Limited Warranty (valid from 01.01.2011)

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 Ten Year Limited Product Warranty and Twenty-Five Year Limited Service Warranty as presented below:

A Ten Year Limited Product Warranty:

1. SolarWorld guarantees the functional capability of the products for ten 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.
2. 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, Solar-World 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:

1. The products which you have purchased have a performance specification within a certain tolerance range of 3% with regard to the power output (the so-called effective output). The relevant effective output can be found on the nameplate on the reverse of the product. SolarWorld assumes that the actual output of the products will decline only slightly over a period of 25 years as of the purchase of the product.
2. SolarWorld guarantees that the actual output of the product will amount to at least 97% of effective output during the first year of operation of the product and as of the second year of the operation of the product, the effective output will decline annually by no more than 0.7% for a period of 24 years, so that by the end of the 25th year of operation an actual output of at least 80.2% 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 repair measures, which make it possible to achieve actual performance or grant you financial compensation for the reduced performance of the product. During the initial 15 years of the warranty running time, SolarWorld will exclusively either offer to supply replacement products, which will make it possible to maintain actual performance, or to carry out repair measures which make it possible to achieve such actual performance. After the expiry of 15 years of the warranty SolarWorld may freely decide to grant financial compensation for the reduced performance.
3. 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 authorized to also supply used and/or repaired products as replacements.

C Further conditions of entitlement:

1. 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.
2. 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.
3. Ownership of all products which have been replaced pass to SolarWorld.
4. 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:

1. 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:
   a. 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.
   b. Exchange, repair or modification of the products if these are not done in a proper and professional way.
   c. Incorrect use of the products.
   d. Vandalism, destruction through external influences and/or persons/animals.
   e. Incorrect storage or inappropriate transport before installation if these lead to defects and/or a reduction of performance of the products.
   f. 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.
   g. Use of products on mobile units such as vehicles or ships.
   h Influences such as dirt or contamination on the face-plate; contamination or damage by e.g. smoke, extraordinary salt contamination, or other chemicals.
   i. 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.
2. 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/Sunmodule Plus/laminate/black

SW 135 mono	SW 165 poly	SW 260 mono	SW 130 Compact mono
SW 140 mono	SW 170 poly	SW 265 mono	SW 135 Compact mono
SW 145 mono	SW 175 poly	SW 270 mono	SW 140 Compact mono
SW 150 mono	SW 180 poly	SW 275 mono	SW 145 Compact mono
SW 155 mono	SW 185 poly	SW 200 poly	SW 150 Compact mono
SW 160 mono	SW 190 poly	SW 205 poly	SW 155 Compact mono
SW 165 mono	SW 195 poly	SW 210 poly	SW 160 Compact mono
SW 170 mono	SW 200 mono	SW 214 poly	SW 165 Compact mono
SW 175 mono	SW 205 mono	SW 215 poly	SW 170 Compact mono
SW 180 mono	SW 210 mono	SW 220 poly	SW 192 Vario poly
SW 185 mono	SW 214 mono	SW 225 poly	SW 196 Vario poly
SW 190 mono	SW 215 mono	SW 230 poly	SW 200 Vario poly
SW 195 mono	SW 220 mono	SW 235 poly	SW 204 Vario poly
SW 135 poly	SW 225 mono	SW 240 poly	
SW 135 poly	SW 230 mono	SW 245 poly	
SW 140 poly	SW 235 mono	SW 250 poly	
SW 145 poly	SW 240 mono	SW 255 poly	
SW 150 poly	SW 245 mono	SW 260 poly	
SW 155 poly	SW 250 mono		
SW 160 poly	SW 255 mono		

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, 01.04.2012

Kevin Kilkelly, President
SolarWorld Americas LLC

Raju Venamandra Vice President, Sales and Marketing
SolarWorld Americas LLC

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