

MITSUBISHI ELECTRIC LIMITED WARRANTY FOR MF5 MODULES

Mitsubishi Electric Europe B. V., Italian Branch (hereinafter referred as “MEU-IT”) provides the following limited warranties for MF5 Photovoltaic Modules (hereinafter referred as “Module”), subject to the exclusions contained below.

ARTICLE 1. MATERIALS’ DEFECT

MEU-IT warrants the Module to be free from defects in materials and/or workmanship. The duration of the present warranty is five (5) years from the customer purchase date. If MEU-IT determines, in its sole discretion, the Module fails to conform to this warranty, MEU-IT will provide replacements or repairs for the defective Module. Customer shall be responsible for the removal, reinstallation and transportation of Module from / to MEU-IT and customer will bear the related cost.

ARTICLE 2. 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 Mitsubishi Electric Corporation (hereinafter referred as “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, MEU-IT will replace such loss in power by either, in its sole discretion, sending additional Modules to users to make up the total wattage loss. Customer shall be responsible for the removal, reinstallation and transportation of Module from / to MEU-IT and customer will bear the related cost.

ARTICLE 3. WARRANTY EXCLUSIONS AND LIMITATIONS

THE REMEDY SET FORTH IN ARTICLE 1 AND 2 SHALL BE THE SOLE REMEDIES TO CUSTOMER FOR DEFECTIVE MODULE. MEU-IT 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, REPAIR, REPLACEMENT, MAINTENANCE OR OPERATION OF THE MODULES. MEU-IT SHALL NOT BE LIABLE FOR DAMAGE, MALFUNCTIONS OR SERVICE FAILURES WHICH, IN MEU-IT’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 MEU-IT approval;
- 4) Abuse, misuse, or negligent acts;
- 5) Power failure surges, lighting, fire, flood, pest damage, accidental breakage, actions of third parties and other events or accidents outside MEU-IT reasonable control and not arising under normal operating conditions.

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

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

ARTICLE 4. SERVICE CONTACT ADDRESS

Should any occasion within this scope of MEU-IT 's Warranty arise, Customer shall notify the facts in writing within 10 days from receiving claim. All notification shall be in English and send to:

Mitsubishi Electric Electric Europe B.V.

Viale Colleoni, 7 Palazzo Sirio – Centro Direzionale Colleoni – 20041 Agrate Brianza (MB)

Facsimile : +39 039 6053312

Attention: PV Service

In the event this contact address changes, MEU-IT shall notify a new contact address immediately in writing to Customer.

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. APPLICABLE LAW AND ARBITRATION

The validity, construction and effect of this Warranty shall be governed by the laws of Italy. If any dispute shall arise concerning the interpretation of any provision of this Warranty, as to which Customer and MEU-IT 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 Italy.