Panasonic

Limited Warranty for EverVolt™ Photovoltaic Modules

Updated: 12/11/2020

1. Scope of Limited Warranty Coverage: This Limited Warranty for EverVolt Photovoltaic Modules (this "Limited EVPV Warranty") includes limited warranties that apply to solar photovoltaic panel models with model numbers EVPVxxx and EVPVxxxK series（xxx = rated power) ("**Product**") and sold by PANASONIC LIFE SOLUTIONS COMPANY OF AMERICA, Division of Panasonic Corporation of North America, a Delaware corporation ("**Panasonic USA,**" "**us,**" "**our**" or "**we**"), or any of its affiliated companies, divisions or units. This Limited EVPV Warranty is transferable to any owner of the original installation location or any subsequent title holder (each an "**Owner**") of the Product, so long as the Product remains installed at the original installation location, and upon satisfactory proof of succession or assignment.

Authorized Installers

Panasonic USA operates a program through which it designates, at its discretion, certain companies as Panasonic USA-authorized installers if such companies comply with certain conditions (each an "**Authorized Installer**"). This Limited EVPV Warranty provides certain extended warranty coverage where indicated below for Authorized Installers, including necessary and reasonable labor costs for the installation, removal, or reinstallation of products in certain circumstances as described herein.

Authorized Installers may be located at: https://na.panasonic.com/us/installerlocator.

2. Limited Product Workmanship Warranty. Panasonic USA warrants that the Product will be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending fifteen (15) years from the Warranty Start Date or twenty-five (25) years from the Warranty Start Date if installation has been registered within 60 days of the Warranty Start Date through our web portal: https://na.panasonic.com/us/solarwarranty. "**Warranty Start Date**" is the earlier of (i) the date of Product interconnection to the grid, and (ii) 6 months following the date of Product delivery to the original Owner. If the delivery date cannot be verified, the manufacturing date will be used in its place. If the Product fails to conform to this Limited Product Workmanship Warranty, as determined by Panasonic USA in its sole and absolute discretion, Panasonic USA will provide one of the Limited Warranty Remedies described under Section 4 below at no additional cost to Owner. This Limited Product Workmanship Warranty does not warrant a specific power output. Section 3 below describes Panasonic USA's output warranty.

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Labor Warranty for Authorized Installers: Panasonic USA will cover necessary and reasonable shipment and labor costs (at Panasonic USA's then-current pre-approved rates as communicated to Authorized Installers, hereinafter the "**Approved Rates**") associated with the installation, removal or reinstallation ONLY for Products installed by an Authorized Installer and registered within 60 days after the Warranty Start Date through the Panasonic registration website: www.panasonicusahitwarranty.com.

3. Limited Power Output Warranty. Panasonic USA warrants the power output will be no less than 98% of the designated Maximum Power (Pmax) stated in the Product data sheet for the first year from date of purchase of the Product by the Owner and the power output degradation will be no more than 0.25% per year for the following 24 years, so that, at the end of the 25th year, the power output will be at least 92% of Pmax. The power output values under this Limited Power Output Warranty shall be those measured under Panasonic USA's Standard Test Conditions (STC) as follows: (a) Irradiance 1000 W/m2, (b) Cell Temperature of 25ºC, and (c) air mass AM1.5g.

Upon receipt of a in-warranty Limited Power Output Warranty claim, Panasonic USA or its designated representative may conduct additional measurements, including measurements under STC, to determine the actual power output of the Product. Should Panasonic USA decide to conduct such additional measurements, the results of Panasonic USA's measurement shall be the sole determination for purposes of warranty settlement. If Panasonic USA's measurements confirm the claim that power output levels of the Product are below the warranted output levels set out above, taking into account a ±3% measurement tolerance range, and such power loss is the result of a Product manufacturing defect, as determined by Panasonic USA in its sole and absolute discretion, Panasonic USA will provide one of the Limited Warranty Remedies as set forth under Section 4 below at no additional cost to Owner.

4. Limited Warranty Remedies.

4.1 If the Owner submits a timely and eligible claim under the Limited Product Workmanship Warranty or the Limited Power Output Warranty set forth above, Panasonic USA will provide one of the following remedies in its sole discretion: (1) an additional new or refurbished Product, (2) repair and replace the Product, or (3) a provide a refund to Owner in limited circumstances only in accordance with Section 4-2 below.

4.2 Panasonic USA may, in its sole discretion, refund the original Product purchase price to Owner in response to in-warranty claim under Section 2 or Section 3 above. Any refund may be pro-rated by the number of months from the date of original purchase by the original Owner and/or may be calculated based on the difference between actual power output (Product measured under STC) and minimal guaranteed output.

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5. Limited Remedy Conditions. The following conditions apply to the Limited Warranty Remedies set forth above:

a. The warranty remedy will extend only to claims received before the end of the applicable warranty period.
b. The applicable original warranty period remains in effect and will not be extended, nor will a new warranty period begin, on repair, replacement, addition, or prorated refund of the defective Product.
c. The Warranty Start Date (for Limited Product Workmanship Warranty claims) or the Owner's original purchase date of the Product (for Limited Product Output Warranty claims) shall continue to determine the start of the warranty period regardless of whether Panasonic USA repairs, replaces, adds to, or prorates a refund for the defective Product.
d. The remedy options set forth in Section 4 above may not be combined. Panasonic USA, in its sole discretion, will provide only one remedy among those options in response to a valid warranty claim.
e. The warranty remedy is applicable to the Product only and does not apply to any other system components or parts.
f. When a Product is the subject of third-party financing, any applicable refund will be paid to the title-holder of the Product.
g. Product removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties, unless otherwise specified as part of an Authorized Installer benefit.
h. If Panasonic chooses to replace a defective Product, the defective Product shall become the property of Panasonic USA after replacement is complete. Panasonic USA reserves the right, at its sole option, to deliver another type of new or refurbished solar panel that may differ in size, color, shape, model number, and/or power level for replacement of any defective Product.
i. To qualify for any Authorized Installer benefits relating to coverage of necessary and reasonable shipment and labor costs associated with an Owner's in-warranty claim, Authorized Installers must obtain approval in writing from an authorized Panasonic USA representative and agree to handle such claim at the then-current Approved Rates.

6. Limited Warranty Exclusions. The following circumstances are excluded from coverage under the warranties set forth in Sections 2 and 3 above:

a. Products sold and/or installed outside the United States of America or any of the USA territories or possessions, or Bermuda, or Caribbean except Cuba.
b. Expiration of warranty, no registration (if making a claim under an extended warranty), no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical contractor.

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c. Altered, removed, or illegible Product serial number(s).
d. Any Product repaired by anyone other than Panasonic USA.
e. Cosmetic variations, stains or scratches that do not affect power output.
f. Marine (e.g. boats), recreation vehicle, or mobile installations of any kind. Multi-axis tracking systems are not considered mobile installations.
g. Improper applications, such as, but not limited to, use with mirrors, concentrated sunlight, and contact with solar thermal systems.
h. Damage due to lack of compliance with the General Installation Manual, national or local codes, such as the National Electric Code, or any authority having jurisdiction.
i. Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, direct contact with saltwater such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.
j. Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
k. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, transportation.
l. Claims made more than one year from the date the Owner knew or should have known about the alleged power output degradation, or product workmanship defect.
m. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, stepping on Product, impacts from falling objects such as tools, golf balls, rocks, hailstones, or other debris.
n. Damage from non-compatibility with, or defects in, system-related parts and components.
o. Damage from extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances.
p. Damage to the backsheet such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects such as, screws, bolts, nails, tools, system or structural components, sharp edges, constant rubbing, tree branches, etc.
q. Damage from terrorist acts, riots, war, power surges, power failures, or other man-made disasters.

Any extended warranty coverage, remedies, or “Authorized Installer” benefits set forth herein relating to use of Authorized Installers do not constitute any warranty or guarantee covering, and Panasonic USA expressly disclaims any responsibility for, any Authorized Installer services. If Owner has a claim relating to Authorized Installer services, whether arising out of breach of contract, tort, or otherwise, the Authorized Installer shall bear sole and absolute responsibility to the Owner for any such claims.

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7. Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. TO THE EXTENT ALLOWED BY LAW, PANASONIC USA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON PANASONIC USA'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED IN WRITING BY PANASONIC USA. TO THE EXTENT THAT LAW PROHIBITS A DISCLAIMER OF ANY SUCH WARRANTIES, PANASONIC USA HEREBY LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY. PANASONIC USA SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL PANASONIC USA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, WORK STOPPAGE, PRODUCT(S) FAILURE, IMPAIRMENT OF OTHER GOODS, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE PRODUCT(S). PANASONIC USA'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE ORIGINAL OWNER FOR THE PRODUCT FURNISHED WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME STATES THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF DAMAGES.

8. Obtaining Warranty Performance. Owners who believe they have a justified claim covered by this Limited EVPV Warranty must immediately notify the installer who sold the Product, or an authorized Panasonic USA representative, or contact Panasonic USA directly in writing to:

PANASONIC LIFE SOLUTIONS COMPANY OF AMERICA
Division of Panasonic Corporation of North America
Two Riverfront Plaza, 5th Floor
Newark, NJ 07102
panasonicsolar@us.panasonic.com

Owners may also contact Panasonic via its website as follows,

https://na.panasonic.com/us/home-living-solutions/solar/

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Claims must accompany evidence of the Product purchase date by the Owner. The return of any Product will not be accepted by Panasonic USA unless accompanied by a valid return material authorization and prior written authorization issued by Panasonic USA.

9. Severability. If a part, provision or clause of this Limited EVPV Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited EVPV Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited EVPV Warranty shall be treated as severable.

10. Disputes. The Owner may bring no action, regardless of form, arising out of or in any way connected with this Limited EVPV Warranty, more than one (1) year after the earlier of: (a) the date the Owner knew, or should have known after reasonable investigation, of a defect of power loss in excess of the warranty minimum output or an alleged product workmanship defect, or (b) the date of the first claim by the Owner under this Limited EVPV Warranty.

11. Force Majeure. Panasonic USA shall not be held responsible or liable to the Owner or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited EVPV Warranty, government action, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Product or the claim.

12. Dispute Resolution by Binding Arbitration. All disputes, claims, or controversies arising under or relating to this Limited EVPV Warranty will be resolved by binding arbitration before a sole arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Any arbitration under this Limited EVPV Warranty will take place on an individual basis; class arbitrations under this Limited EVPV Warranty are prohibited. Questions as to arbitrability will be decided by the sole arbitrator.

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