Panasonic

Limited Warranty for Panasonic's Photovoltaic Modules HIT®

1. Scope of Limited Warranty Coverage: This warranty applies to all solar photovoltaic models with model numbers VBHNxxxSA17 and VBHNxxxKA03 series（xxx = rated power) (hereinafter, "Product") and sold by PANASONIC LIFE SOLUTIONS COMPANY OF AMERICA, Division of Panasonic Corporation of North America, a Delaware Corporation, or any of its affiliated companies, divisions or units (hereinafter, "PANASONIC") and is extended to the original end-user purchaser, and when the Product remains at its original installed location, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Customer").

2. Limited Product Workmanship Warranty. PANASONIC warrants the Product to 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 date of Product purchase by the Customer or twenty-five (25) years if installation has been registered within 60 days of purchase through our web portal: https://na.panasonic.com/us/home-living-solutions/solar/. If the Product fails to conform to this warranty, as determined by PANASONIC in its sole and absolute discretion, PANASONIC will employ one of the following Limited Warranty Remedies as set forth under Section 4 below. This fifteen (15) years or enhanced twenty-five (25) years Limited Product Workmanship Warranty does not warrant a specific power output, which shall be exclusively covered under Section 3 below.

3. Limited Power Output Warranty. PANASONIC warrants the power output will be no less than 97% 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 Customer and the power output degradation will be no more than 0.26% per year for the following 24 years, so that, at the end of 25th year, the power output will be at least 90.76% of Pmax. The power output values under this Limited Power Output Warranty shall be those measured under PANASONIC'S Standard Test Conditions (STC) as follows: (a) Irradiance 1000 W/m2, (b) Cell Temperature of 25ºC, and (c) Air Mass of 1.5g.

Upon receipt of a Power Output warranty claim, PANASONIC or its designated representative may conduct measurements, including under STC to determine the actual power output of the Product. Should PANASONIC decide to conduct measurements PANASONIC's measurement shall be the sole determination for purposes of warranty settlement. If PANASONIC measures power output levels under 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 defect, as determined by PANASONIC in its sole and absolute discretion, PANASONIC will supplement the power output deficiency using one of the following Limited Warranty Remedies as set forth under Section 4 below.

4. Limited Warranty Remedies. Panasonic, at is sole discretion, will take one of following remedies

a. PANASONIC will repair or replace the Product with new or refurbished product
b. PANASONIC will provide additional new or refurbished product to restore deficient output;
c. PANASONIC will refund the Customer the original Product purchase price. Any refund may be pro-rated by the number of months from the date of original purchase by the Customer and/or may be calculated based on the difference between actual power output (Product measured under STC) and minimal guaranteed output;

5. Limited Remedy Conditions. When one of the Limited Warranty Remedies is employed, the following conditions will apply:

a. The warranty remedy will extend only to claims received before the end of the warranty period.
b. The original warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair, replacement, addition, or prorated refund of the defective Product.
c. The purchase date of original Product shall determine the start of the warranty period in the event PANASONIC repairs, replaces, adds to, or prorates a refund for the defective Product.
d. Remedy options may not be combined. Only one remedy option will be employed at PANASONIC's sole discretion.
e. The warranty remedy is applicable to the Product only and does not apply to any other system components or parts.
f. When 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.
h. Product that is replaced by PANASONIC shall become the property of PANASONIC. PANASONIC reserves the right, at its sole option, to deliver another type of new or refurbished product that may differ in size, color, shape, model number, and/or power level.

6. Limited Warranty Exclusions. The warranties above in Sections 2 and 3 are void and do not apply under the following:

a. Products sold and/or installed outside the United States; provided, however, that any Products sold and/or installed in any of the American territories located in the Pacific Ocean (including American Samoa, Saipan, Guam), or in any island nation and territory located in the Caribbean Sea, except Cuba, are covered by the warranties in Sections 2 and 3 above.
b. Expiration of warranty, no registration, no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical contractor.
c. Altered, removed, or illegible Product serial number(s).
d. Any Product repaired by anyone other than PANASONIC.
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 salt water such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.

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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 alleged power output degradation, or product workmanship defect, reasonably should have been discovered.
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.

7. Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. PANASONIC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON PANASONIC'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY PANASONIC. PANASONIC 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 BE LIABLE FOR INCIDENTAL, CONSQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. PANASONIC'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE(S) 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. THE LIMITATIONS ON IMPLIED WARRANTIES DO NOT APPLY TO ANY PURCHASE OF PRODUCTS MADE FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

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

PANASONIC LIFE SOLTIONS COMPANY OF AMERICA
Division of Panasonic Corporation of North America

Two Riverfront Plaza, 5th Floor
Newark, NJ 07102
panasonichit@us.panasonic.com

Customers may also contact Panasonic via its website as follows,

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

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

9. Severability. If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited 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 Warranty shall be treated as severable.

10. Disputes. The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the earlier of (a) date the Customer is aware, or, with reasonable diligence, should have been aware, of a defect of power loss in excess of the warranty minimum output or (b) the date of the first claim by the Customer under this warranty.

11. Force Majeure. PANASONIC shall not be held responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, 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 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 Warranty will take place on an individual basis; class arbitrations under this Limited Warranty are prohibited. Questions as to arbitrability will be decided by the sole arbitrator.

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