

# Sunmodule<sup>®</sup> Protect

## 30-YEAR LIMITED WARRANTY

Valid from 11.01.2014



By purchasing the solar modules (hereafter referred to as: products) from SolarWorld Americas Inc. ("SolarWorld"), you have chosen a level of quality, which meets the highest requirements. SolarWorld assumes that use in accordance with regulations 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) the rights which are presented below:

### A - Limited product warranty:

- SolarWorld provides you with a warranty for the functional capability of the products until ten years has elapsed since 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 aluminium 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 - Limited performance guarantee:

- SolarWorld guarantees that the actual output of the product will amount to at least 97 % of effective output during the first year after purchase of the product and as of the second year after purchase of the product, the effective output will decline annually by no more than 0.35 % for a period of 29 years, so that by the end of the 30th year after purchase an actual output of at least 86.85 % of effective output will be achieved. In the event of a negative deviation of actual product performance from the so-called threshold values, SolarWorld will either supply you with replacement products, which make it possible to maintain actual performance, carry out repairs, which make it possible to achieve actual performance or provide you with financial compensation for the lower performance of the product. During the first 15 years of the guarantee period SolarWorld will exclusively either supply replacement products, which make it possible to maintain the actual performance or carry out repairs, which make such an actual performance possible. After 15 years of the guarantee period SolarWorld is free to also grant financial compensation for the lower performance of the products.
- When replacement products are supplied, there is no entitlement for the use of new products or those which are as good as new. On the contrary, SolarWorld is authorised to also supply used and/ or repaired products as replacements.

### C - Further conditions of entitlement:

- The period of the performance guarantee under B) is restricted to a period of 30 years from 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 reinstallation of products, as well as other expenditure by the end-customer or seller.
- Ownership of all products which have been replaced passes 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 11.01.2014. 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](http://www.solarworld-usa.com).

### D - Assertion of claims:

The assertion of the services specified under A) and B) requires you (i) to inform the authorised 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. The connecting factor for the recognition of the occurrence of a defect is acknowledgement of material and/or processing errors for claims from the product guarantee (letter A). For claims from the performance guarantee (letter B) the connecting factor is acknowledgement of the lower 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 be ensured only if the product is properly assembled, used and operated. 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 a loss of the products' performance.
  - Exchange, repair or modification of the products, if this was not undertaken correctly and professionally.
  - Incorrect use of the products.
  - Vandalism, destruction through external influences and/or persons/animals.
  - Incorrect storage or inappropriate transport before installation, if this leads to defects and/or a loss of the products' performance.
  - Damage to the customer system or incompatibility of the customer's system equipment with the products, if this leads to defects and/or a loss of the products' performance.
  - Use of products on mobile units such as vehicles or ships.
  - Influences such as dirt or contamination on the faceplate; contamination or damage by e. g. smoke, extraordinary salt contamination, or other chemicals.
  - Force majeure such as flooding, fire, explosions, falling rocks, 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 - Exclusive remedy:

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 addresses: Customer Service, SolarWorld Americas Inc., 25300 NW Evergreen Road, Hillsboro, OR, 97124, USA. Email: [customerservice@solarworld-usa.com](mailto:customerservice@solarworld-usa.com). Phone: (855) 467-6527. Fax: (503) 844-3403.

### 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 also not subject to this Limited Warranty.

### Sunmodule Protect/black/laminate

SW 245 poly	SW 250 poly	SW 255 poly	SW 260 poly
SW 265 poly	SW 270 poly	SW 265 mono	SW 270 mono
SW 275 mono	SW 280 mono	SW 285 mono	SW 290 mono

### J - Exclusion of liability:

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.

Hillsboro, 11.01.2014

**Mukesh Dulani**  
President  
SolarWorld Americas Inc.

**Ardes Johnson**  
Vice President, Sales and Marketing  
SolarWorld Americas Inc.