

# THIN FILM PHOTOVOLTAIC MODULE LIMITED WARRANTY CERTIFICATE

## **LIMITED MECHANICAL WARRANTY - 2YEARS**

Mitsubishi Heavy Industries, Ltd. ("MHI") warrants VP Solar srl ("VP Solar") that the Thin Film Photovoltaic Module manufactured by MHI, including parts thereof, ("Module") shall be free from defects in materials and workmanship under normal application, installation, use, and service conditions. If the Module fails to conform to this warranty, then for a period ending two (2) years from the date of delivery, however in any case not exceeding 30 months from the shipment of Module by MHI, MHI will, at its option, either repair or replace the Module with an equivalent module. The repair or replacement shall be the sole and exclusive remedy provided under this warranty and shall not extend beyond the period set forth herein.

MHI warrants the replaced or repaired Module only for the unexpired term of the original warranty for the defective Module.

## **LIMITED POWER OUTPUT WARRANTY - 10YEARS/20 YEARS**

If, within ten (10) years from the date of production of Module, any Module exhibits a power output less than 90% of the nominal minimum power specified in specification sheet at the time of delivery or if, within twenty (20) years from the date of production of Module, any Module exhibits a power output less than 80% of the nominal minimum power specified in specification sheet at the time of delivery, as measured at MHI (using MHI standard test conditions) in both cases, then provided that such loss in power is determined by MHI according to the attached measurement procedure of MHI (MEASUREMENT PROCEDURE FOR MHI's PV MODULE AFTER SALES) to be due to defects in materials and workmanship of Module under normal application, installation, use, and service conditions, MHI will replace such loss in power by either providing VP Solar with additional Module(s) to make up the deficiency in the power output as described above, or by repairing or replacing the Module with an equivalent module, at its option. The repair or replacement shall be the sole and exclusive remedy provided under this extended term warranty and shall not extend beyond the period set forth herein. MHI warrants the replaced or repaired Module only for the unexpired term of the original warranty for the defective Module.

## **WARRANTY EXCLUSIONS**

The limited warranties set forth herein do not apply to any Module (i) which in MHI's sole and absolute judgment, has been subjected to misuse, neglect or accident, (ii) which has been damaged through abuse, alteration, improper installation, wiring, grounding, application or maintenance not to follow MHI's instructions in 'MA100T2 General Instruction Guide (9WS10/T80-0047 Jun.2008 edition)' or 'MA105T2 General Instruction Guide (9WS10/T80-0066\_R1 Sep.2008 edition)' or MT130 General Instruction Guide (9WS10/T80-0071\_R2, Sep 2009 edition), negligence in use, storage, transportation or handling, normal wear and tear, external corrosion, mold discoloration, or (iii) which has been repaired, or in any way tampered with, by anyone other than MHI. The limited warranties do not cover damages which are caused by power failure surges, fire, natural disasters such as lightning, flood, hail, sand storm, pest damage, accidental breakage, and other events or accidents outside MHI's reasonable control or not arising under normal conditions. MHI is not responsible for any transportation costs for return of Module or for reshipment of any repaired or replaced Module, or cost associated with installation, removal or reinstallation of Module.

## **WARRANTY LIMITATIONS**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER STATUTORY, EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MHI, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE AGREED TO IN WRITING BY MHI.

MHI HAS NO RESPONSIBILITY OR LIABILITY WHATSOEVER 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 MODULE, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL MHI BE LIABLE FOR INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS OF PROFIT, LOSS OF USE, LOSS OF ANY CONDUCT, LOSS OF PRODUCTION, AND/OR LOSS OF RAW MATERIALS, HOWSOEVER CAUSED.

MHI SHALL NOT BE IN ANY WAY RESPONSIBLE OR LIABLE TO VP SOLAR, OR TO ANY THIRD PARTY, FOR ANY LOSS OR DAMAGE ARISING OUT OF NON-PERFORMANCE OR DELAY 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 CONDITION WHICH IS NOT REASONABLY KNOWN OR UNDERSTOOD BY MHI AT THE TIME OF SALE.

MHI'S TOTAL AND AGGREGATE LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THE MODULE, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, AND STRICT LIABILITY OR OTHERWISE, TO MHI'S ORIGINAL PURCHASER AND TO ANY THIRD PARTY SHALL BE LIMITED TO 100% OF THE PURCHASE PRICE.

VP SOLAR WAIVES ANY RIGHTS OR ENTITLEMENTS INDICATED IN SAID LIMITED WARRANTIES WITHOUT PRESENTATION OF THIS LIMITED WARRANTY CERTIFICATE TO MHI. THIS LIMITED WARRANTY CERTIFICATE SHALL NOT BE RE-ISSUED FOR ANY REASON. ACCORDINGLY, VP SOLAR SHOULD STORE IT WITH CARE.

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