

# Service Certificate (valid from 01.01.2010)

By purchasing the Solarstrom modules from SolarWorld AG (hereinafter referred to as: products), you have chosen a level of quality, which meets the highest requirements. SolarWorld AG 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 AG 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 Product warranty:

1. SolarWorld AG provides you with a warranty that the functional capability of the products beyond the duration of the statutory warranty period until five 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 discolouration 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 AG, 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, SolarWorld AG 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 Performance guarantee:

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 AG 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 AG 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 AG will either supply you with replacement products, which make it possible to maintain actual performance, take other measures, which make it possible to achieve actual performance or reimburse you with the time value percentage of your product exclusively at its discretion.

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 AG is authorised to also supply used and/or repaired products as replacements.

## C Further conditions of entitlement

1. The period of the performance guarantee 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 recognised measuring institute or through SolarWorld AG'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 01.01.2010. SolarWorld AG 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-global.com](http://www.solarworld-global.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 14 days of the occurrence of the defect. The return of products is permitted only after the written consent of SolarWorld AG has been obtained.

## E Use in accordance with the regulations

1. The services described above can additionally be ensured only if the product is used and/or operated in accordance with the regulations as well as not having been dismantled and re-assembled in the meantime. Services provided by SolarWorld AG must therefore be withdrawn if the defects to the product are not exclusively based on the products themselves. This is e.g. the case if:

- a Delays on your part or on the part of the fitter in observing the assembly, operational and maintenance instructions or information.
- b Exchange, repair or modification of the products by persons who were not authorised by SolarWorld AG.
- c Incorrect use of the products.
- d Vandalism, destruction through external influences and/or persons/animals.
- e Incorrect storage or inappropriate transport before installation.
- f Damage to the customer system or incompatibility of the customer's system equipment with 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 AG.

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 unrecognisable.

## F Exclusion of liability

The services mentioned in the Product Certificate exclusively represent a voluntary special service of SolarWorld AG; this does not provide an independent guarantee promise by SolarWorld AG. Against this background and the gratuitous granting of the Certificate, if there is a restriction of the operational capability or a shortfall in actual output below the effective output, SolarWorld AG is obliged only to provide the services referred to under A) and B). Any liability beyond this, in particular an entitlement to compensation for losses – for whatever legal reason – which have not occurred to the products themselves, 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.

## G Your contacts

Any correspondence with SolarWorld AG is to be conducted via the following address: SolarWorld AG, Martin-Luther-King-Str. 24, 53175 Bonn, Germany.

## H Choice of law

The services provided on the basis of the Product 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.

## I Validity

The following table contains all the current products to which the Product Certificate is to be applied. Products, which do not appear in this list, are also not subject to the regulations of the Product Certificate.

### Sunmodule/Sunmodule Plus/laminate/black

SW 135 mono	SW 195 mono	SW 170 poly	SW 120 Compact poly
SW 140 mono	SW 200 mono	SW 175 poly	SW 125 Compact poly
SW 145 mono	SW 205 mono	SW 180 poly	SW 130 Compact poly
SW 150 mono	SW 210 mono	SW 185 poly	SW 135 Compact poly
SW 155 mono	SW 214 mono	SW 190 poly	SW 140 Compact poly
SW 160 mono	SW 215 mono	SW 195 poly	SW 145 Compact poly
SW 165 mono	SW 220 mono	SW 200 poly	SW 150 Compact poly
SW 170 mono	SW 225 mono	SW 205 poly	
SW 175 mono	SW 230 mono	SW 210 poly	
SW 180 mono	SW 235 mono	SW 214 poly	SW 130 Compact mono
SW 185 mono	SW 240 mono	SW 215 poly	SW 135 Compact mono
SW 190 mono	SW 245 mono	SW 220 poly	SW 140 Compact mono
		SW 225 poly	SW 145 Compact mono
		SW 230 poly	SW 150 Compact mono
		SW 235 poly	SW 155 Compact mono
		SW 240 poly	SW 160 Compact mono

Bonn, 01.01.2010

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