



1/1/2020

Attention: RevoluSun - Hawaii 660 Ala Moana Blvd #220a Honolulu, HI 96813

Enhanced Limited Warranty on Panasonic Photovoltaic Modules HIT®

Since many workmanship issues arise as a result of poor installation practices, we are offering this enhanced warranty (the "Enhanced Warranty") to selected partners with a proven reputation for quality.

We are pleased to confirm that, effective January 1st, 2020 and expiring December 31st, 2020, all Panasonic solar photovoltaic modules ("Product") sold and installed by **RevoluSun - Hawaii** ("Selected Installer") to residential solar customers will have the Enhanced Warranty remedies listed below, replacing in its entirety 4 of our **Limited Warranty on Panasonic's Photovoltaic Modules HIT**[®] (the "Original Warranty") as well as section 2-2 and its entirety 4 of our **Limited Warranty on Panasonic's Photovoltaic Modules HIT**[®] - **AC Modules**- (the "Original ACM Warranty"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Original Warranty and Original ACM Warranty:

2-2. For Microinverter(s)

Enphase will be solely responsible for providing the twenty-five (25) year Limited Product Warranty for Micro Inverter(s) in accordance with terms and conditions set forth in the Enphase Limited Product Warranty attached hereto as Appendix A (the "Enphase Warranty"). PANASONIC provides no warranty related to the Micro Inverters, except in the event that Enphase: (i) files in any court or agency pursuant to any statute or regulation of any jurisdiction a petition in bankruptcy or insolvency or for reorganization or similar arrangement for the benefit of creditors or for the appointment of a receiver or trustee; (ii) is served with an involuntary petition against it in any insolvency proceeding and such involuntary petition has not been stayed or dismissed within ninety (90) days of its filing, or (iii) makes an assignment of substantially all of its assets for the benefit or creditors (each an "Event of Insolvency") If Enphase experiences an Event of Insolvency, then Panasonic will step in and cover the Enphase Warranty. In addition, regardless of Enphase's business status noted above Panasonic shall for a 25 year period cover reasonable labor cost associated with installation, removal of Enphase microinverter only at preapproved rates.

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

- a. PANASONIC will provide additional new or refurbished Product or repair and replace the Product to restore deficient output. PANASONIC will cover reasonable shipment and labor costs associated with installation, removal or reinstallation of Product only at preapproved rates.
- b. If repair or replacement of the product is not possible, 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.

Additionally, the Limited Remedy Condition listed in section 5.g of both "Original Warranty" and "Original ACM Warranty" is removed. A "Customer" is the original end-user purchaser that puts a Product into use, and when such Product remains at its original installed location, any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment. Under this Enhanced Warranty, Panasonic warrants that the relevant Panasonic solar photovoltaic module(s) be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending twenty-five (25) years from the date the module(s) are purchased by the Customer.

In order to take advantage of the Enhanced Warranty for the Products that the Selected Installer installs, the Selected Installer must comply with all of the terms and conditions set forth in that certain "Panasonic Enhanced Limited Warranty Agreement" (the "Warranty Agreement"), including without limitation, the submission and registration of all required installation information through our website: <u>www.panasonicusahitwarranty.com</u>. Once the registration information has been submitted, Panasonic will send an electronic communication to the Customer that their module(s) have been registered for the Enhanced Warranty.

Please contact us should you have any questions related to the Enhanced Warranty.

Sincerely:

Panasonic Life Solutions Company of America a Division of Panasonic Corporation of North America

Mukosh Sothi

Name: Mukesh Sethi Title: Group Manger Solar Products