

**MITSUBISHI ELECTRIC LIMITED WARRANTY FOR PHOTOVOLTAIC
MODULES ["Solar Panels"]
("Limited Warranty")**

1. Limited Product Warranty – 15 Month Repair, Replacement or Refund Remedy

Mitsubishi Electric & Electronics USA, Inc. ["MEUS"] warrants its Solar Panels, including DC connector cable assemblies, to be free from defects in materials and workmanship under normal, application, installation, use and service conditions for a period of fifteen (15) months after the date of manufacture printed on the module label. MEUS will, at its sole option, either repair or replace any Photovoltaic Module that MEUS determines to be defective under the terms of this Limited Warranty or refund the purchase price paid by the VAR ('Purchase Price'). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under this Limited Warranty and shall not extend beyond the fifteen (15) month period set forth herein. This Limited Warranty does not warrant any specific power output, which shall be exclusively covered under Section 2 hereinafter (Limited Minimum Pmax Warranty).

2. Limited Minimum Pmax Warranty and Limited Remedy

A. "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 Solar Panels. Mitsubishi Electric's calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.

B. 10 years

MEUS additionally warrants for the Solar Panels that:

if, within ten (10) years from the date of manufacture printed on the module label, 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 replace such loss in power by either providing to the VAR additional Solar Panels to make up such

loss in power, or by repairing or replacing the defective Solar Panels, or by refunding the Purchase Price taking into account a yearly depreciation of ten (10)% of the Purchase Price, at the sole option of MEUS.

C. 25 years

For the Solar Panels, MEUS further warrants that:

if, within a period of twenty-five (25) years from date of manufacture printed on the module label any Photovoltaic Module exhibits a power output less than 80% of the minimum Pmax at Standard Test Conditions, 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 replace such loss in power by either providing to the VAR additional Solar Panels to make up such loss in power, or by repairing or replacing the defective Solar Panels, or by refunding the Purchase Price, subject to an annual depreciation of four (4%) per cent of the Purchase Price, at the sole option of MEUS.

These 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. Warranty claims must be filed within the applicable Warranty period, without exception.
- B. These Limited Warranties do not apply to normal wear and tear, to the natural effects of exposure to weather conditions over time, or to Solar Panels which in MEUS's sole judgment have been subjected to:
 - 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; or power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage or other events outside MEUS's control.
- C. These Limited Warranties do not cover any transportation costs for return of the Solar Panels or for reshipment of any repaired or replaced Solar Panels or cost associated with installation, removal or reinstallation of the Solar Panels.
- D. Warranty claims will not be honored if the serial numbers of the Solar Panels have been altered, removed or made illegible.

4. Limitation of Warranty and Liability

THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MEUS. MEUS SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER 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 MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL MEUS BE LIABLE TO VAR OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED.

MEUS'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE VAR FOR THE PHOTOVOLTAIC MODULE[S] WHICH IS 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, the VAR should promptly notify MEUS at 5665 Plaza Drive, Cypress, CA 90630, telephone 714-220-2500, of the nature of the problem. Together with the notification, VAR should include the complete serial number printed on the module label and the date on which the Solar Panels were purchased from MEUS. If MEUS wants the Solar Panels returned for inspection, repair or replacement, it will give VAR a Return Merchandise Authorization ["RMA"]. MEUS will not accept the return of any Solar Panels 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. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the VAR more than one (1) year after the cause of action has accrued.

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

8. Miscellaneous The repair or replacement of the Solar Panels or the supply of additional Solar Panels neither creates a new warranty term nor extends the original term of this Limited Warranty. All replaced Solar Panels 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.

9. Force Majeure

MEUS shall not be responsible or liable to the VAR or any third-party for claims resulting from or arising out of any non-performance or delay in its 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, or yield failures or any other event beyond the control of MEUS, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Solar Panels or the claim.