

Service Certificate



SolarWorld AG Guarantee for System and Frame Technology

With the system and frame technologies of SolarWorld AG you purchased quality that meets highest demands. As a sign of trust in this quality, SolarWorld AG is pleased to be able to grant you, the end customer (i.e. the party who initially put the system and frame technology properly into operation or the party who made an authorized purchase of the system and frame technology without modifications from such end customer) in addition to the general service certificate the additional rights in components of the system and frame technology (components according to the currently applicable instruction sheet and job-related system planning) (henceforth: "components") as described in the following:

A Guarantee

- 1 SolarWorld guarantees their components to be free of material or processing defects affecting component or overall system functionality beyond the statutory period of guarantee for a up to ten years from purchase of the system and frame technology. The appearance of the components as well as external impairments do not constitute a defect unless the change in appearance results in impairment of the component's and/or overall system's functionality.
- 2 Should the components exhibit any material or processing-related defect adversely affecting the component and/or system and frame technology functionality during this warranty period, at its discretion, SolarWorld will repair the defective components, deliver replacement products or compensate the customer by paying a reasonable amount for the residual value of the components concerned. All components replaced will become the property of SolarWorld.
- 3 The period during which these rights are granted to you under these warranty terms begins on the date the system and frame technology is originally purchased provided the original end customer obtained it after 10/1/2013. SolarWorld AG reserves the right to modification of these voluntary special services as laid out in this document at any time. However, the above does not affect any system and frame technology purchase already completed that involve special services as laid out in this document. You may check the currently valid version of this document at any time at www.solarworld.de.

B Assertion of claims

The assertion of services specified under A is subject to the requirement that you (i) provided the authorized seller/dealer with written notification of the alleged defect or, (ii) in case the actual seller/dealer to be notified no longer exists (e.g. due to business closure or bankruptcy), you send this written notification directly to the address provided under E. Any notification of defects must include the original sales receipt for proof of purchase and time of purchase of the SolarWorld system and frame technology. The claim must be asserted within six weeks of becoming aware of such defect. Components can be returned only upon written authorization by SolarWorld AG.

C Use as intended

- 1 Apart from that, the services described above can be granted only if the overall system and components were used, operated and assembled properly. For this reason, SolarWorld AG services must be precluded unless the component defects can be ascribed solely to the components themselves. This is the case in situations, such as:
 - a You or the installer failed to observe the instruction sheets and comments regarding assembly, operation and service if this failure is the cause of the product defects.
 - b Replacement, repair or modification of components unless carried out in a professional manner.
 - c Improper use of components or system and frame technology.
 - d Vandalism, destruction as a result of external influences and/or persons /animals.
 - e Improper storage or improper transportation prior to installation if this is the cause for the product defects.
 - f Damage to on site system or lack of compatibility of on site system equipment with components and/or system and frame technology if this is the cause of the product defects.
 - g Use of components and/or system and frame technology on mobile units such as vehicles or ships.
 - h Influences like dirt, soiling or damage, such as smoke, extreme salt load or other chemicals.
 - i Force majeure, such as flooding, fire, explosions, falling rocks, direct or indirect lightning strike or other external weather conditions, such as hail, windstorms, tornadoes, sand storms or other circumstances beyond the sphere of influence of SolarWorld AG.

- 2 The above claims are not honored if and when manufacturer labels or serial numbers are changed, deleted, removed or rendered unidentifiable.

D Disclaimer

The above services are voluntary special services by SolarWorld AG for expansion of customer rights only; they do not constitute an independent promise of guarantee on the part of SolarWorld AG. Against this backdrop and given that the extension of the warranty period is free of charge, in the event of impaired functionality, SolarWorld AG is obligated solely to providing the aforementioned services. Any liability in addition, in particular any claims for damages not originated on the components or the system and frame technology regardless of legal grounds is excluded. This provision is not applicable in the event of personal injury or instances of intent, gross negligence, lack of agreed characteristics and culpable breach of material contractual obligations (cardinal obligations) or liability is mandatory based on product liability regulations and/or any other legal grounds.

E Your contacts

Any correspondence with SolarWorld AG is to be addressed as follows:
SolarWorld AG, Martin-Luther-King-Str. 24, 53175 Bonn, Germany,
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F Applicable law

Services granted based on these guarantee provisions are subject to German law to the exclusion of the UN Convention on the International Sale of Goods and conflicts of law principles of the IPR.

G Applicability

The following is a current and complete listing of products subject to the guarantee. Products not included in this list are not subject to the guarantee provisions. SolarWorld AG solar power modules are covered by the applicable service certificate.

Sunfix plus
Sunfix Bisun
Sunfix ground mounting
Sunfix aero
Sundeck
SunPlain
SunCarport
Suntub

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