



SolarWorld Americas LLC (“SolarWorld”) warrants to the original buyer (“Buyer”) at the original installation site, that any of the Sunfix® Plus or Sunfix® Ground Mount components (the “Product(s)”) purchased from SolarWorld shall be free from defects in materials and workmanship for a period of ten (10) years from the date of shipment, except for the anodized finish which shall be free from visible peeling, or cracking or chalking under normal atmospheric conditions for a period of five (5) years from the date of shipment (each, as appropriate, the “Warranty Period”). The warranty for the anodized finish does not apply to any foreign residue deposited on the finish. All installations in corrosive atmospheric conditions are excluded. Buyer may transfer this Warranty to subsequent owners, or if Buyer is a contractor to the property owner, any subsequent transferee of which SolarWorld has advance notice, proof of purchase is required.

This Warranty covers only the Product, and not photovoltaic (PV) modules, electrical components or wiring used in connection with the Product, or other products of SolarWorld. This Warranty shall be void if A) installation of the Product is not performed in accordance with the SolarWorld Product information, B) the Product has been modified, repaired, or reworked in a manner not previously authorized by SolarWorld in writing, or C) the Product is installed in an environment for which it was not designed, each as determined in SolarWorld’s sole discretion.

If, within the Warranty Period, the Product shall be proven in SolarWorld’s sole discretion to be defective, then Buyer’s sole and exclusive remedy, and SolarWorld’s only obligation for breach of warranty for Products hereunder, shall be, at SolarWorld’s option in its sole discretion, to either repair or replace the defective Product, or any part thereof. Any such repair or replacement does not constitute a new Warranty Period, nor shall the Warranty Period of this Limited Warranty be extended by any such repair or replacement. Buyer shall bear all costs of shipment or transportation related to the repair or replacement of the defective Product. Such repair or replacement shall be Buyer’s sole remedy under this Limited Warranty, and does not include on-site physical installation of repaired or replaced product and shall fulfill SolarWorld’s obligations with respect to this Limited Warranty. The provision of the above remedy shall be conditioned upon notification and substantiation as may be required by SolarWorld.

Warranty Limitations

The warranties and remedies for breach of warranty provided for herein extend only to use of Products at their site of original end user installation and do not cover, and SolarWorld shall not be liable for, (i) damage to the Product that occurs during its shipment, storage, and installation, (ii) any product, component, accessory or part not supplied by SolarWorld, (iii) abnormal wear and tear or damage, (iv) any cause beyond or not contemplated by the Warranty and outside the reasonable control of SolarWorld, including conditions caused by movement, settlement or structural defects of the environment or other components in which the Products are installed, any conditions proximately caused by intentional misconduct of others, improper use or third party negligence, or (v) damage proximately caused by anyone except SolarWorld employees, contractors or agents. If any provision of this Limited Warranty is held unenforceable or illegal by a court or other body of competent jurisdiction, such provisions shall be modified to the minimum extent required such that the rest of this Limited Warranty will continue in full force and effect.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARISING BY OPERATION OF LAW, TRADE OR COURSE OF DEALING INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, USE OR APPLICATION. SOLARWORLD SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN PRODUCT, OR FROM USE OR INSTALLATION. SOLARWORLD’S TOTAL LIABILITY TO BUYER (REGARDLESS OF THE NATURE OF THE CLAIM) SHALL BE LIMITED TO THE TOTAL PURCHASE PRICE OF THE PRODUCTS PURCHASED FROM SOLARWORLD BY BUYER. UNDER NO CIRCUMSTANCES SHALL SOLARWORLD BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, INCLUDING WITHOUT LIMITATION RELATING TO LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION OR LOSS OF REVENUES.