

## Limited Guarantee on SANYO's HIT Photovoltaic Modules (HDE4 Series)

SANYO Electric Co., Ltd., Japan (hereinafter referred to as "SANYO") shall grant to any purchaser of SANYO HIT Photovoltaic Modules (hereinafter referred to as "Modules"), as listed in the table beneath, a limited guarantee in accordance with the following terms and conditions. This limited guarantee shall only cover photovoltaic modules purchased in Europe and identified by a CE label. The period of this guarantee shall begin on the date of initial purchase by the ultimate customer as named in the certificate of guarantee (hereinafter referred to as "Ultimate Customer"). Only customers named in said certificates – 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 Product(s) remain at their original installed location this guarantee is transferable to any subsequent owner of the location, or subsequent title-holder of the Product(s) upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Ultimate Customer").

### Section 1 Description

A: Limited guarantee on material and workmanship

SANYO shall grant the Ultimate Customer a limited guarantee on material and workmanship for a period of sixty (60) months effective from the date on which the product was sold to the Ultimate Customer and which is also stated in the certificate of guarantee. This guarantee shall only be granted on condition that the product 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 SANYO Dealer. Should, within the period of this guarantee, the product fail to meet the quality standards warranted in this guarantee and should the defect be caused by poor quality, SANYO shall, at their own discretion, either repair or exchange the photovoltaic module concerned.

The Ultimate Customer shall not be entitled to make to SANYO any claims extending beyond this guarantee. The period of this guarantee shall by no means be extended beyond the original period of sixty (60) months, also not in the event of repair or exchange of any Module.

B: Limited guarantee on minimum power output

SANYO shall guarantee each Module concerned, for a period of twenty (20) years as of sale to Ultimate Customer, against any functions falling short of 80 per cent of the minimum power output measured when voltage is at an optimum and under standard test conditions of 1,000 W/m<sup>2</sup>, 1.5 AM at a cell temperature of 25°C, as specified in the table beneath. Should SANYO discover such power deficiency caused by faulty material or poor workmanship, SANYO shall repair the defect, at their own discretion exclusively, in one of the following ways:

- delivery of additional Modules to compensate for the power deficiency
- repair or exchange of each Module concerned.

The Ultimate Customer shall not be entitled to make to SANYO any claims extending beyond this guarantee. The period of this guarantee shall by no means be extended beyond the original period as specified in below table, also not in the event of any supplementation, repair or exchange of the Modules concerned.

### Section 2 General Conditions

The following shall apply to all SANYO Modules guaranteed in accordance with Section 1:

- a) Guarantee can only be claimed within the period of this guarantee.
- b) This guarantee shall neither cover the costs caused by any works to be carried out on site nor any costs incurred in connection with any installation, removal, transport or reinstallation of any SANYO Module or its components when claiming the performance warranted in this guarantee. Any costs for measuring the power output on the Module and for acknowledging its quality shall also be excluded from this guarantee.
- c) This guarantee can only be claimed through the SANYO Dealer who sold the product. Should the SANYO Dealer concerned no longer be existent, please contact SANYO Component Europe GmbH ([www.sanyo-component.com](http://www.sanyo-component.com)). In the event of any litigations or in connection with any statements to be made to the guarantor it is the guarantor that is the only correct contact. SANYO Dealers do not have any authority to act for and on behalf of the guarantor; they are merely the technical assistants in dealing with this guarantee. SANYO shall not accept any returned

<b>Guarantee Information Chart</b>				
Sanyo HIT Module Model	Materials & Workmanship	Guaranteed Minimum Power Output of HIT Modules		
HIT-230HDE4 HIT-235HDE4 HIT-240HDE4	5-Years Limited Guarantee of Materials & Workmanship	upon delivery	0-10years	11-20years
		Pmin*	90% of Pmin*	80% of Pmin*
*Pmin:Minimum Power Output: 95 % of nominal maximum power output				

Modules without any prior written consent by SANYO 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 products 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) The total cost of this guarantee incurred within the entire guarantee period must not exceed the costs of the Modules. Only 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 cost of the Modules.
- f) Any exchanged (i.e. replaced) components or Modules shall pass into the ownership of SANYO.
- g) Any claims under this guarantee shall be asserted by the Ultimate Customer, without undue delay, within one month, at the latest, from the event making this guarantee operative pursuant to lit c).
- h) The onus of proof that an event has brought this guarantee into operation pursuant to the undertaking hereunder shall lie with the Ultimate Customer. The Ultimate Customer shall also have to prove that there is no case for any exception/limitation in terms of Section 3 of this guarantee.

### **Section 3 Exceptions and Limitations**

A: This limited guarantee (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 "Installationshandbuch" (Installation Manual) and to the specific installation instructions provided by the SANYO Dealer who sold the product; the Module concerned has been used and/or handled improperly.
- b) Product(s) installed in a location that exceeds Standard Operating Conditions which are written in the documents of 'specification of photovoltaic module'.
- c) A Module has been damaged by way of abuse or any alterations and/or actions and repairs which were not performed by SANYO.
- d) Pre-installation storage and transport have been faulty and improper.
- 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) 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 SANYO cannot be held responsible.

- i) Damage has been caused by terrorism, uprisings and such other man-made catastrophes.
- j) Damage has been caused by ageing and/or continuous use, in particular by noise, vibration, rust, scratches and discolouration.
- k) 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 SANYO 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).
- l) The type label and/or serial number of the Module are missing, or have been changed or are unreadable.
- m) Modules are not installed within the following countries:  
Belarus, Bulgaria, Cyprus, Czech Republic, Hungary, Malta, Moldova, Poland, Romania, Russia, Slovakia, Ukraine, Finland, Denmark, Estonia, Iceland, Ireland, Latvia, Lithuania, Norway, Sweden, United Kingdom, Albania, Andorra, Bosnia and Herzegovina, Croatia, Greece, Italy, Macedonia, Montenegro, Portugal, San Marino, Serbia, Slovenia, Spain, Vatican City, Austria, Belgium, France, Germany, Liechtenstein, Luxembourg, Monaco, Netherlands, Switzerland, Turkey.

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

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