



**KYOCERA SOLAR, INC.**

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## **PHOTOVOLTAIC POWER MODULE 1/12/25 YEAR LIMITED WARRANTY**

### **LIMITED WARRANTY – 1 YEAR**

Kyocera Solar Inc. (“KSI”) warrants the KC Series Module to be free from defects in materials and workmanship under normal application, installation, use and service conditions for one (1) year from the date of sale to the original consumer purchaser. If the module fails to conform to this warranty then, for a period ending one (1) year from the date of sale to the original purchaser, KSI will, at its sole option, either repair or replace the product, or refund the purchase price. Repair, replacement or refund shall be the sole and exclusive remedy provided under this warranty and shall not extend beyond the one (1) year period set forth herein. This warranty shall only apply while the original purchaser owns the module.

### **LIMITED WARRANTY – 12 and 25 YEARS**

If (a) within twelve (12) years from the date of sale to the original customer purchaser any module exhibits a power output less than 90% of the original rated power specified at the time of delivery, or (b) within twenty-five (25) years from the date of sale to the original customer purchaser any module exhibits a power output less than 80% of the minimum rated power specified at the time of delivery, then, provided that such loss in power is determined by KSI, in its sole discretion, to be due to defects in material or workmanship, KSI will either replace such loss in power by either providing to the customer additional modules to make up the total wattage lost, or by repairing or replacing the module, at the sole option of KSI. Power output shall be measured by KSI using standard KSI test conditions.

Repair or replacement shall be the sole and exclusive remedy provided under this warranty and shall not extend beyond the periods set forth herein. This warranty shall only apply while the original consumer purchaser owns the module.

### **WHAT THIS WARRANTY DOES NOT COVER**

The limited warranties set forth herein do not apply to any module which, in KSI’s sole judgment, has been subjected to misuse, neglect or accident, or which has been damaged through abuse, alteration, improper installation or application, or negligence in use, storage, transportation or handling, or has been repaired, or in any way tampered with, by anyone other than a KSI service representative. These limited warranties do not cover any transportation costs for the return of a module or for reshipment of any repaired or replaced module, or the costs associated with installation, removal or reinstallation of the module.



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### **WARRANTY LIMITATIONS**

THE LIMITED WARRANTY SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE 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 KSI, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY KSI. KSI SHALL HAVE 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 RELATING TO THE MODULE INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE OR FROM USE OR INSTALLATION.

KSI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED.

KSI's aggregate liability, if any, in damages or otherwise, shall not exceed the payment, if any, received by KSI for the module or service furnished, or to be furnished, as the case may be, which is the subject of a claim or dispute.

SOME STATES DO NOT ALLOW LIMITATIONS ON APPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

### **OBTAINING WARRANTY PERFORMANCE**

Fill out and return the Customer Warranty Registration Card, if supplied with the module, within thirty (30) days after purchase. Failing to return the card will not affect your rights under the warranty so long as you establish the date on which you purchase the module. If you feel you have a claim covered by warranty, you must immediately notify the vendor, any authorized KSI service representative, or KSI at the address set forth above. You will be advised about what you need to do to obtain warranty service. KSI will not accept the return of any module unless prior written authorization has been given by KSI.