



## Limited Warranty for Kyocera Photovoltaic Module(s)

### RECITALS

This Limited Warranty for Kyocera Photovoltaic Module(s) (this "Limited Warranty") specifies the scope that Kyocera Corporation or its affiliated manufacturing companies ("KYOCERA") which manufactures Kyocera Photovoltaic Module(s) ("PV Module(s)") warrants to Customer through Kyocera Corporation's affiliated sales companies which are general sales agencies ("Kyocera General Sales Agency").

### DEFINITIONS

"Customer" is the first end consumer that puts the PV Module(s) into use.

### Limited Warranty

This Limited Warranty applies to PV Module(s) with the following prefixes KD135 KD140 KD145 KD150 KD185 KD205 KD210 KD215 KD220 KD225 KD235 KD240 KD245 KD250 KU250 KB250 KD255 KU255 KB255 KD260 KU260 KB260 KD265 KU265 KB265 KD270 KU270 KB270 KD315 KD320 KD325 KU325 KB325 KD330 KU330 KB330 KD335 KU335 KB335 KD340 KU340 KB340 manufactured by Kyocera Corporation or an affiliated company ("Kyocera") warrants the quality of such PV Module(s), and specifies the scope of such warranty.

#### **A. Ten Year Limited PV Module Warranty of Materials and Workmanship**

KYOCERA warrants the PV Module(s) to be free from defects and/or failures specified below for the period not exceeding ten (10) years from the date of sale to the original owner ("Customer"):

- 1) defects and/or failures due to manufacturing;
- 2) defects and/or failures due to materials;
- 3) cracking of the front glass surface due to foreign objects inside the glass; or  
Note: This limited warranty shall exclude cracking of the front glass surface due to external shock from flying objects or external stress.
- 4) non-conformity with specifications due to faulty manufacturing and/or inspection processes.

If the PV Module(s) fails to conform with this warranty, KYOCERA will repair the PV Module(s), or replace the PV Module(s) with equivalent PV Module(s), at KYOCERA's sole option.

#### **B. Limited Power Output Warranty of 25 years (Linear)**

Subject to KYOCERA determining in its sole discretion that any power loss is due solely to defects in materials or workmanship, KYOCERA warrants the power output of each type of PV Module(s):

Kyocera warrants that if the PV Module(s) exhibits, (a) within the first year from the date of sale to the Customer, a power output of less than ninety-seven percent (97%) of the original minimum rated power specified at the time of sale\*, and (b) starting at year two (2) through year twenty-four (24) from the date of sale to the Customer, a power output degradation rate greater than seven-tenths of one percent (0.7%) annually, and (c) within year twenty-five (25) from the date of sale to the Customer, a power output less than eighty-percent (80%) of the original minimum rated power at the time of sale\*, Kyocera will deliver additional PV Module(s) to replace the missing power output, or repair the PV Module(s), or replace the PV Module(s) with equivalent PV Module(s), at Kyocera's sole option. The period of the output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied modules(s).

\*The power output values shall be those measured under Kyocera's standard measurement conditions as follows: (a) light spectrum of AM 1.5; (b) irradiation of 1,000w per m<sup>2</sup>; and (c) a cell temperature of 25 degrees Centigrade. Such measurements are carried out in accordance with IEC 60904 as tested at the junction box terminals per the calibration and testing standards of Kyocera which are valid at the date of manufacture of the PV Module(s). Kyocera's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.

### C. Warranty Exclusions

- 1) No claim based on this Limited Warranty may be brought after the applicable warranty period. Any delivery of additional PV Module(s) or the repair or replacement of the PV Module(s) shall not extend the original terms of this Limited Warranty.
- 2) This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period:
  - a) defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts;
  - b) defects and/or failures caused by defective wiring, installation, or handling;
  - c) defects and/or failures caused by inappropriate environmental conditions or installations not in conformance with PV Module(s) specifications, installation manuals, operation manuals, or labels attached to the PV Module(s);
  - d) defects and/or failures caused by unauthorized maintenance, operation or modification, regardless of whether such act is willful misconduct or negligence;
  - e) defects and/or failures caused by removal from the original place of installation;
  - f) defects and/or failures caused by repairs not in accordance with KYOCERA's instructions;
  - g) defects and/or failures caused by inappropriate handling during transportation or storage;

- h) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels and any other such mobile unit;
  - i) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;
  - j) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond KYOCERA 's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, lightning, snow damage; or
  - k) defects and/or failures caused by smoke and/or other pollution, salt damage, acid rain.
  - l) defects and/or failures caused by rat, insect, or other animal or living creature of any kind.
  - m) defects and/or failures caused by aged deterioration or usage, which do not affect output of the PV Module(s) (e.g. rust, mold, scratches, spots, discoloration, mechanical wear or tear, etc.)
  - n) defects and/or failures caused by inspection and/or repair, relocation, modification except as performed by KYOCERA or KYOCERA's authorized agent.
- 3) This Limited Warranty covers only the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for return of the PV Module(s) to KYOCERA or KYOCERA's authorized agent and costs associated with installation, removal, or reinstallation of the PV Module(s).
  - 4) Warranty claims will not be honored if and when the manufacturer's label or serial number of the PV Module(s) has been altered, deleted, removed or made illegible. KYOCERA will not warrant either in cases where the model name or type, the date of sale to the Customer, the name of Customer, KYOCERA or KYOCERA 's authorized agent from which the PV Module(s) was purchased is unidentified.

#### **D. Obtaining Warranty Performance**

- 1) This Limited Warranty is applicable only to Customer(s) who have purchased the PV Module(s) directly from KYOCERA or from an authorized agent of KYOCERA. To qualify for this warranty, it is necessary for the Customer to prove that the PV Module(s) was purchased from KYOCERA or such authorized agent.
- 2) When applying for warranty coverage, customers shall provide KYOCERA or KYOCERA's authorized agent from which the PV Module(s) was directly purchased with the PV Module's model name or type, a description of the defect and/or failure, the serial number located on the PV Module's label attached to the backside of the PV Module(s) at the time of manufacture, and the date of sale to the Customer.
- 3) In the case of replacing PV Module(s), any uninstalled PV Module(s) shall become the property of KYOCERA. KYOCERA shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) if KYOCERA has discontinued

manufacturing that the type of PV Module(s) when the warranty claim is accepted.

- 4) This Limited Warranty is transferable to a new owner of the location where the PV Module(s) were originally installed provided that the PV Module(s) remain installed at the location where originally installed.

#### **E. Warranty Limitations**

THE LIMITED 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 HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE PV MODULE(S) INCLUDING, WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE PV MODULE(S) OR FROM USE OR INSTALLATION.

KYOCERA SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. IN NO EVENT SHALL KYOCERA'S AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PV MODULE(S) WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE A CUSTOMER SPECIFIC LEGAL RIGHTS, AND A CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

#### **F. Severability**

All terms and conditions in these warranty conditions are severable. The effectiveness of the warranty conditions shall not be impaired if any provision should be completely or partially invalid or unenforceable.

#### **G. Validity**

This Limited Warranty shall be valid from **November 20, 2015** and shall apply to all PV Module(s) sold to a Customer on or after this date. This Limited Warranty shall be valid until a new revision is issued by KYOCERA.