

MITSUBISHI ELECTRIC LIMITED WARRANTY FOR MITSUBISHI BRAND PV MODULES

Mitsubishi Electric Corporation (hereinafter referred as "MELCO") provides the following limited warranties to XXXXX (hereinafter referred as "XXX") of MELCO Photovoltaic Module (hereinafter referred as "Module"), subject to the exclusions contained below.

ARTICLE 1. LIMITED WARRANTY – TWO-YEARS SENDING OF REPLACEMENTS FOR DEFECTIVE MODULE

MELCO warrants the Modules to be free from defects in materials and/or workmanship. The duration of the present warranty is two (2) years from the date of the production.

If MELCO determines, in its sole discretion, the Module fails to conform to this warranty, MELCO will send replacements for the defective Modules to XXX.

ARTICLE 2. LIMITED WARRANTY – LIMITED REMEDY FOR PERFORMANCE

If, within ten (10) years from the date of production, any Module has a power output less than 90 % of the warranted min. Pmax shown in the rating label on the Module; or

If, within twenty five (25) years from the date of production, any Module has a power output less than 80 % of the warranted min. Pmax shown in the rating label on the Module,

as measured at MELCO in both cases, then, provided that such loss in power is determined by MELCO (in its sole discretion) to be due to defects in materials or workmanship, MELCO will replace such loss in power by either, in its sole discretion, sending additional Modules to XXX to make up the total wattage loss at a cost pro-rated for the time in service of the faulty Module, or equivalent method to aforementioned.

ARTICLE 3. WARRANTY EXCLUSIONS AND LIMITATIONS

THE REMEDY SET FORTH IN ARTICLE 1 AND 2 SHALL BE THE SOLE REMEDIES TO XXX FOR DEFECTIVE MODULE.

The following applies to **ALL WARRANTED MELCO MODULES**:

A. MELCO SHALL NOT BE LIABLE FOR DAMAGE, MALFUNCTIONS OR SERVICE FAILURES WHICH, IN MELCO'S SOLE JUDGEMENT, ARE CAUSED BY:

- 1) Failure to follow MELCO's installation, operation or maintenance instructions;
- 2) Failure of Modules due to faulty application, installation or use;
- 3) Repair or modifications of Module without MELCO's approval;
- 4) Abuse, misuse, or negligent acts; and
- 5) Power failure surges, lighting, fire, flood, pest damage, accidental breakage, actions of third parties and other events or accidents outside MELCO's reasonable control and not arising under normal operating conditions.

B. Claims under the warranty shall only be receivable if XXX can provide the proof that Module malfunctions result exclusively from defects in materials and/or workmanship. MELCO will not accept the return of any Modules unless MELCO has given prior written authorization.

C. XXX shall be responsible for the removal, reinstallation and transportation of Module from/to MELCO at its cost.

D. MELCO may, in its discretion, use new, remanufactured or refurbished parts or Modules when providing Module under this warranty. Replaced parts or Modules will become the property of MELCO.

E. MELCO shall not carry out any after sales services of modules and XXX shall be fully responsible for after sales service of all modules it has sold.

ARTICLE 4. SERVICE CONTACT ADDRESS

Should any occasion within this scope of MELCO's Warranty arise, XXX shall notify the facts in writing within 10 days from receiving claim. All notification shall be in Japanese or English and send to;

Address : Mitsubishi Electric Corporation

Head Office: 2-2-3, Marunouchi, Chiyoda-ku, Tokyo 100-8310, Japan

Facsimile : +81-3-3218-2791

In the event this contact address changes, MELCO shall notify a new contact address immediately in writing to XXX.

All notification to XXX shall be send to;
Address : XXXXXXXXXXXXXXXXXXXX
XX
Facsimile : XXXXXXXXXXXXXXXXXXXX

In the event this contact address changes, XXX shall notify a new contact address immediately in writing to MELCO.

ARTICLE 5. SEVERABILITY

If a part of the terms and conditions set out above is held invalid, void or unenforceable due to any particular national or international legislation, it shall not affect other parts of the terms and conditions remaining.

ARTICLE 6. DISCLAIMER

THIS EXPRESS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, SPECIALLY THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. MELCO SHALL NOT BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS, DAMAGES (INCLUDING SPECIAL, INCIDENTAL, CONSEQUENTIAL) OR PERSONAL INJURY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE, DELIVERY, REPAR, REPLACEMENT, MAINTENANCE OR OPERATION OF THE MODULES.

ARTICLE 7 APPLICABLE LAW AND ARBITRATION

The validity, construction and effect of this Warranty shall be governed by the laws of Japan. If any dispute shall arise concerning the interpretation of any provision of this Warranty, as to which MELCO and XXX cannot agree, such dispute shall be submitted to arbitration. Such arbitration shall be effected by arbitrators in accordance with the regulations of the International Chamber of Commerce, existing at the time the dispute arises, with respect to arbitration. Any arbitration hearing shall be held in Japan and such arbitration shall be conducted in English.