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## **Limited Warranty for Kyocera Photovoltaic Module(s)**

This Limited Warranty applies to photovoltaic module(s) ("PV Module(s)") manufactured by Kyocera Corporation or an affiliated company ("Kyocera"/ and its production facilities in Czech Republic, Mexico, Japan, China), warrants the quality of such PV Module(s), and specifies the scope of such warranty.

### **A. Ten (10) Year Limited PV Module Warranty**

Kyocera warrants the PV Module(s) to be free from the defects and/or failures specified below for a period not exceeding Ten(10) years\* from the date of sale to the original customer ("Customer" \*2):

\*2 "Customer" is the first end consumer that puts the PV Module(s) into use.

- 1) defects and/or failures due to manufacturing;
- 2) defects and/or failures due to materials;
- 3) cracking of the front glass surface due to foreign objects inside the glass; or  
Note: This limited warranty shall exclude cracking of the front glass surface due to external shock from flying objects or external stress.
- 4) non-conformity with specifications due to faulty manufacturing and/or inspection processes.

If the PV Module(s) fails to conform with this warranty, Kyocera will repair the PV Module(s), or replace the PV Module(s) with equivalent PV Module(s), at Kyocera's sole option.

### **B. Limited Power Output Warranty**

Subject to Kyocera determining in its sole discretion that any power loss is due solely to defects in materials or workmanship, Kyocera warrants the power output of each type of PV Module(s) as follows:

#### **25 years (90% / 80%)**

Kyocera warrants that if, (a) within the first ten (10) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than ninety percent (90%) of the original minimum rated power specified at the time of sale\*, or (b) within twenty-five (25) years from the date of sale to the Customer, the PV Module(s) exhibits a power output of less than eighty percent (80%) of the original minimum rated power specified at the time of sale\*, Kyocera will deliver additional PV Module(s) to replace the missing power output, or repair the PV Module(s), or replace the PV Module(s) with equivalent PV Module(s), or refund the Purchase Price of the PV Module(s) taking into account a yearly depreciation of four percent (4%) of the Purchase Price, at Kyocera's sole option. The period of power output warranty for these additional or replacement module(s) will be equal to the remainder of the warranty period of the originally supplied module(s).

\*The power output values shall be those measured under Kyocera's standard measurement

conditions as follows: (a) light spectrum of AM 1.5; (b) irradiation of 1,000W per m<sup>2</sup>; and (c) a cell temperature of 25 degrees centigrade. Such measurements are carried out in accordance with IEC 60904 as tested at the junction box terminals per the calibration and testing standards of Kyocera which are valid at the date of manufacture of the PV Module(s). Kyocera's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.

### **C. Warranty Exclusions**

- 1) No claim based on this Limited Warranty may be brought after the applicable warranty period. Any delivery of additional PV Modules or the repair or replacement of the PV Module(s) shall not extend the original terms of this Limited Warranty.
- 2) This Limited Warranty shall not cover defects and/or failures of the PV Module(s) from the following causes even though such defects and/or failures are discovered within the applicable warranty period:
  - a) defects and/or failures caused by devices and/or parts other than the PV Module(s) or by mounting methods of such devices and/or parts;
  - b) defects and/or failures caused by defective wiring, installation, or handling;
  - c) defects and/or failures caused by inappropriate environmental conditions or by installations not in conformance with PV Module(s) specifications, installation manuals, operation manuals, or labels attached to the PV Module(s);
  - d) defects and/or failures caused by unauthorized maintenance, operation or modification regardless of whether such act is any willful misconduct or negligence;
  - e) defects and/or failures caused by removal from the original place of installation;
  - f) defects and/or failures caused by repairs not in accordance with Kyocera's instructions;
  - g) defects and/or failures caused by inappropriate handling during transportation or storage;
  - h) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;
  - i) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;
  - j) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond Kyocera's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, lightning, snow damage, etc.; or
  - k) defects and/or failures caused by smoke and/or other pollution, salt damage, acid rain, etc.
  - l) defects and/or failures caused by rat, insect, or other animal or living creature of any kind.
  - m) defects and/or failures caused by aged deterioration or usage, which do not affect output of the PV Module(s) (e.g. rust, mold, scratches, spots, discoloration, mechanical wear or tear, etc.)
  - n) defects and/or failures caused by inspection and/or repair, relocation, modification except as performed by KYOCERA or KYOCERA's authorized agent.
- 3) This Limited Warranty covers only the transportation cost for reshipment of any repaired or replaced PV Module(s) to the applicable location, and does not cover the transportation cost for return of the PV Module(s) to Kyocera or Kyocera's authorized agent and costs associated with installation, removal, or reinstallation of the PV Module(s).
- 4) Warranty claims will not be honored if and when the manufacturer's label or serial number of the PV Module(s) has been altered, deleted, removed or made illegible.

### **D. Obtaining Warranty Performance**

- 1) This Limited Warranty is applicable only to Customer(s) who have purchased the PV

Module(s) directly from Kyocera or from an authorized agent of Kyocera. To qualify for this warranty, it is necessary for the Customer to prove that the PV Module(s) was purchased from Kyocera or such authorized agent.

- 2) When applying for warranty coverage, customers shall provide Kyocera or Kyocera's authorized agent from which the PV Module(s) was directly purchased with the PV Module's model name, a description of the defect and/or failure, and the serial number located on the PV Module's label attached to the backside of the PV Module(s) at the time of manufacture
- 3) In the case of replacing PV Module(s), any uninstalled PV Module(s) shall become the property of Kyocera. Kyocera shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) if Kyocera has discontinued manufacturing that type of PV Module(s) when the warranty claim is accepted.
- 4) This Limited Warranty is transferable to a new owner of the location where the PV Module(s) were originally installed provided that the PV Module(s) remain installed at the location where originally installed.

#### **E. Warranty Limitations**

THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES 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 KYOCERA, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY KYOCERA. KYOCERA SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THE PV MODULE(S) INCLUDING, WITHOUT LIMITATION, ANY DEFECTS AND/OR FAILURES IN THE PV MODULE(S) OR FROM USE OR INSTALLATION.

KYOCERA SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. IN NO EVENT SHALL KYOCERA'S AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PV MODULE(S) WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES. ACCORDINGLY, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY. THESE WARRANTIES GIVE A CUSTOMER SPECIFIC LEGAL RIGHTS, AND A CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

#### **F. Severability**

All terms and conditions in these warranty conditions are severable. The effectiveness of the warranty conditions shall not be impaired if any provision should be completely or partially invalid or unenforceable.

#### **G. Other right**

The benefits given by this Limited Warranty are additional to other rights and remedies that you may have under law. For Australian Customers, our goods come with guarantees that cannot be excluded under the Australian Customer Law. You are entitled to a replacement or refund for a major failure and compensations for any other reasonably

foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

#### **H. How to claim**

Kyocera has appointed Si Clean Energy Pty Ltd#, as a supporting local Australian authorized warranty processing and PV module testing agent for Kyocera. To make a claim against this warranty, you must contact Kyocera or Si Clean Energy within 30 days of noticing the alleged defect within the applicable warranty period. Any quality claims must be accompanied by a copy of the original sales receipt as the proof of purchase and time of purchase of Kyocera modules. The customer will need to also be able to show the original purchase receipt, should Kyocera request such a document.

#### **I. Batch Defect Process**

If any manufacturing defect is in any batch of Kyocera modules, the following process will apply.

1. The batch numbers will be identified via Kyocera's pallet and serial number records.
2. Kyocera will notify all customers via Kyocera's authorised sales channel including through Si Clean Energy Pty Ltd, that have been supplied with products from the identified batch.
3. Depending on the nature of the defect, the required action such as repair or replacement will be arranged.
4. Kyocera will cooperate with Si Clean Energy and the local consumer authority to solve the quality issues for customers.

#### **J. Warranty Claim and complaints process**

Customers or installers not satisfied with any determination or any warranty claim by Kyocera may write to Si Clean Energy, 15 Isles Drive, Coffs Harbour, NSW 2450 or email:service@sicleanenergy.com.au, stating :

- 1) details of the relevant warranty claim and modules (including serial numbers);
- 2) detailed reasons why they are not satisfied with the determination, and
- 3) provide any supporting documentation they consider relevant.

Within a reasonable time of receiving any such complaints, Kyocera will review the original decision and advise the complainant in writing of the outcome of the review in cooperation with Si Clean Energy.

#### **K. Validity**

This Limited Warranty shall be valid from **1<sup>st</sup> February 2018** and shall apply to all PV Module(s) sold to a Customer on or after this date. This Limited Warranty shall be valid until a new revision is issued by Kyocera head office.

#### **Warranty Contact details:**

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Si Clean Energy Pty Ltd

ABN 14120491303

By Post

15 Isles Drive, Coffs Harbour, NSW 2450

By Telephone

1300 876 771 or (02) 6652 9700

By Email or Web

service@sicleanenergy.com.au

<http://www.sicleanenergy.com.au/>