

MITSUBISHI ELECTRIC SALES CANADA INC. ("MESCA")

PHOTOVOLTAIC MODULES LIMITED WARRANTY

Limited Warranty for Defective Photovoltaic Modules — 60 Month Repair, Replacement or Refund Remedy.

1. **MITSUBISHI ELECTRIC CANADA SALES INC. ("MESCA")** warrants to the original end-user (the "Customer") of Photovoltaic Modules manufactured by or for Mitsubishi Electric Corporation ("MELCO") and sold by MESCA (the "Products"), including accompanying DC connector cable assemblies, to be free from defects in materials and workmanship for a period of sixty (60) months after the date of sale of the Products to the first purchaser thereof from MESCA. This limited warranty will be of no force or effect if the Products have been installed for use outside of Canada or have not been used for their proper application or have not been installed strictly according to MESCA's written installation, application, use and service instructions and conditions.
 - a. If a Product is found to be defective and a warranty claim is made within the 60-month warranty period MESCA will, at its sole option, (a) provide a replacement Product (but not labour or the cost thereof for removing the defective Product or installing the replacement Product); (b) cause the defective Product to be repaired; or (c) refund the net purchase price paid by the Customer for the defective Product (the "Purchase Price") reduced by a fraction equal to the number of months from the date of original purchase to the date of the warranty claim over 60.
 - b. For greater clarity, this limited warranty for defective Products does not extend to any warranty regarding any power output relating to a Product, which shall be governed exclusively by the Limited Minimum Pmax Warranty provisions set out in Section 2
2. **Limited Minimum Pmax Warranty**

a. **Definition of "Minimum Pmax"**

"Minimum Pmax" is the minimum power in peak watts that a Product generates as stated on the module rating label when measured under "Standard Test Conditions". Standard Test Conditions consist of [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] a cell temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC60904 as tested at the junction box terminals per the calibration and testing standards of MELCO in effect on the date of manufacture of the Products.

10 Year Limited Warranty:

MESCA warrants that if, within ten (10) years from the date of manufacture printed by or for MELCO on the Product label, any Product produces a power output of less than 90% of the Minimum Pmax as specified on MELCO's Product Information Label affixed to each Product, provided that such loss in power is caused solely by a defect in material or workmanship of the Product, MESCA will, at its sole option [a] provide the Customer with an additional Product or additional Products sufficient to compensate for such loss in power [b] replace the defective Product or part(s) thereof, as the case may be or cause it to be repaired; or [c] refund the Purchase Price of the Product reduced by a fraction equal to the number of months from the date of original purchase to the date of the warranty claim over 120.

25 Year Limited Warranty:

MESCA further warrants that if, within twenty-five (25) years from the date of manufacture printed on the Product label, any Product produces a power output of less than 80% of the Minimum Pmax as specified on MELCO's Product Information Label affixed to each Product, provided that such loss in power is caused solely by a defect in material or workmanship of the Product, MESCA will, at its sole option [a] provide the Customer with an additional Product or additional Products sufficient to compensate for such loss in power; [b] replace the defective Product or part(s) thereof, as the case may be, or cause the same to be repaired; or [c] refund the Purchase Price of the Product reduced by a fraction equal to the number of months from the date of original purchase to the date of the warranty claim over 300.

3. Exclusions and Limitations

a. Warranty Periods

All warranty claims under the limited warranties set out above must be made by the Customer within the 60 Month, 10 Year or 25 Year warranty period, whichever applies, without exception. Repaired Products and replacement Products are warranted for the balance of the original warranty applicable to the defective Product repaired or replaced.

b. Exclusions

None of these limited warranties apply to, nor will MESCA be liable for any problems with, damage to or failure of Products arising or resulting from the effects of exposure to pollution, and corrosive environmental conditions; damage suffered during transportation or storage; electric

power failure, interruption, spikes or surges; misuse, abuse, neglect, vandalism or accident; alteration; improper installation or mounting or use in or with any application that does not strictly follow MELCO's written instructions, terms and conditions; repair or modification that does not strictly follow MELCO's written instructions; failure to maintain products in accordance with MESCA's or MELCO's published maintenance procedures; lightning, flood, fire, atmospheric pollution and corrosion, accidental breakage, damage caused by connection to or operation of other electrical equipment or system components, or other events or conditions beyond MESCA's control.

c. Transportation and Labour Costs Excluded

These limited warranties exclude all transportation costs for the return of defective Products for purposes of exchange or repair thereof and exclude the cost of all labour and other services costs associated with installation, removal, servicing, maintenance and re-installation of the Products or any replacement Products or parts thereof, and the original end-user must arrange with the reseller from whom it purchased the Products for such transportation, labour and services and pay all of such costs.

4. Serial numbers

- a. All warranties will be void if the serial number of any Product has been altered, removed, defaced or made illegible.

5. Limitation of Liability

- a. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MESCA. MESCA 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 RELATED TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCTS, OR FROM USE OR INSTALLATION THEREOF. UNDER NO CIRCUMSTANCES SHALL MESCA BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. MESCA'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS WHICH ARE THE

SUBJECT OF THE CLAIM OR DISPUTE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM PROVINCE TO PROVINCE.

6. Obtaining Warranty Service

- a. In order to obtain warranty service under the MESCA Limited Warranty, MESCA must be promptly notified at Mitsubishi Electric Sales Canada Inc. 4299 14th Avenue, Markham, Ontario, L0L 1N0, (905) 475-7728. Together with the notification, include the complete serial number printed on the module label and the date on which the Products were purchased. If MESCA wants the Products returned for inspection, repair or replacement, it will provide a Return Authorization ["RA"]. MESCA will not accept the return of any Products without a RA.

7. Severability

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

8. Miscellaneous

- a. The repair or replacement of the Products or the supply of additional Products neither creates a new warranty term nor extends the original term of this Limited Warranty. All replaced Products shall become the property of MESCA. MESCA has the right to substitute another type of Product different in size, color, shape and/or power if MESCA discontinues producing the model of Product in question at the time of the warranty claim.

9. Force Majeure

- a. MESCA shall not be responsible or liable for claims resulting from or arising out of any non-performance or delay in its performance of its obligations under this Limited Warranty due to any cause beyond the control of MESCA, including but not limited to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material or any other unforeseen event or condition.