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# Warranty for KC Series Photovoltaic Modules

#### 1. Base Warranty

Kyocera Fineceramics GmbH ("Kyocera") warrants the KC series photovoltaic module to be free from defects in material and workmanship under normal application, installation, use and service conditions for two (2) years from the date of sale to the original consumer purchaser. If the module fails to conform to this warranty then, for a period ending two (2) years from the date of sale to the original consumer purchaser, Kyocera will, at its sole option, either repair or replace the product or refund the purchase price.

Repair, replacement or refund shall be the sole and exclusive remedy provided under this warranty and shall not extend beyond the two (2) years period set forth herein.

Any charges for removing of the defective product and costs for returning of the product to Kyocera or Kyocera's authorized vendor and charges for reinstalling of the product shall be outside of the scope of compensation for this warranty.

This warranty shall only apply while the original consumer purchaser owns the module.

## 2. Warranty against Power Degradation

If (a) within twelve (12) years from the date of sale to the original consumer purchaser the module exhibits a power output less than 90 % of the minimum rated power specified at the time of delivery, or (b) within twenty-five (25) years from the date of sale to the original consumer purchaser the module exhibits a power output less than 80 % of the minimum rated power specified at the time of delivery, then, provided that such loss in power is determined by Kyocera, in its sole discretion, to be due to defects in materials or workmanship, Kyocera will replace such loss in power by either providing to the consumer additional modules to make up the total wattage lost, or by repairing or replacing the module, at the sole option of Kyocera. Power output shall be measured by Kyocera using standard Kyocera test conditions.

Repair or replacement shall be the sole and exclusive remedy provided under this warranty and shall not extend beyond the periods set forth herein.

Any charges for removing of the defective product and costs for returning of the product to Kyocera or Kyocera's authorized vendor and charges for reinstalling of the product shall be outside of the scope of compensation for this warranty against power degradation.

This warranty shall only apply while the original consumer purchaser owns the module.

#### 3. Exclusion of Warranty Application

Such warranty set forth herein does not apply to any module which, in Kyocera's sole judgement, has been subjected to misuse, neglect or accident, or which has been damaged through abuse, alteration, improper installation or application, or negligence in use, storage, transportation or handling, or has been repaired, or in any way tampered with, by anyone other than Kyocera or a third party expressively authorized by Kyocera.

Such warranty does not apply for defects of the module

- caused by parts, devices and system components such as bypass diode, output cable, inverter etc. which are connected with or mounted on the solar module by anyone other than Kyocera or by any devices other than the Kyocera solar module or by mounting method of such devices
- caused by defective wiring work, defective installation work or by defective handling during such
  work
- caused by use under inappropriate environment or by inappropriate methods which do not conform to the product specifications, operation instruction manuals, or to labels attached to the body
- caused by inappropriate maintenance and control, cracking of the glass by external shock, flying objects and external stress
- caused by other impact like dirt on front glass, smoke pollution, salt damage, other pollution, acid rains, etc.
- used on mobile units such as vehicles, vessels, etc.
- caused by natural forces, acts of God or force majeure and other unforeseen circumstances beyond Kyocera's reasonable control, such as without limitation, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tidal waves, lightening, snow damages, etc.

#### 4. Warranty Limitations

The 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 not be liable for any incidental, consequential or special damages, howsoever caused.

Kyocera's aggregate liability, if any, in damages or otherwise, shall not exceed the payment received by Kyocera for the specific product.

### 5. Obtaining Warranty Performance

If you feel you have a claim covered by warranty, you must immediately notify the authorized vendor or Kyocera Fineceramics GmbH at the address shown above. You will be advised about what you need to do to obtain warranty service.

Kyocera will not accept the return of any module unless prior written authorization has been given by Kyocera.

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