

KKM-SE-00001-March09-2007

Limited Warranty for Kyocera Photovoltaic Module(s)

This limited warranty applies to photovoltaic module(s) ("PV Module(s)") manufactured by Kyocera Corporation or an affiliated company ("Kyocera"), warrants the quality of such PV Module(s), and specifies the scope of such warranty.

A. One Year Limited PV Module Warranty

Kyocera warrants the PV Module(s) to be free from the defects and /or failures specified below for a period not exceeding one (1) year* from the date of sale to the original customer ("Customer"):

*In case of EU territory "a period not exceeding two (2) years".

- 1) failure due to defective manufacturing;
- 2) failure due to defective materials;
- 3) cracking of the front glass surface due to foreign objects inside the glass; or

Note: This limited warranty shall not apply to cracking of glass caused by external shock from flying objects or by external stress.

- 4) non-conformity to specifications due to faulty production and/or inspection processes.

If the PV Module(s) fails to conform to this warranty, Kyocera will repair or replace the PV Module(s), at Kyocera's sole option.

B. Limited Power Output Warranty

Kyocera offers the following warranty applicable to each type of the PV Module(s).

Kyocera's catalog, specification, instruction manual and attached "**Appendix: Limited Power Output Warranty Category Chart [KKM-SE-00002]**" specifies the following warranty category applicable to each type of the PV Module(s).

1) Category I: 5 years

Kyocera warrants that: if, within five (5) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than ninety percent (90%) of the original minimum rated power specified at the time of delivery**, Kyocera will deliver additional Module(s), or repair or replace the PV Module(s), at Kyocera's sole option.

2) Category II: 10 years(90%)

Kyocera warrants that: if, within ten (10) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than ninety percent (90%) of the original

minimum rated power specified at the time of delivery**, Kyocera will deliver additional PV Module(s), or repair or replace the PV Module(s), at Kyocera's sole option.

3) Category III : 10 years(80%)

Kyocera warrants that: if, within ten (10) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than eighty percent (80%) of the minimum rated power specified at the time of delivery**, Kyocera will deliver of additional PV Module(s), or repair or replace the PV Module(s), at Kyocera's sole option.

4) Category IV : 20 years

Kyocera warrants that: if, (a) within the first ten(10) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than ninety percent (90%) of the minimum rated power specified at the time of delivery**, or (b) within twenty(20) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than eighty percent (80%) of the minimum rated power specified at the time of delivery**, Kyocera will deliver additional PV Module(s), or repair or replace the PV Module(s), at Kyocera's sole option.

Provided, however, that such power loss shall be determined by Kyocera, in its sole discretion, to be due solely to defects in material or workmanship.

**The power output values shall be those measured under Kyocera standard measurement conditions as follows: (a) light spectrum of AM 1.5; (b) irradiation of 1,000w per m²; and (c) a cell temperature of 25 degrees Centigrade. Such measurements are carried out in accordance with IEC 60904 as tested at the junction box terminals per the calibration and testing standards of Kyocera valid at the date of manufacture of the PV Module(s). Kyocera's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.

C. Warranty Exclusions

- 1) No claim based on this limited warranty may be brought after the applicable warranty period. The repair or replacement of the PV Module(s) or the delivery with an additional PV Module(s) shall not extend the original terms of this limited warranty.
- 2) This limited warranty shall not apply to defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures may be discovered within the applicable warranty period:
 - a) defects and/or failures caused by devices or parts other than the PV Module(s) or by mounting methods of such devices or parts;
 - b) defects and/or failures caused by defective wiring, defective installation, or defective handling;
 - c) defects and/or failures caused by an inappropriate environment or inappropriate methods which do not conform to the PV Module(s) specifications, installation manuals, operation manuals, or labels attached to the PV Module(s);
 - d) defects and/or failures caused by whether it is intentional or not inappropriate maintenance and control or remodeling;
 - e) defects and/or failures caused by transfer from the original place of installment;
 - f) defects and/or failures caused by repairs not in accordance with Kyocera's instructions;

- g) defects and/or failures caused by inappropriate handling during transportation or storage;
 - h) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;
 - i) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;
 - j) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond Kyocera's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, lightning, snow damage, etc.; or
 - k) defects and/or failures caused by smoke or other pollution, salt damage, acid rain, etc
- 3) This limited warranty covers only the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for return of the PV Module(s) to Kyocera or Kyocera's agent and costs associated with installation, removal, or reinstallation of the PV Module(s).

D. Obtaining Warranty Performance

- 1) This limited warranty is applicable only to Customers who have purchased the PV Module(s) directly from Kyocera or from an authorized agent of Kyocera. To qualify for this warranty, it is necessary to prove that the PV Module(s) was purchased from Kyocera or such an agent.
- 2) When applying for warranty coverage, please provide Kyocera or Kyocera's authorized agent with the PV Module's model name, a description of the defect and/or failure, and the serial number located on the PV Module's label attached to the backside of the PV Module(s) at the time of production.
- 3) Any dismantled PV Module(s) shall become the property of Kyocera. Kyocera shall have the right to deliver another type of the PV Module(s) (different in size, color, shape and/or power) if Kyocera has discontinued production of the PV Module(s) in question at the time the warranty claim is accepted.
- 4) This limited warranty is transferable to a new owner of the location where the PV Module(s) were first installed provided that the PV Module(s) remain installed at the location where first installed.

E. Warranty Limitations

THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF KYOCERA, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY KYOCERA. KYOCERA SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER

ARISING OUT OF OR RELATING TO THE PV MODULE(S) INCLUDING, WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE PV MODULE(S) OR FROM USE OR INSTALLATION.

KYOCERA SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. KYOCERA'S AGGREGATE LIABILITY SHALL NOT EXCEED THE VALUE OF THE PV MODULE(S) WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES OR THE EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

F. Validity

This limited warranty shall **be valid from April, 1st, 2007** and shall apply to all PV Module(s) sold to the Customer from this date. This limited warranty shall be valid until a new edition is issued, which will be published in writing with the necessary revision.