

## EVERVOLT® TripleGuard Limited Warranty

Limited Warranty for EVERVOLT® Photovoltaic Modules

Updated: November 1, 2023

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

**THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [HTTPS://NA.PANASONIC.COM/US/ENERGY-SOLUTIONS/WARRANTIES/TRIPLEGUARD](https://na.panasonic.com/us/energy-solutions/warranties/tripleguard) OR IN THE DOCUMENTATION PROVIDED BY THE AUTHORIZED INSTALLER REGARDING THE EVERVOLT PANELS.**

### 1. TO WHOM DOES THIS WARRANTY APPLY?

Panasonic Eco Systems North America, Division of Panasonic Corporation of North America (“**Panasonic USA**,” “**us**,” “**our**” or “**we**”) extends this TripleGuard Limited Warranty (“**Limited Warranty**”) to:

- The original end-user purchaser of the EVERVOLT Panels; and
- Any subsequent title holder of such installation location, upon completion of the Limited Warranty Transfer Form located at <https://na.panasonic.com/us/form/transfer-ownership-form> (“**Owner**” or “**you**”).

Provided that the EVERVOLT Panels:

- Were purchased from Panasonic USA or any of its affiliated companies, divisions or business units;
- Remain installed at the original installation location; and
- For the Labor Warranty only, were installed by an Authorized Installer. “**Authorized Installers**” are Panasonic USA designated companies that comply with certain conditions. Authorized Installers may be located at: <https://panasonic.bullseyelocations.com/local/InstallerLocator>

### 2. WHEN DOES THIS LIMITED WARRANTY APPLY?

This Limited Warranty applies when the EVERVOLT Panels are being installed as a standalone solution and not combined with Enphase microinverters sold by Panasonic USA or the Panasonic USA EVERVOLT Home Battery System.

### 3. WHAT EVERVOLT PANELS(S) ARE COVERED BY THIS WARRANTY?

This Limited Warranty applies to the following EVERVOLT Photovoltaic Modules (“**EVERVOLT Panels**”):

- EVPVxxx
- EVPVxxxK
- EVPVxxxH
- EVPVxxxHK
- EVPVxxxHK2
- EVPVxxxPK series

(xxx = rated power)

## 4. WHAT DOES THIS WARRANTY COVER?

### EVERVOLT Panel Warranties

**Workmanship Warranty.** We warrant that the EVERVOLT Panels will be free from defects in materials and product workmanship under normal application, installation, use, and service conditions.

**Power Output Warranty.** The power output values are those measured under our Standard Test Conditions (STC) as follows: (a) Irradiance 1000 W/m<sup>2</sup>, (b) Cell Temperature of 25°C, and (c) air mass AM1.5g.

- A. **EVPVxxx, EVPVxxxK, EVPVxxxH, EVPVxxxHK, EVPVxxxHK2 series:** we warrant that:
- (1) the power output will be no less than 98% of the designated Maximum Power (P<sub>max</sub>) stated in the EVERVOLT Panels data sheet for the first year from the date you purchase the EVERVOLT Panels; AND
  - (2) 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 25<sup>th</sup> year, the power output will be at least 92% of P<sub>max</sub>.
- B. **EVPVxxxPK series:** we warrant that:
- (1) the power output will be no less than 98% of the designated Maximum Power (P<sub>max</sub>) stated in the EVERVOLT Panels data sheet for the first year from the date you purchase the EVERVOLT Panels; AND
  - (2) the power output degradation will be no more than 0.5% per year for the following 24 years, so that, at the end of the 25<sup>th</sup> year, the power output will be at least 86% of P<sub>max</sub>.

### Labor Warranty

#### **OPTIONAL, ADDITIONAL LABOR WARRANTY COVERAGE AVAILABLE WITH PRODUCT REGISTRATION**

Under this Limited Warranty, we will cover the necessary and reasonable shipment and labor costs associated with the installation of the original EVERVOLT Panels and the removal and reinstallation of a replacement EVERVOLT Panel by an Authorized Installer that result from a valid warranty claim under the terms of this Limited Warranty. This labor warranty is additional to the standard limited product warranties provided for your EVERVOLT Panels. This optional, additional labor coverage is only available to you if (i) your original EVERVOLT Panels were installed by an Authorized Installer; and (ii) you register your EVERVOLT Panels at <https://na.panasonic.com/us/energy-solutions/solar/solar-panel-product-and-warranty-registration> or by emailing us at [panasonicEVERVOLTSUPPORT@us.panasonic.com](mailto:panasonicEVERVOLTSUPPORT@us.panasonic.com) within 90 days from the date your EVERVOLT Panels were installed. IF THE ABOVE TWO CONDITIONS ARE NOT MET, THE OPTIONAL, ADDITIONAL LABOR COVERAGE DOES NOT APPLY. HOWEVER, FAILURE TO REGISTER YOUR EVERVOLT PANELS WILL IN NO WAY DIMINISH YOUR STANDARD WORKMANSHIP OR POWER OUTPUT WARRANTY RIGHTS PROVIDED HEREIN.

## 5. WHAT ARE THE PERIODS OF COVERAGE?

When reading the warranty periods below, please note that some states may not allow the warranty term to begin before the product is delivered, so any description of a warranty period starting before product delivery may not apply to you.

### **EVERVOLT Panels Warranty Period**

The EVERVOLT Panels Workmanship Warranty and the EVERVOLT Panels Power Output Warranty shall provide coverage for a period of twenty-five (25) years commencing on the date the EVERVOLT Panels were first installed at the installation location for the original Owner, however, if the installation date cannot be verified, these warranties will begin sixty (60) days after days after the date that the original Owner purchased the EVERVOLT Panels (“**Warranty Period**”).

### **Labor Warranty Period**

The duration of the optional, additional Labor Warranty is the same as the Warranty Period for the EVERVOLT Panels. The optional, additional Labor Warranty, if applicable, shall commence on the date the EVERVOLT Panels were first installed at the installation location for the original Owner. If the installation date cannot be verified, the Labor Warranty period will begin sixty (60) days after the date that the original Owner purchased the EVERVOLT Panels.

### **Repaired or Replaced EVERVOLT Panels**

If your EVERVOLT Panel is eligible for repair or replacement pursuant to Section 6, the applicable warranty period will be extended by the number of days that elapsed between the date of your warranty claim and the date of repair or replacement.

## 6. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

- 6.1 Provided you submit a timely and eligible warranty claim during the Warranty Period, we will provide you one of the following remedies: (i) ship an additional EVERVOLT Panel that is identical or reasonably equivalent to the original EVERVOLT Panel, (ii) repair the EVERVOLT Panel, (iii) replace the EVERVOLT Panel, or (iv) provide a refund in accordance with Section 6.3 below. THIS LIMITED WARRANTY DOES NOT COVER REMOVAL, REINSTALLATION, OR RELATED COSTS, UNLESS YOUR EVERVOLT PANELS WERE INSTALLED BY AN AUTHORIZED INSTALLER AND YOU REGISTER YOUR EVERVOLT PANELS AS REQUIRED UNDER THE LABOR WARRANTY SECTION.

6.2 If your warranty claim alleges the EVERVOLT Panel fails to conform to the EVERVOLT Panel Power Output Warranty in Section 4, upon receipt of the claim, we may or have our designated representative conduct additional measurements, including measurements under STC, to determine the actual power output of the EVERVOLT Panel. Our measurements may confirm your claim that the power output levels of the EVERVOLT Panel is below the warranted output levels set forth herein, taking into account a  $\pm 3\%$  measurement tolerance range.

6.3 A refund of the original EVERVOLT Panel purchase price may be available to you in limited circumstances. Such circumstances include, but are not limited to, when (i) the EVERVOLT Panel cannot be repaired and an identical or reasonably equivalent replacement is not available, or (ii) you reject the replacement EVERVOLT Panel in accordance with Section 6.4. Any refund of the original EVERVOLT Panel purchase price will be pro-rated by the number of months from the commencement of the Warranty Period to the date of refund. If the original EVERVOLT Panel is the subject of third-party financing, any applicable refund will be paid to the titleholder of the EVERVOLT Panel.

*Example:* Your EVERVOLT Panels Warranty Period commenced on July 1, 2020. You had a warranty claim on March 1, 2030, and we are unable to repair your EVERVOLT Panel or provide an identical or reasonably equivalent replacement and has provided you notice of refund on July 1, 2030. Your refund would be calculated based on the following:

Original Purchase Price  $\div$  Total Length of Warranty  $\times$  Number of Years Remaining in Warranty Period

6.4 If your EVERVOLT Panel is replaced, we will pay the cost of returning the EVERVOLT Panel to us, and the original EVERVOLT Panel shall become our property upon receipt. For the replacement EVERVOLT Panel, we may deliver the same model EVERVOLT Panel (new or refurbished) or may deliver a new or refurbished EVERVOLT Panel that differs in size, color, shape, model number, and/or power level. You have the right to reject a replacement EVERVOLT Panel that differs in size, color, shape, model number, and/or power level from the original EVERVOLT Panel. Please note that some EVERVOLT Panel models may have been discontinued or there may be no stock available by the time you submit a warranty claim. To the best of our ability, we will attempt to provide a replacement EVERVOLT Panel that is similar to the specifications of your original EVERVOLT Panel. If you reject a replacement EVERVOLT Panel, and we have no new EVERVOLT Panel in stock that is exactly the same as your original EVERVOLT Panel, we will refund the purchase price to you, subject to any pro-ration described in Section 6.3 above.

6.5 The remedies set forth in this Section 6 are applicable to the EVERVOLT Panels only and does not apply to any other system components or parts.

## 7. HOW DO YOU OBTAIN WARRANTY SERVICE?

- 7.1 If you believe that you have a claim covered by this Limited Warranty, you must immediately notify the installer who sold you the EVERVOLT Panels, an authorized Panasonic USA representative, or Panasonic USA directly who will walk you through the claim submission process, including providing the claim form and what additional information may be needed. Panasonic USA can be reached directly by writing to the below address or via its website:

Panasonic Eco Systems North America,  
Division of Panasonic Corporation of North America  
Two Riverfront Plaza,  
Newark, NJ 07102  
[panasonicsolar@us.panasonic.com](mailto:panasonicsolar@us.panasonic.com)  
<https://na.panasonic.com/us/home-living-solutions/solar/>

- 7.2 The following information is required when submitting a warranty claim:
- A completed warranty claim form, a copy of which can be found at: [https://ftp.panasonic.com/solar/warranty/claim\\_form\\_warranty.pdf](https://ftp.panasonic.com/solar/warranty/claim_form_warranty.pdf)
  - A copy of your original invoice, receipt, commissioning report, or other documentation that shows proof of purchase and the date of installation
- 7.3 Upon our receipt of your warranty claim, we will reach out to the Authorized Installer that installed your EVERVOLT Panels to try and determine through telephone and/or e-mail exchanges whether the reported warranty claim is valid. In some instances we may need to contact you directly to obtain further information to assist us in either verifying the warranty claim or troubleshooting the issue. In the event that we are unable to confirm your warranty claim, we may send one of our engineers to the installation location to confirm the warranty claim. Upon confirmation that the warranty claim is valid, we shall remedy in accordance with Section 6.
- 7.4 If we remedy your claim by replacing an EVERVOLT Panel, please do not ship your original EVERVOLT Panel back to us. When the replacement EVERVOLT Panel arrives, we will arrange for your Authorized Installer to ship the replaced EVERVOLT Panel back to us on your behalf. The Authorized Installer will place the original EVERVOLT Panel into the shipping box of the replacement EVERVOLT Panel and follow our communicated shipping instructions. The original EVERVOLT Panel must not be returned unless we have authorized your Authorized Installer to return.

## 8. DO CLAIMS HAVE TO BE MADE WITHIN A CERTAIN PERIOD OF TIME?

YOU MUST BRING A CLAIM UNDER THIS LIMITED WARRANTY WITHIN **ONE (1) YEAR** FROM THE DATE YOU KNEW ABOUT THE ALLEGED POWER OUTPUT DEGRADATION OR WORKMANSHIP DEFECT.

*Examples:*

- i. You notice in the second year after installation of the EVERVOLT Panels that your solar energy system is producing power at a rate that is 50% of the guaranteed maximum output. This is a clear sign that there is something wrong with the system and that you need to have the system inspected for defects. You must file a claim with us within 1-year of discovering this reduced power rate.
- ii. You notice in the fourth year after installation of the EVERVOLT Panels that the system in which the EVERVOLT Panels are installed stops working. You must file a claim within 1-year from the first time that the discovered the system stopped working.

## **9. WHAT DOES THIS LIMITED WARRANTY NOT COVER?**

This Limited Warranty does not cover any of the following:

- 9.1 EVERVOLT Panels sold and/or installed outside the United States of America, USA Territories and Canada.
- 9.2 EVERVOLT Panels not sold by Panasonic USA.
- 9.3 Claims submitted after the expiration of the applicable warranty period or if you: (i) have no evidence of purchase; (ii) have no proof of installation by a qualified licensed solar or electrical contractor; or (iii) fail to provide necessary information to diagnose and troubleshoot the claim.
- 9.4 Altered, removed, or illegible EVERVOLT Panel serial number(s).
- 9.5 EVERVOLT Panels that have been repaired by anyone other than Panasonic USA or its Authorized Installer.
- 9.6 Cosmetic variations, stains, or scratches that do not affect power output or energy retention capacity.
- 9.7 Marine, recreation vehicle, or mobile installations of any kind. Multi-axis tracking systems are not considered mobile installations.
- 9.8 Improper applications, such as, but not limited to, use with mirrors, concentrated sunlight, and contact with solar thermal systems.

- 9.9 Damage due to lack of compliance with our General Installation Manual found at [https://ftp.panasonic.com/solar/installation/im\\_evpv\\_solar.pdf](https://ftp.panasonic.com/solar/installation/im_evpv_solar.pdf), national or local codes, such as the National Electric Code, or any authority having jurisdiction.
- 9.10 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.
- 9.11 Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
- 9.12 Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, transportation.
- 9.13 Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, stepping on the EVERVOLT Panels, impacts from falling objects such as tools, golf balls, rocks, hailstones, or other debris and contact with liquids and substances.
- 9.14 Damage from non-compatibility with, or defects in, system-related parts and components.
- 9.15 Damage from extreme natural conditions such as earthquakes, typhoons, tornados, volcanic activity, tsunami, lightning, heavy snow or ice, fire, or other unforeseen circumstances.
- 9.16 Damage to the backsheet or surface exterior 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.
- 9.17 Damage from terrorist acts, riots, war, power surges, power failures, or other man-made disasters.

## 10. HOW DO I REGISTER MY EVERVOLT PANELS?

We encourage you to register your EVERVOLT Panels as soon as possible after installation at:

<https://na.panasonic.com/us/energy-solutions/solar/solar-panel-product-and-warranty-registration>

or by emailing us at:

[panasonicevervoltsupport@us.panasonic.com](mailto:panasonicevervoltsupport@us.panasonic.com)

EVERVOLT Panels registration is strongly recommended as it will ensure you receive timely communication about your EVERVOLT Panels such as safety issues and recalls, establish easy reference of your proof of

purchase if you ever submit a warranty claim, and give you easy access to support. Registration is one of the requirements of the optional, additional labor warranty coverage. However, your failure to register your EVERVOLT Panels will not impact your ability to receive warranty support for a valid Workmanship Warranty claim or a Power Output Warranty claim.

## **11. WARRANTY DISCLAIMER**

**THE EXPRESS WARRANTIES SET FORTH HEREIN, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE EVERVOLT PANELS. TO THE EXTENT ALLOWED BY LAW, WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART, UNLESS WE EXPRESSLY AGREE IN WRITING TO SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES.**

**TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE WARRANTY PERIOD.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

## **12. LIMITATION OF LIABILITY**

**WE SHALL NOT 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 FAILURE, OR IMPAIRMENT OF OTHER GOODS ARISING OUT OF OR RELATED TO THE EVERVOLT PANELS. OUR TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE ORIGINAL OWNER FOR THE EVERVOLT PANELS WHICH ARE THE SUBJECT OF CLAIM OR DISPUTE.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**



## 13. WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

We take great pride in our customer service. However, if you are not satisfied with the handling of your claim, the following informal dispute resolution procedure is available to you, unless you elect to bring an eligible claim in small claims court against us.

13.1 If you have a concern or dispute, please send a written notice describing your concern or dispute and your desired resolution to: [panasonicsolar@us.panasonic.com](mailto:panasonicsolar@us.panasonic.com)

13.2 We shall attempt, in good faith, to resolve the dispute with you. If the dispute has not been resolved within 40 days of our receipt of your written notice, both parties agree to use the alternative dispute resolution (ADR) procedures of Judicial Arbitration and Mediation Services (JAMS). Under JAMS, you have the right to an in-person hearing before a neutral arbitrator and counsel of your choosing. We will cover all JAMS fees. The arbitration shall allow for the discovery or exchange of non-privileged information relevant to the dispute. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled. The parties will take such action, if any, required to effectuate such toll.

For additional information regarding JAMS procedures, time limits, and types of information required for prompt resolution of disputes, please visit <https://www.jamsadr.com> or contact JAMS at the following address and telephone number or by contacting your local JAMS office, if any:

JAMS Corporate HQ  
18881 Von Karman Ave.  
Suite 350  
Irvine, CA 92612  
Tel: 800-352-5267

## 14. AUTHORIZED INSTALLERS

Any extended warranty coverage, remedies, or benefits set forth herein relating to use of Authorized Installers do not constitute any warranty or guarantee covering, and we expressly disclaim any responsibility for, any services provided by an Authorized Installer. If you have a claim relating to the services provided by an Authorized Installer, whether arising out of breach of contract, tort, or otherwise, the Authorized Installer will be solely liable to you for such claims.

## 15. 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.

## 16. **FORCE MAJEURE**

We shall not be held responsible or liable to you or any third-party arising out of any non-performance or delay in performance of any obligation set forth in this Limited Warranty, due to acts of God, war, riots, strikes, government action, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond our 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 EVERVOLT Panels or the claim.