



Terms and Conditions:

SolarWorld Americas Inc. Dual Warranty™ Protection Registration Terms

By registering for the SolarWorld Dual Warranty™ you grant SolarWorld Americas Inc. the authority to purchase a 3rd party warranty policy on your behalf.

THIS AGREEMENT (the “Agreement”) is made on behalf of the original end-user customer (“Customer”) and the 3rd party warranty provider (“Provider”) and is binding upon Customer when services are purchased. This agreement is retroactively effective as of the date of the initial purchase order for the services (“Effective Date”).

WARRANTY: REDEMPTION PROCESS & DETAILS

1. To redeem and claim the year warranty, all details and submissions must be registered using the website address shown at the top of the page
2. Upon registration the Customer will be sent an email confirmation with notification of registration and a related reference number.
4. A copy of your receipt, invoice or purchase agreement **MUST** be retained by Customer as proof of purchase
5. All information required under the Extended Warranty online registration process must be provided and must be accurate.

WHEREAS, Provider offers certain fee-based extended warranty services in the United States in conjunction with the purchase of certain approved solar panel products.

WHEREAS, Customer desires to purchase one or more of the extended services (hereinafter the “Services”) for certain Provider products (hereinafter the “Product(s)").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:



EXTENDED WARRANTY SERVICES

1. TERMS AND CONDITIONS.

(a) This Agreement includes the terms and conditions under which the Services shall be performed, and contains, among other things, warranty disclaimers and limitations of liability. PURCHASING SERVICES CONSTITUTES CUSTOMER'S AGREEMENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

(b) CUSTOMER SHALL NOT BE ELIGIBLE FOR THE SERVICES UNTIL THE PRODUCT IS REGISTERED WITH PROVIDER.

(c) This Agreement may only be modified as set forth herein and any different or additional terms of any related purchase order, confirmation, or similar form, even if signed by the parties after the Effective Date hereof, shall have no force or effect.

(d) Provider reserves the right to (i) amend this Agreement from time to time effective upon posting of the revised terms and conditions to its website at www.solarinsure.com

(e) By purchasing Services, Customer agrees it received, read, understood and accepts the applicable terms and conditions set forth in the Extended warranty Agreement.

2. **AUDIT.** Provider reserves the right to audit Customer's use of the Services for the Product(s) registered under the terms of this Agreement for purposes of verifying eligibility. Customer agrees to cooperate with verification of eligibility hereunder and to ensure compliance with the terms of this Agreement in a mutually agreeable manner.

3. **TERM.** This Agreement shall start on the Effective Date, and shall automatically expire upon expiration of the last remaining service duration selected. Notwithstanding the foregoing, Customer shall not be entitled to Services under this Agreement for any Product for which the period of warranty or extended warranty has expired or is otherwise void.

4. **TERMINATION.** This Agreement may be terminated:

(a) by the non-defaulting party in the event of a default in the performance of any material provision of this Agreement (including the payment of fees), if the default is not cured within thirty (30) days of written notice of the non-breaching party's intent to terminate;



(b) By either party if the other party (i) makes a general assignment for the benefit of creditors, (ii) is adjudicated bankrupt, (iii) files a voluntary petition for bankruptcy or reorganization, or has a petition filed against it for an adjudication in bankruptcy or reorganization and such petition is not dismissed within sixty (60) days, or (iv) applies for or permits the appointment of a receiver, trustee or custodian for any of its property or assets, the other party may terminate this Agreement immediately upon notice.

5. EFFECT OF TERMINATION. Upon termination or expiration of this Agreement for any reason, the rights and obligations of the parties hereunder will cease, except that the limitations of liability and any payment obligations hereunder will survive.

6. WARRANTY. Provider agrees to perform the selected Services in a workmanlike manner. In the case of Technical Support Services, Provider does not warrant or guarantee that a problem will be solved or that any item will be error-free. This Agreement and the Services are only applicable to Product(s) under original or extended warranty, which are running under the certified environments specified in the release notes for that Product. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES ARE PROVIDED "AS IS."

7. LIMITATIONS OF LIABILITY. Provider shall not be liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. Provider' liability hereunder shall not exceed the fees that Customer has paid under this Agreement. Customer agrees that the pricing for the Services would be substantially higher but for these limitations.

8. GENERAL.

(a) Relationship of Parties. This Agreement is not intended as a consulting agreement between the parties.

(b) Modifications. Subject to Section 1 above, this Agreement may not be modified or altered except by written instrument duly executed by both parties.



(c) Choice of Law and Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts wholly executed and wholly to be performed in California without regard to conflict of laws provisions. Both parties consent to the exclusive venue and personal jurisdiction of the state and federal courts located in Orange County, California for any lawsuit arising from or relating to this Agreement. The prevailing party in any action related to this Agreement shall have the right to recover its reasonable expenses including attorneys' fees.

(d) Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however that Provider shall have the right to assign this Agreement without the other party's consent to: (i) a parent corporation or entity; (ii) any subsidiary corporation or entity; or (iii) in connection with the sale of all or substantially all of its assets. Any attempted assignment in violation of this Section will be null and void.

(e) Confidential Information. Neither party will disclose its confidential information to the other, except under a specific non-disclosure agreement.

(f) Notices. Except as otherwise provided under this Agreement, all notices must be in writing, reference this Agreement and will be deemed given: (i) when delivered personally; (ii) when sent by confirmed facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipts.

(g) No Waiver. The waiver of a breach or failure to enforce any obligation herein will in no way be construed as a waiver of any other breach or obligation herein.

(h) Severability. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement at a whole, which will at all times remain in full force and effect.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute the same instrument.



(j) Force Majeure. Except for payment obligation, neither party shall be liable for the performance of its obligations under this Agreement if it becomes commercially impracticable to perform due to any contingency beyond the reasonable control of that party, including as a result of disruptions of transportation facilities, inability to obtain supplies or materials, failures or breaches by suppliers, acts of government, strikes, labor disputes, power or telecommunications disruptions, judicial action, or any other act of God (“Force Majeure”) and the obligation of a party to perform hereunder shall be suspended during the occurrence of a Force Majeure.

BY CLICKING “I AGREE TO THE TERMS AND CONDITIONS” I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT MISREPRESENTATIONS OR INCORRECT INFORMATION PROVIDED TO SOLARWORLD AMERICAS INC. MAY RESULT IN CANCELLATION OF THE AGREED TO PRODUCTS OR SERVICES OR DENIAL OF CLAIMS.