



HIT Double Limited Warranty

Models: All HIP-xxxDA3 Models

(xxx = the model's output, such as "190" watts)

Scope of Warranty Coverage: This warranty applies to HIT solar cell module model number(s) listed above (hereinafter, "Product(s)") and sold by SANYO Energy (USA) Corporation (hereinafter, "SANYO") and is extended to the original end-user purchaser, and when Product(s) remain at their original installed location 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, "Customer").

1. **Limited Product Warranty – Two-Year Repair or Replacement.** SANYO warrants the Product(s) to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the Product(s) fails to conform to this warranty, SANYO will, at its sole option, either repair or replace the Product(s). This warranty shall extend for a period ending twenty-four (24) months from date of purchase by the Customer. This repair or replacement remedy shall be the sole and exclusive remedy provided under this warranty and the original product warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair or replacement of defective Product(s).

The following conditions apply to this Limited Product Warranty:

- a) The warranty remedy will extend only to claims received before the end of the warranty period.
- b) SANYO reserves the right to repair or replace the original Product(s) with new or refurbished Product(s). Only one option will be implemented at SANYO's sole discretion.
- c) Product(s) removal, transportation, reinstallation, and related fees are excluded from this Limited Product Warranty.
- d) This warranty is applicable to the Product(s) only and does not apply to any other system components or parts.

2. **Limited Power Output Warranty – Limited Remedy.** SANYO warrants the power output degradation will not fall under 80% of the designated Minimum Power (Pmin) output shown below on Table 1 from date of Product(s) purchase by the Customer. Upon receipt of a warranty claim, SANYO or its designated representative shall conduct measurements to determine the actual power output of the Product(s). SANYO's measurement shall be the sole determination for purposes of warranty settlement. If SANYO measures power loss under the warranted level and such power loss is the result of a product defect, as determined by SANYO in its sole and absolute discretion, SANYO will supplement the output deficiency using one of the following remedies:

- a) SANYO may provide additional new or refurbished Product(s) to restore the deficient output; or
- b) SANYO may repair or replace the Product(s) with new or refurbished Product(s); or
- c) SANYO may refund the Customer the original Product(s) purchase price less depreciation. The refund will be pro-rated by the number of years and/or months from the date of original purchase by the Customer. When Product(s) are the subject of third party financing, any applicable refund will be paid to the title-holder of the Product(s).
- d) When one of the power output supplemental remedies is employed, the following conditions will apply:
- e) The warranty remedy will extend only to claims received before the end of the warranty period.
- f) The purchase date of original Product(s) shall determine the start of the

warranty period in the event SANYO repairs, replaces, or adds more Product(s).

- g) Supplemental remedies may not be combined. One remedy option (additional Product(s), repair/replacement of Product(s), or prorated refund) will be employed, at SANYO's sole option.
- h) Product(s) removal, transportation, reinstallation, and related fees are excluded from this Limited Power Output Warranty.

Table 1. Limited Power Output Warranty

Period	Remarks	Example
At the Time of Purchase	The Maximum Power (Pmax) stated in "Specification of Photovoltaic Module"	190.0 Watts
0-10 yrs	90% of the Minimum Power (Pmin)	162.5 Watts
10-20 yrs	80% of the Minimum Power (Pmin)	144.4 Watts

Note: Maximum Power (Pmax) and Minimum Power (Pmin) are measured under Standard Test Conditions (STC) 1000W/m², Cell Temperature 25°C, Air Mass 1.5.

Note: Minimum Power (Pmin) = 95% of Maximum Power at the time of purchase.

3. **Limited Warranty Exclusions.** The Limited Warranties described above in sections 1 and 2 excludes all of the following conditions:

- a) Improper usage, installation, wiring, handling, removal, or maintenance and abuse, neglect, vandalism or accident.
- b) Product(s) sold and/or installed outside the geographic territory of North America (defined as the United States, Canada, and Mexico).
- c) Lack of compliance with National Electric Code, or SANYO installation instructions, or use and maintenance instructions.
- d) Marine, recreation vehicle and/or mobile installations of any kind.
- e) Alteration or improper application, such as, but not limited to, use with mirrors, under concentrated sunlight, and direct contact with solar thermal systems.
- f) Damage from abuse, alteration, installation or improper repair by anyone other than SANYO-authorized and trained technicians.
- g) Improper storage, packaging or transportation.
- h) Damage from external stress, such as falling rocks or other debris.
- i) Damage from environmental pollution such as soot, salt damage, or acid rain.
- j) Damage from defects in system-related parts and components, or non-compatibility of Product(s) with system and related components.
- k) Damage from extreme natural conditions (earthquakes, typhoons, tornados, volcanic activity, flooding, tsunami, lightning, heavy snow, etc.) and fire, power surges, power failures or other unforeseen circumstances that are beyond SANYO's control.
- l) Damage from terrorist acts, riots, war or other man-made disasters.
- m) External stains or scratches that do not affect output.
- n) Damage due to sound, vibration, rust, scratching, or discoloration that are the result of normal wear and tear, aging or continuous use.
- o) Expiration of warranty, no evidence of purchase, or no proof of delivery and installation by a SANYO-authorized representative or licensed electrical contractor.
- p) Altered, removed, or illegible Product(s) serial number(s).

4. **Limitation of Warranty.** THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT(S). SANYO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER

OBLIGATIONS OR LIABILITIES ON SANYO'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SANYO. SANYO SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY 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(S), INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT(S), OR FROM USE OR INSTALLATION. IN NO EVENT SHALL SANYO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. SANYO'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME STATES THAT DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES.

5. **Obtaining Warranty Performance.** Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify an authorized SANYO representative or contact SANYO directly by writing to:

SANYO Energy (USA) Corporation
Attn: Solar Products Warranty Claim
2600 Network Blvd., Suite 600
Frisco, TX 75034

Customers may also contact SANYO via its website under *Solar Products*, at us.sanyo.com. Claims must accompany evidence of the product purchase date by the Customer. Note that the return of any Product(s) will not be accepted by SANYO unless accompanied by a valid return material authorization and prior written authorization issued by SANYO.

6. **Severability.** If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

7. **Disputes.** The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the cause of action has occurred. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

8. **Replacements.** Product(s) that is replaced by SANYO shall become the property of SANYO. SANYO reserves the right, at its sole option, to deliver another type of new or refurbished Product(s) that may differ in size, color, shape, model number, and/or power level.

9. **Force Majeure.** SANYO shall not be held responsible or liable to the Customer or any third-party arising out of any non-performance or delay in 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, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Product(s) or the claim.