

## Service-Certificate

By purchasing the solar inverters 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 convert electricity from DC to AC and feed it into the mains (hereinafter referred to as: functional capability). 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 or has had put the products into operation correctly for the first time or the person who has legitimately purchased the products from such an end-customer as before mentioned without any modifications) the rights which are presented below:

### A PRODUCT WARRANTY

1. SolarWorld AG provides you with a warranty for the functional capability of the products beyond the duration of the statutory warranty period until that the product will not suffer from any material or processing defects which will limit the functional capability of the solar inverter; provided that the product is installed correctly and used in accordance with regulations as described in the installation instructions SolarWorld AG provides the product warranty

- until five years have elapsed since the purchase of the product (standard warranty) or
- until ten years have elapsed since the purchase of the product if the product is registered in the SolarWorld Sontrol portal within 6 months after purchase of the product.
- until ten years have elapsed since the purchase of the product and a 5 year warranty extension has been purchased and registered in the SolarWorld Sontrol portal prior the end of the standard warranty (a).

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 FURTHER CONDITIONS OF ENTITLEMENT

1. 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.

2. Ownership of all products which have been replaced passes to SolarWorld AG.

3. The term of the rights granted to you in this Certificate in paragraphs A) starts with the original purchase of the products. 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.com](http://www.solarworld.com).

### C ASSERTION OF CLAIMS:

The assertion of the services specified under A) 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 F), 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 shall take place within six weeks of the occurrence of the defect. The return of products is permitted only after the written consent of SolarWorld AG has been obtained.

### D USE IN ACCORDANCE WITH THE REGULATIONS / FORCE MAJEURE:

1. The services described above can be ensured only if the product is properly assembled, used and operated. Services provided by SolarWorld AG must therefore be withdrawn if the defects to the product are not exclusively based on the products themselves; e. g. in the following cases:

- Neglect on your part or on the part of the installer in observing the assembly, operational and maintenance instructions or information.
- Repair or modification of the products, if this was not undertaken correctly and professionally and with written consent of SolarWorld AG.
- Noncompliance of maintenance work and instructions for care, which are recommended in the manual
- Incorrect use or operation beyond the voltage limit (overvoltage) of the products.
- Vandalism, painting of the box, 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 product when the root cause is given by the customer's peripheral system equipment
- Influences such as dirt or contamination; contamination or damage by e.g.

smoke, extraordinary salt contamination, or other chemicals.

- Force majeure/ natural phenomenon 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 AG.

2. The entitlements referred to under A) will not be granted if and as soon as the manufacturer's labels or serial numbers on the solar inverters have been changed, deleted, peeled off or made unrecognizable.

### E EXCLUSION OF LIABILITY:

The services mentioned in the Service Certificate exclusively represent a voluntary special service of SolarWorld AG to expand customer rights. This does not provide an independent guarantee promise by SolarWorld AG 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 SolarWorld AG is obliged only to provide the services referred to under A). 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.

### F YOUR CONTACTS:

Please refer to [www.solarworld.com](http://www.solarworld.com) to find the specific contact address for your country for raising a claim for defective products.

Any claim raised is to be conducted in writing or electronic form. In case of doubt you may always contact us in writing under SolarWorld AG, Martin-Luther-King-Str. 24, 53175 Bonn, Germany.

### G 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.

### H VALIDITY:

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.

Sunplug eco 1.2 TL1i  
Sunplug eco 2.0 TL1i  
Sunplug eco 3.0 TL1i  
Sunplug eco 3.6 TL1i  
Sunplug eco 4.2 TL1i  
Sunplug eco 3.2 TL3i  
Sunplug eco 4.4 TL3i  
Sunplug eco 5.5 TL3i

Sunplug eco 1.2 TL1x  
Sunplug eco 2.0 TL1x  
Sunplug eco 3.0 TL1x  
Sunplug eco 3.6 TL1x  
Sunplug eco 4.2 TL1x  
Sunplug eco 3.2 TL3x  
Sunplug eco 4.4 TL3x  
Sunplug eco 5.5 TL3x

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Dipl.-Ing. Jürgen Stein  
CPO  
SolarWorld AG



Dipl. Wirtschaftsling. Frank Henn  
CSO  
SolarWorld AG