

MITSUBISHI ELECTRIC EUROPE · Postfach 15 48 · 40835 Ratingen

MITSUBISHI ELECTRIC LIMITED WARRANTY FOR CERTAIN MITSUBISHI BRAND PV MODULES

Mitsubishi Electric Europe B.V. German Branch (hereinafter referred to as "MEU-GER") provides for the following Mitsubishi Photovoltaic Modules

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|-------------------|----------------------|---------------------|
| - PV - MF 170 EB4 | - PV – TD 175 MF5 | - PV – TD180 HA6 |
| - PV - MF 170 TD4 | - PV – TD 180 MF5 | - PV - TD185 HA6 |
| - PV - MF 175 TD4 | - PV – TD 185 MF5 | - PV - TD190 HA6 |
| - PV - MF 180 TD4 | - PV - TD 190 MF5 | - PV - TD195 HA6 |
| - PV - MF 185 TD4 | - PV - TD 195 MF5 | |
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| - PV – TJ 230 GA6 | - PV - MLT 250 HC** | - PV – MJT 245 GB** |
| - PV - TJ 235 GA6 | - PV - MLT 255 HC ** | - PV – MJT 250 GB** |
| - PV - TJ 240 GA6 | - PV - MLT 260 HC ** | - PV – MDT 200 HB** |
| | - PV - MLT 265 HC** | |

(hereinafter referred to as "Module" or "Modules") the following guarantee to the owner of the Modules which are still installed at the first location (hereinafter referred to as "USER") , according to the following conditions. **Any claims of USER against his seller due to defects in quality of the Module shall not be affected by this guarantee and may be asserted in parallel to his claims based on this guarantee.**

ARTICLE 1. LIMITED GUARANTEE – FIVE-YEARS SENDING OF REPLACEMENTS FOR DEFECTIVE MODULES

MEU-GER guarantees the Modules to be free from defects in quality at the time of delivery to USER. If Modules do not conform to this guarantee, MEU-GER will send replacements Modules or modules equal in kind and quality for the defective Modules to USER. Cost for new assembling of the replaced Modules by USER and other indirect costs for assembling shall be excluded. Any compensation in money, in particular for covering financial loss due loss in power of the Modules, shall be excluded as well unless otherwise provided for by Article 6 hereof.

The limitation period of the guarantee under this Article 1 is five (5) years from the date of the Module's purchase.

** For module type series MLT; MJT; MDT the period of guarantee is 10 years from date of module purchase.

ARTICLE 2. LIMITED GUARANTEE – LIMITED REMEDY FOR PERFORMANCE

In addition to Article 1 hereof MEU-GER grants the following limited guarantee:

MEU-GER will compensate loss in power output of the Modules, if

- within ten (10) years from the date of purchase, any Module has a power output less than 90 % of the min. Pmax shown in the rating label on the Module; or
- within twenty-five (25) years from the date of purchase, any Module has a power output less than 80 % of the min. Pmax shown in the rating label on the Module.

Niederlassung der Mitsubishi Electric Europe B.V.
Geschäftsführer und ständiger Vertreter der
Niederlassung: Koji Miyashita

Registriert in den Niederlanden: Amsterdam, Nr. 33279602
Sitz der Niederlassung: Gothaer Straße 8, 40880 Ratingen
Handelsregister Düsseldorf HRB 43766

The Bank of Tokyo-Mitsubishi UFJ, Ltd., Düsseldorf
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Deutsche Bank, Düsseldorf
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BIC: DEUTDE33 · IBAN: DE42 3007 0010 0301 1004 00

Dresdner Bank, Ratingen
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The compensation will be granted by MEU-GER exclusively by sending Replacement Module(s) to USER in order to increase the actual power up to 90 % or 80 % (as applicable) of the min. Pmax at a minimum and only for the remaining time of the 10-year period or 25-year period as applicable. MEU-GER is entitled to supply used Modules for the replacement.

In the event the Module type which USER has installed initially is no longer available (e.g. due to further development or production stop) MEU-GER shall be entitled to supply a module of a different type being at least of equal value. In this case MEU-GER shall take care that the replacement module does not exceed the dimensions of the Module which has been installed initially.

The facts whether the power output is less than the min. Pmax shall be confirmed by MEU-GER at its offices in all cases. In case MEU-GER concludes that the loss in power of the respective Module should not bring the guarantee into operation, then MEU-GER shall inform USER about this. In this case USER shall be entitled to furnish proof to the contrary.

This is the sole and exclusive remedy of this limited guarantee under Article 2 during the 10-year period or 25-year period. Any compensation in money, in particular for covering financial loss due loss in power of the Modules, shall be excluded. Cost for disassembling, removing, new assembling of Modules or examination by USER and other indirect costs shall be excluded as well.

This shall not apply in case MEU-GER is liable based on the Product Liability Act (Produkthaftungsgesetz), in the event that MEU-GER is liable for injury to life, limb or health attributable due to its fault and/or breaches negligently a duty stipulated in this guarantee and/or MEU-GER breaches any duty intentionally or by gross negligence.

ARTICLE 3. GUARANTEE EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply to the **GUARANTEE** granted by **MEU-GER** regarding **MODULES**:

A. MEU-GER SHALL NOT BE LIABLE FOR DAMAGE, MALFUNCTIONS OR SERVICE FAILURES WHICH ARE CAUSED BY:

1. failure to follow MEU-GER's installation, operation or maintenance instructions
2. faulty system design, system configuration and/or assembling method
3. Improper pre-installation storage and transport and/or stress, drop and step on Module when installing
4. wrong construction components, wrong construction of the load-bearing members including fastening devices,
5. use of wrong or incompatible system components such as d.c.-a.c. converter (inverter), connecting cables or bypass diodes, connecting with other non-compatible modules of other manufacturers
6. wrong cabling and installation work or wrong handling during such work

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7. installation of the Modules by persons which are not specialized appropriately
 8. operation under improper environmental conditions or by improper methods deviating from the product specification of the Module, MEU-GER's operating instructions or indications on the type plate
 9. improper maintenance or repair, in particular in contradiction to MEU-GER's maintenance and/or repair instructions
 10. modifications of the Modules without MEU-GER's approval
 11. use of the Modules on mobile units such as vehicles or vessels
 12. broken glass caused by external influences such as flying objects or compression, vandalism or theft
 13. influences such as dirt or soiling on the front glass, pollution or damage through e.g. smoke, salt or other chemicals
 14. Discoloration (such as color tone of the Module surface), rust and scratches on Module by aging and/or continuous use
 15. Acts of God such as earthquake, hurricane, flooding, lightning (even indirectly), fire, snow, frost, plague of insects, or power failure surges, actions of third parties or other unforeseeable events beyond the reasonable control of the MEU-GER
- B. Claims under the guarantee shall only be receivable if USER can provide the proof regarding the date of purchase and the date of commissioning. MEU-GER will not accept the return of any Modules unless MEU-GER has given prior written authorization.
- C. MEU-GER may, in its discretion, use new, or refurbished parts or Modules when providing replacement Modules or parts thereof under this guarantee. Replaced parts of Modules or replaced Modules will become the property of MEU-GER.
- D. Claims based on this guarantee shall be made in writing to MEU-GER and notified to its address as provided for in Article 4 hereof within the limitation periods as provided for in Article 1 and/or Article 2 hereof. In the event that MEU-GER rejects the claims USER shall file a suit with a court regarding his alleged claims within 6 months upon receipt of the rejection regarding his claims. Otherwise his claims shall be barred.

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ARTICLE 4. SERVICE CONTACT ADDRESS

All notification shall be sent to:

Address : Mitsubishi Electric Europe B.V. German Branch
Head Office: Gothaer Str. 8, 40880 Ratingen, Germany
Facsimile : +49-21024861537.....

In the event the contact address changes, MEU-GER shall notify a new contact address immediately to USER in writing.

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

THE AFOREMENTIONED LIMITATIONS SHALL NOT APPLY IN CASE OF MEU-GER'S LIABILITY ACCORDING TO THE PRODUCT LIABILITY ACT, IN THE EVENT MEU-GER IS LIABLE FOR INJURY TO LIFE, LIMB, OR HEALTH ATTRIBUTABLE DUE TO ITS FAULT AND/OR BREACHES NEGLIGENTLY A DUTY STIPULATED IN THIS GUARANTEE AND/OR MEU-GER BREACHES ANY DUTY INTENTIONALLY OR BY GROSS NEGLIGENCE.

ARTICLE 7 APPLICABLE LAW

The validity, construction and effect of this MITSUBISHI ELECTRIC GUARANTEE FOR CERTAIN MITSUBISHI BRAND PV MODULES shall be governed by German law excluding the Convention on Contracts for the International Sale of Goods (1980).

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