

## Warranty

By purchasing a solar module from SolarWorld Industries GmbH (hereinafter referred to as: product), you have chosen a level of quality, which meets the highest requirements. SolarWorld Industries GmbH assumes that use in accordance with regulations will reliably maintain the function of the product to produce electricity (hereinafter referred to as: functional capability) as well as reliably maintaining the maximum power output [ $P_{max}$ ] at STC of the product (hereinafter referred to as: performance). As a sign of our confidence in this quality SolarWorld Industries GmbH is happy to grant the owner a fully transferrable limited warranty with the rights and details which are presented below:

### A Product warranty and performance guarantee start date:

Product warranty and performance guarantee starts on the date when the product is placed into operation for first time, not to exceed 120 days after date of invoice from SolarWorld. If operation date cannot be verified, warranty start date is 30 days after date of invoice from SolarWorld.

### B Product warranty:

- SolarWorld Industries GmbH provides a warranty for the functional capability of the product beyond the duration of the statutory warranty period until twenty years has elapsed 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 of the glass. A claim in the event of glass breakage arises only to the extent that there was no external influence.
  - 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, and 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, mold, optical deterioration, discoloration and other changes, which occurred after delivery by SolarWorld Industries GmbH, do not represent defects, insofar as the change in appearance does not lead to deterioration in the functional capability of the product.
- If the product exhibit one of the above mentioned defects during this period and this has an effect on the functional capability of the product, SolarWorld Industries GmbH will repair the defective product, supply replacement products or provide the customer with an appropriate residual value of the product as compensation at its discretion.

### C Performance guarantee:

- SolarWorld Industries GmbH guarantees that the performance of the product will amount to minimum 97% of the nameplate nominal power [at STC] rating within the first year. Thereafter, the nominal power will decline no more than 0.7% per annum such that after 25 years actual output of at least 80,2% is achieved. In the event of a negative deviation of actual product performance, SolarWorld Industries GmbH, at its sole discretion, will either supply you with a replacement product, carry out repairs, or provide financial compensation equivalent to the residual value of the product at time of claim.
- When a replacement product is supplied, there is no entitlement for the use of new products or those which are as good as new. On the contrary, SolarWorld Industries GmbH is authorized to also supply used and/or repaired products as replacements.

### D Further conditions of entitlement:

- Product remains installed at its original location where it was first put into operation.
- The period of the performance guarantee under C is restricted to a period of 30 years as of the performance guarantee start date and will not be extended even in the event of a repair or exchange of a product.
- The performance of the product is to be determined as described under IEC 60904. The decisive measurement of performance is carried out by an IEC 17025 certified measuring institute (the assessment of measurement tolerances is undertaken in accordance with EN 50380 – 3.7 Power rating and production tolerance).
- The product warranty and performance guarantee do not cover transport costs to return the product or delivery of repaired or replacement products.
- The product warranty and performance guarantee do not cover the costs of installation, reinstallation of a product, or any other expenditure by the customer or seller.
- Ownership of all products which have been replaced passes to SolarWorld.
- SolarWorld Industries GmbH 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.com](http://www.solarworld.com).
- Standard Test Conditions [STC] are defined as 1,000 W/m<sup>2</sup>, 25°C, AM 1.5.

### E Assertion of claims:

The assertion of the services specified under B and C 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 H, if the seller/dealer who should be informed no longer exists (e. g. owing to business closure or insolvency). Original invoice as evidence of ownership and warranty start date verification must accompany the claim. The assertion must take place within six weeks of the identification of the defect. The return of product is permitted only after the written consent of SolarWorld Industries GmbH has been obtained.

### F Use in accordance with the regulations.

- The services described above can be ensured only if the product is properly assembled, used, and operated. Services provided by SolarWorld Industries GmbH must therefore be withdrawn if the defects to the product are not exclusively based on the product itself; 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 product's performance.
  - Exchange, repair or modification of the product, if this was not undertaken correctly and professionally.
  - Incorrect use of the product.
  - 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 product's performance.
  - Damage to the customer system or incompatibility of the customer's system equipment with the product, if this leads to defects and/or a loss of the product's performance.
  - Use of product 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, solvents, oils, 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 Industries GmbH.
2. The entitlements referred to under B and C 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.

### G Exclusion of liability:

The services mentioned in the Service Certificate exclusively represent a voluntary special service of SolarWorld Industries GmbH to expand customer rights. This does not provide an independent guarantee promise by SolarWorld Industries GmbH beyond the content of the Service Certificate. Against this background and the gratuitous granting of the Certificate, if there is a restriction of the operational capability or a shortfall in the maximum power output [ $P_{max}$ ] at STC below the performance guarantee, SolarWorld Industries GmbH is obliged only to provide the services referred to under B and C. Any liability beyond this, in particular an entitlement to compensation for losses – for whatever legal reason – which have not occurred to the product itself, are ruled out. This does not apply to the extent that there is compulsory liability with regard to personal injury or in cases of intent, gross negligence, the lack of agreed features, and for culpable infringement of important contractual obligations (cardinal obligations) or in accordance with the Product Liability Act or other legislation.

### H Your contacts:

Any correspondence with SolarWorld Industries GmbH is to be conducted via the following address: SolarWorld Industries GmbH, Martin-Luther-King-Str. 24, 53175 Bonn, Germany, e-mail: [aftersales@swi.solarworld.com](mailto:aftersales@swi.solarworld.com), telephone: +49 (0) 0228 55920-520

### I Choice of law:

The services provided on the basis of the Service Certificate are subject exclusively to German law excluding the United Nations Convention on Contracts for the International Sale of Goods as well as the conflict of law rules of International Private Law.

### J Validity:

This service certificate applies for all products with a start date from August, 16th 2017. The following table contains all the current products to which the Service Certificate is to be applied. Products, which do not appear in this list, are also not subject to the regulations of the Service Certificate.

### Sunmodule Plus

- Sunmodule Plus SW xxx mono
- Sunmodule Plus SW xxx poly

xxx stands for power values up to 330 W.

The type designation can be followed by laminate/ black/ clear.

Bonn, 16.08.2017



Dr.-Ing. E. h. Frank Asbeck  
Managing Director  
SolarWorld Industries GmbH



Markus Hund  
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