

KKM-SE-00001: Aug.28.2009

### 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. 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 two (2) years\* from the date of sale to the original customer ("Customer"):

\*In the case of Europe, this period shall be five (5) years.

- 1) Defects and/or failures due to manufacturing;
- 2) Defects and/or failures due to materials;
- 3) Cracking of the front glass surface due to foreign objects inside the glass; or  
Note: This limited warranty shall exclude cracking of the front glass surface due to external shock from flying objects or external stress.
- 4) Non-conformity with specifications due to faulty manufacturing 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

In accordance with the attached **Appendix** entitled "**Limited Power Output Warranty Category Chart [KKM-SE-00002]**", and subject to Kyocera determining in its sole discretion that any power loss is due solely to defects in materials or workmanship, Kyocera warrants the power output of each type of PV Module(s) as follows:

##### 1) Category I: 5 years (90 %)

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 sale\*, Kyocera will deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s) or refund the Purchase Price taking into account a yearly depreciation of twenty percent (20%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

##### 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 sale\*, Kyocera will deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s) or refund the Purchase Price taking into account a yearly depreciation of ten percent (10%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

##### 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 original minimum rated power specified at the time of sale\*, Kyocera will deliver of additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s), or refund the Purchase Price taking into account a yearly depreciation of ten percent (10%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

#### 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 original minimum rated power specified at the time of sale\*, 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 original minimum rated power specified at the time of sale\*, Kyocera will deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s) or refund the Purchase Price taking into account a yearly depreciation of five percent (5%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

\*The power output values shall be those measured under Kyocera's standard measurement conditions as follows: (a) light spectrum of AM 1.5; (b) irradiation of 1,000 W/m<sup>2</sup>; and (c) a cell temperature of 25 °C. 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 which are 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. Any delivery of additional PV Modules or the repair or replacement of the PV Module(s) shall not extend the original terms of this Limited Warranty.
- 2) This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period:
  - a) defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts;
  - b) defects and/or failures caused by defective wiring, installation, or handling;
  - c) defects and/or failures caused by installations not in conformance with PV Module(s) specifications, installation manuals, operation manuals, or labels attached to the PV Module(s);
  - d) defects and/or failures caused by unauthorized maintenance, operation or modification;
  - e) defects and/or failures caused by removal from the original place of installation;
  - 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 and/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 authorized agent and costs associated with installation, removal, or reinstallation of the PV Module(s).

4) Warranty claims will not be honored if and when the manufacturer's label or serial number of the PV Module(s) has been altered, deleted, removed or made illegible.

#### 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 for the Customer to prove that the PV Module(s) was purchased from Kyocera or such authorized agent.
- 2) When applying for warranty coverage, customers shall provide Kyocera or Kyocera's authorized agent from which the PV Module(s) was directly purchased 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 manufacture
- 3) In the case of replacing PV Module(s), any uninstalled PV Module(s) shall become the property of Kyocera. Kyocera shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) if Kyocera has discontinued manufacturing that the type of PV Module(s) when the warranty claim is accepted.
- 4) This Limited Warranty is transferable to a new owner of the location where the PV Module(s) were originally installed provided that the PV Module(s) remain installed at the location where originally 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. IN NO EVENT SHALL KYOCERA'S AGGREGATE LIABILITY 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 EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE A CUSTOMER SPECIFIC LEGAL RIGHTS, AND A CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

### F. Severability

All terms and conditions in these warranty conditions are severable. The effectiveness of the warranty conditions shall not be impaired if any provision should be completely or partially invalid or unenforceable.

### G. Validity

This Limited Warranty shall be valid from **September 1<sup>st</sup>, 2009** and shall apply to all PV Module(s) sold to a Customer on or after this date. This Limited Warranty shall be valid until a new revision is issued by Kyocera.



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### Appendix Limited Power Output Warranty Category Chart

This document is an appendix to "Limited Warranty for Kyocera photovoltaic Module(s) [KKM-SE-00001]" which is valid from September 1<sup>st</sup>, 2009.

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

The following category shall not apply to PV Module(s) which are not specified in the following chart. Limited Power Output Warranty for PV Module(s) which are not specified in the following chart shall be determined at Kyocera's sole option.

PV Module Type Name	Category			
	I	II	III	IV
FC130GX-2P		x		
FL130T-1A		x		
FD135GH-2P				x
KC16T	x			
KC21T	x			
KC32T	x			
KC16T02		x		
KC21T02		x		
KC32T02		x		
KC40GX-2P				x
KC40T-1				x
KC50GX-2P				x
KC50T-1				x
KC65GX-2P				x
KC65T-1				x
KC85SX-1P				x
KC85GX-2P				x
KC85T-1				x
KC130GH-2P				x
KC130GHT-2				x
KC175GH-2P				x
KC175GHT-2				x
KC200GH-2P				x
KC200GHT-2				x
KD50SE-1P				x
KD70SX-1P				x
KD95SX-1P				x
KD135SX-1PU				x
KD135GH-2PU				x
KD140GH-2PU				x
KD180GH-2P				x
KD180GH-2PU				x
KD185GH-2P				x
KD185GH-2PU				x
KD190GH-2PU				x
KD205GH-2P				x
KD205GH-2PU				x
KD210GH-2P				x
KD210GH-2PU				x
KD215GH-2PU				x
KD230GH-2PB				x
KD235GH-2PB				x
KD240GH-2PB				x
KD245GH-2PB				x

\* The letter "x" indicates the warranty category applicable to each type of the PV Module(s).

**Category I: 5 years (90 %)**

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 sale\*, Kyocera will deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s) or refund the Purchase Price taking into account a yearly depreciation of twenty percent (20%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

**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 sale\*, Kyocera will deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s) or refund the Purchase Price taking into account a yearly depreciation of ten percent (10%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

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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 original minimum rated power specified at the time of sale\*, Kyocera will deliver of additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s), or refund the Purchase Price taking into account a yearly depreciation of ten percent (10%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

**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 original minimum rated power specified at the time of sale\*, 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 original minimum rated power specified at the time of sale\*, Kyocera will deliver additional PV Module(s) to replace the missing power output, or repair or replace the PV Module(s) or refund the Purchase Price taking into account a yearly depreciation of

five percent (5%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

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