

## Limited Warranty for Polycrystalline Photovoltaic Modules

SANYO Electric Co., Ltd. (a member of Panasonic Group) (hereinafter referred to as "SANYO") provides the following limited manufacturer's warranty to purchasers of Polycrystalline Photovoltaic Modules (hereinafter, "Modules"), in accordance with the terms and conditions set out below, and subject to the exclusions in Section 2 and Section 3 .

A: This manufacturer's warranty is applicable to Modules installed in Australia and takes effect from the date of sale of the relevant Modules to the original end customer (hereinafter, "the End customer").

B: The rights granted by this manufacturer's warranty are in addition to the other rights and remedies of the End customer under the Australian Competition and Consumer Act 2010 (including the Australian Consumer Law being Schedule 2 of this Act) and those legal rights are not affected by this manufacturer's warranty.

### **SECTION 1 Manufacturer's Warranty**

A: Limited Warranty for Materials and Workmanship

SANYO warrants that for ten (10) years from the date of sale of a Module to the End customer, under normal installation, use and service conditions:

- a) such Module shall confirm with the characteristics/performances set out in the product specification,
- b) save in respect of damage due to external impact, stress or the glass in the Module shall remain free from defects; and
- c) such Module shall remain free from defects (including in relation to the junction box and connector/cables)

If a Module fails to conform to this warranty during the period specified in this paragraph and the defect is determined by SANYO (in its sole and absolute discretion) to be due to defects in materials or workmanship, SANYO shall remedy the defect by at its sole option, either repairing or replacing the Module.

B: Limited Warranty of Peak Power Output

SANYO warrants the Module(s) shall achieve power output of no less than 80% of the minimum peak power output measured at an optimum voltage under standard test conditions of 1000W/m<sup>2</sup>, AM1.5 at a cell temperature of 25°C, as described in the table below, for the period of twenty five (25) years from date of sale to the End customer. If the Module fails to conform to this warranty during the period specified in this paragraph and such loss in power is determined by SANYO (in its sole and absolute discretion) to be due to defects in materials or workmanship, SANYO shall remedy the output deficiency in its sole election by either:

- providing extra Modules to make up the output deficiency, or
- repairing or replacing the Modules.

Warranted Minimum Peak Power Output of Polycrystalline Photovoltaic Modules	
VBMS245AE02, VBMS240AE02	
Period of Time	Percentage of Peak Power Output
At delivery	Pmin*
0 – 10 year	90% of Pmin*
11 – 25 year	80% of Pmin*
Pmin* : Minimum peak power output : 95% of nominal peak power output	

### **SECTION 2 General Conditions**

The following applies to the manufacturer's warranty in relation to Modules:

- a) Claims under the manufacturer's warranty must be filed by the End customer within the applicable warranty period.
- b) In relation to warranty claims under Section 1(B), either supplying extra modules, or repairing / replacing the original modules, but not both measures, may be carried out by SANYO.
- c) The manufacturer's warranty does not cover the costs of any on-site labor and costs associated with the installation, removal, transportation, reinstallation of Modules or any components hereof for service under this manufacturer's warranty. Furthermore, the manufacturer's warranty does not cover any cost for the measurement of the Module for the purpose of output and quality confirmation.
- d) The manufacturer's warranty is valid for Module(s) acquired by End customers from Authorised Panasonic Dealers only.
- e) Notwithstanding anything to the contrary in these terms and conditions, the manufacturer's warranty provided herein shall apply only so long as the relevant Module(s) are owned by either (i) the first purchaser who has purchased the product(s) for its, his, or her own use and not for purchases for resale or (ii) by purchasers of buildings on which the product was first installed.
- f) The total cost of parts and labour pursuant to paragraph (c) of this Section 2 shall not exceed the amount of sale price of Module(s).
- g) Damaged parts and Modules that have been replaced by SANYO will become the property of SANYO.
- h) The manufacturer's warranty in relation to a Module shall not be replaced, varied or extended due to the repair or replacement of the Modules or if applicable, the supply of additional Modules pursuant to this manufacturer's warranty.
- i) Action arising out of the manufacturer's warranty only, may not be brought by the End customer more than one year after the defect has arisen.

## **SECTION 3 Warranty Exclusions and Limitations**

- A: The manufacturer's warranty does not apply to any Module(s) if the defect is determined by SANYO to be a result of any of the following conditions:
- a) Improper use, installation, wiring, handling or maintenance.
  - b) Module(s) installed in a location that exceeds Standard Operating Conditions which are set out in the Product Specification under the heading 'specification of photovoltaic module'.
  - c) Damage from abuse, or alteration or improper repair by any one other than SANYO.
  - d) Improper storage or transportation prior to installation.
  - e) Damage from external stress or falling rocks or debris that is not attributable to any defect in the module materials or construction.
  - f) Environmental pollution such as soot, salt damage or acid rain.
  - g) Defects in the End customer's system or non-compatibility of the End customer's system equipment with the Modules
  - h) Extreme natural conditions (earthquakes, typhoons, tornadoes, volcanic activity, flooding, tsunami, lightning, heavy snow, hail etc.) or fire or other unforeseen circumstances that are beyond the control of SANYO.
  - i) Terrorism, riots, wars or other man made disasters.
  - j) Problems with sound, vibration, rust, scratching, discoloration or stain of its appearance that are the result of aging or continuous use.
- B: In respect of the manufacturer's warranty only, the manufacturer's warranty shall not apply to any Module(s) if
- a) the warranty sheet set out below in respect of the relevant Module has not been signed and dated by the authorized Panasonic Dealer and provided to SANYO; or
  - b) the type or serial number of the Module has been altered, removed or made illegible.
- C: Subject to any condition, warranty or right implied or imposed by the Australian Consumer Law or any express provisions in this manufacturer's warranty or any law which cannot be excluded by agreement:
- a) SANYO hereby expressly disclaims any and all other warranties, expressed or implied in relation to the Modules; and
  - b) in no event shall SANYO be liable for loss of profits, special, incidental, indirect or consequential damages suffered by the End customer in any way attributable to the Modules.
- D: Where the End customer is a natural person and if and to the extent required by applicable law, nothing in this manufacturer's warranty shall operate or shall be construed to operate so as to exclude or restrict the liability of SANYO for death or personal injury caused to the End customer by reason of the negligence of SANYO or its servants, employees or agents.

Subject to the provisions of the Australian Consumer Law or any other law, SANYO's liability for any breach of any implied or imposed guarantee, condition, warranty or right in connection with the supply of the Modules is limited to one or more of the following (as SANYO may determine):

- a) replacement of the Modules or supply of goods equivalent to the Modules;
- b) repair of the Modules;

This manufacturer's warranty is governed by the law in force in Japan. Any claims or dispute arising from or in connection with this manufacturer's warranty must be brought in the courts of Japan.

## **SECTION 4 Obtaining warranty service**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

If you feel you have a claim covered by the manufacturer's warranty set out in Section 1 or such guarantees, you must immediately notify the Authorized Panasonic Dealer from which you bought the Module with the evidence of date of sale on which the Module has been purchased or call Panasonic on for assistance in relation to your claim on (insert number). The Dealer will give advice on handling the claim. The return of any Modules will not be accepted by SANYO unless prior written authorization has been given by SANYO.

## Warranty sheet

### End customer

Name:  Address, TEL :  Date, Signature:
Date of purchase:
Model: Quantity of module : Serial number: * in case you cannot fill out all serial numbers, please write them down on the back side of this paper.

### Authorized Panasonic Dealer

Company name:  Date, Signature:
---------------------------------------

**Energy Company of Panasonic Group**  
**SANYO Electric Co., Ltd**  
**Energy Company**  
**Solar Business Unit**  
**Quality Assurance Group**  
**Address** : 15-2, Nishiki-Minami , Kaizuka city ,  
Osaka , 597-0094 Japan  
**FAX** : +81-724-38-9423  
**Web**: <http://panasonic.net/energy/solar/index.html>