANYO or its servants, employees or agents.

D: The rights granted by this warranty are in addition to any statutory or other legal rights granted or existing under laws of the country or State in which SANYO Module was purchased and those legal rights are not affected by this warranty.

E: Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Any claims or dispute arising from or in connection with this warranty must be brought in the courts of Japan.

SECTION 4 Obtaining warranty service

If you feel you have a claim covered by this warranty, you must immediately notify the authorized SANYO Dealer from which you bought the Module with the SANYO warranty sheet or evidence of date of sale on which the SANYO Module has been purchased. The Dealer will give advice on handling the claim. The return of any Modules will not be accepted by SANYO unless prior written authorization has been given by SANYO.

Action arising out of or in any way connected with this Limited Warranty may not be brought by the End customer more than one (1) year after the cause of action has accrued.

Warranty sheet

End customer

Name:

Address, TEL :

Date, Signature:

Date of purchase :

Model:

Quantity of module :

Serial number:

* in case you cannot fill out all serial numbers, please write them down on the back side of this paper.

Authorized SANYO Dealer

Company name:

Date, Signature:

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