

Limited Warranty (valid from 01.07.2011)

By purchasing the Solar modules from SolarWorld Americas LLC ("SolarWorld") (hereinafter referred to as: products), you have chosen a level of quality, which meets the highest requirements. SolarWorld assumes that use in accordance with this Limited Warranty will reliably maintain the function of the products to produce electricity (hereinafter referred to as: functional capability) as well as reliably maintaining the performance of the products. As a sign of our confidence in this quality, SolarWorld is happy to grant you as the end-user of the products (i.e. the person who put the products into operation correctly for the first time or the person who has legitimately purchased the products from such an end-customer without any modifications) a Five Year Limited Product Warranty and Twenty-Five Year Limited Service Warranty as presented below:

A Five Year Limited Product Warranty:

- SolarWorld guarantees the functional capability of the products for five years beyond the purchase of the product and that the product:
 - will not suffer from any mechanical adverse effects, which limit the stability of the solar module. A condition for this is correct installation and use in accordance with regulations, as described in the installation instructions enclosed with the product.
 - will not be subject to any clouding or discoloration of the glass.
 - with its cable and connector plug will remain safe and operational, if they are installed professionally and are not permanently positioned in water (puddle). However, damage to the cable, which is caused by abrasion on a rough lower surface owing to insufficient fixing or owing to unprotected running of the cable over sharp edges, is excluded. Any damage caused by animals (e.g. rodent bites, birds, insects) is also exempted.
 - with its aluminum frames will not freeze up when it is frosty if it is installed correctly.

The appearance of the product as well as any scratches, stains, mechanical wear, rust, mould, optical deterioration, discoloration and other changes, which occurred after delivery by SolarWorld, do not represent defects, insofar as the change in appearance does not lead to a deterioration in the functional capability of the product. A claim in the event of glass breakage arises only to the extent that there was no external influence.

- If the products exhibit one of the above-mentioned defects during this period and this has an effect on the functional capability of the product, SolarWorld will repair the defective products, supply replacement products or provide the customer with an appropriate residual value of the products as compensation at its discretion.

B Twenty-Five Year Limited Service Warranty:

- The solar power modules which you have purchased have power specifications with regard to the power yield to be achieved (the so-called rated value) within a certain tolerance range. Please see the specification sheet enclosed with your product for the respective rated value. We assume that the rated value for the power yield of our products will decrease to a minor degree only over a period of 25 years.
- If the actual power yield falls below the rated value by more than 9 % in the first 10 years calculated from the date of purchase and after that by more than 19 % till the end of service period (25 years) for reasons caused exclusively by our product despite correct operation and this deficiency is proven by an acknowledged test institute/test method, we will supply replacement products which provide a power yield according to the rated value mentioned above or take measures to make possible such a power yield or refund the proportional age value (taking account of conducted depreciation) of your module (for an actual power yield of 70 % of the lower tolerance value, we would therefore refund 11% of the age value of your module in the latter alternative) according to our own option.
- If replacement products are supplied, we will not be obliged to provide new or comparable products. SolarWorld is entitled to supply used and/or repaired products as replacements.

C Further conditions of entitlement:

- The period of the Limited Service Warranty under B) is restricted to a period of 25 years as of the purchase of the product and will not be extended even in the event of a repair or exchange of a product.
- The effective output and the actual output of the products are to be determined for the verification of any guarantee case using standard test conditions, as described under IEC 60904. The decisive measurement of performance is carried out by a recognized measuring institute or through SolarWorld's own measurements (the assessment of measurement tolerances is undertaken in accordance with EN 50380). The guarantee does not cover transport costs to return the products or for a new delivery of repaired or replacement products. It also does not cover the costs of the installation or re-installation of products, as well as other expenditure by the end-customer or seller.
- Ownership of all products which have been replaced pass to SolarWorld.
- The term of the rights granted to you in this Certificate in paragraphs A) and B) starts with the original purchase of the products, insofar as they were purchased by the original end-customer after 01.01.2011. SolarWorld retains the right to adjust voluntary special services in accordance with this document at any time. However, any product purchases which have already been concluded, remain unaffected by this – including the voluntary special services in accordance with this document. You can find out about the current status of this document at any time under www.solarworld-usa.com.

D Assertion of claims:

The assertion of the services specified under A) and B) requires you (i) to inform the authorized seller/dealer of the product of the alleged defect in writing, or (ii) to send this written notification directly to the address mentioned in G), if the seller/dealer who should be informed no longer exists (e.g. owing to business closure or insolvency). Any notification of defects is to be added to the original sales receipt as evidence of the purchase and the time of the purchase of the SolarWorld products. The assertion should take place within six weeks of the occurrence of the defect. In the case of claims arising from the product warranty (under A), the starting point for the recognition of an occurrence of a defect is the knowledge of material and/or workmanship errors. In the case of claims arising from the service warranty (under B), the starting point is the knowledge of reduced performance of the products. The return of products is permitted only after the written consent of SolarWorld has been obtained.

E Use in accordance with this Limited Warranty:

- The services described above can additionally be ensured only if the product is properly used, operated and installed. Services provided by SolarWorld must therefore be withdrawn if the defects to the product are not exclusively based on the products themselves; e.g. in the following cases:
 - Delays on your part or on the part of the fitter in observing the assembly, operational and maintenance instructions or information, if this leads to defects and/or loss of performance of the products.

- Exchange, repair or modification of the products if these are not done in a proper and professional way.
 - Incorrect use of the products.
 - Vandalism, destruction through external influences and/or persons/animals.
 - Incorrect storage or inappropriate transport before installation if these lead to defects and/or a reduction of performance of the products.
 - Damage to the customer system or incompatibility of the customer's system equipment with the products if these lead to defects and/or a reduction in performance of the products.
 - Use of products on mobile units such as vehicles or ships.
 - Influences such as dirt or contamination on the face-plate; contamination or damage by e.g. smoke, extraordinary salt contamination, or other chemicals.
 - Force majeure such as flooding, fire, explosions, rock-falls, direct or indirect lightning strikes, or other extreme weather conditions such as hail, hurricanes, whirlwinds, sandstorms or other circumstances outside the control of SolarWorld.
- The entitlements referred to under A) and B) will not be granted if and as soon as the manufacturer's labels or serial numbers on the PV modules have been changed, deleted, peeled off or made unrecognizable.

F Exclusion of liability:

The remedies set forth in this Limited Warranty are the exclusive remedies available to you as a product purchaser. SolarWorld shall not be liable for damage, injury or loss arising out of or related to a product except as set forth in this Limited Warranty. In particular, under no circumstances shall SolarWorld be liable for incidental, consequential, special or other indirect damages in any way connected with a product. SolarWorld's aggregate liability, if any, shall be limited to a product's purchase price or any service furnished in connection with a product, as the case may be.

G Your contacts:

To receive service under this Limited Warranty, please contact the authorized seller/dealer of your product or SolarWorld at the following address: Customer Service, SolarWorld Americas LLC., 4650 Adohr Lane, Camarillo, CA 93012, USA, e-mail: customerservice@solarworld-usa.com, Phone: +1 805 388 6590; Fax: +1 805 388 6395

H Choice of law:

This Limited Warranty, including without limitation the rights and responsibilities granted hereunder, shall be governed and construed in accordance with the laws of the State of Oregon, without regard to the conflicts of law provisions thereof.

I Validity:

The following table contains all the current products to which this Limited Warranty is to be applied. Products, which do not appear in this list, are not subject to this Limited Warranty.

Sunmodule

SW 35 poly RGA	SW 80 poly RNA	SW 80 poly RSA
SW 40 poly RGA	SW 85 poly RNA	SW 85 poly RSA
SW 45 poly RGA	SW 70 poly RGB	SW 90 poly RSA
SW 50 poly RMA	SW 75 poly RGB	SW 70 mono RSA
SW 55 poly RMA	SW 80 poly RGB	SW 75 mono RSA
SW 50 poly RHA	SW 85 poly RGB	SW 80 mono RSA
SW 60 poly RHA	SW 90 poly RGB	SW 85 mono RSA
SW 70 poly RHA	SW 100 poly R6A	SW 90 mono RSA
SW 70 poly RIA	SW 110 poly R6A	SW 70 mono RCB
SW 75 poly RIA	SW 120 poly R6A	SW 75 mono RCB
SW 80 poly RIA	SW 130 poly R6A	SW 80 mono RCB
SW 85 poly RIA	SW 135 poly R6A	SW 85 mono RCB
SW 90 poly RIA	SW 140 poly R6A	SW 90 mono RCB

J State Law:

This Limited Warranty is expressly intended to exclude all other express or implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose, to the periods set forth herein. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on implied warranties or the exclusion or limitation of damages, so some of the above limitations may not apply to you.

K Severability:

If any provision of this Limited Warranty is held unenforceable or illegal by a court or other body of competent jurisdiction, such provisions shall be modified to the minimum extent required such that the rest of this Limited Warranty will continue in full force and effect.

Camarillo, 01.07.2011


Kevin Kilkelly
President
SolarWorld Americas LLC


Raju Yenamandra
Vice President, Sales and Marketing
SolarWorld Americas LLC



We turn sunlight into power.