

Sunmodule[®] Protect / Bisun

30-YEAR LIMITED WARRANTY

Valid from May 1, 2018



By purchasing the solar modules identified in Section J below (hereafter referred to as: “products”) from SolarWorld Americas Inc. (“SolarWorld”), you have chosen a level of quality that meets SolarWorld’s high standards. Use of the products in accordance with regulations will reliably maintain their function 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 is happy to grant you (the end-user who first put the products into operation correctly or the person who has purchased the products from such an end-user during the warranty term) a 30-Year Limited Warranty under the terms and conditions below:

A - Limited 20-year product warranty:

1. SolarWorld warrants to the end user that the products will be free from defects in materials and workmanship. This warranty lasts for twenty (20) years from the date of purchase. Subject to the conditions contained in this warranty, SolarWorld specifically warrants that:
 - the glass will not cloud or discolor;
 - the cable and connector plug will function, if they are installed professionally and not positioned in water.
 - the aluminum frames will not suffer damage due to freezing.

B - Limited 30-year performance guarantee:

1. SolarWorld warrants to the end user that the actual output of the product, as measured by SolarWorld, will amount to at least 97% of its initial effective output during the first year after purchase of the product, and as of the second year after purchase of the product, the effective output will decline annually by no more than 0.35% for a period of 29 years, so that as of the end of the 30th year after purchase, an actual output of at least 86.85% of effective output will be achieved.

C - What SolarWorld Will Do:

1. **20-Year Product Warranty:** If the product exhibits a covered defect that affects its functional capability during this 20-year warranty period, SolarWorld will (at SolarWorld’s discretion) either (a) repair the defective product; (b) supply a replacement product; or (c) pay the end-user the then-current market value of the product.
2. **30-Year Performance Guarantee:** If the threshold output values are not met in any year during the first 15 years of the 30-year term, SolarWorld will (at SolarWorld’s discretion) either (a) repair the defective product or (b) supply a replacement product. Between the 16th and 30th year of coverage, SolarWorld may (at SolarWorld’s discretion) either (a) repair the defective product; (b) supply a replacement product; or (c) pay the end-user the then-current market value of the product.
3. **Replacement products:** If replacement products are supplied, SolarWorld may provide used and/or repaired products at SolarWorld’s discretion.

D - Conditions for Warranty Service:

1. SolarWorld, in its sole discretion, will determine whether the product warranty under paragraph A or the performance guarantee under paragraph B applies to your claim.
2. The performance guarantee under paragraph B expires after 30 years from the date the product was first purchased and will not be extended even in the event of a repair or exchange of a product.
3. SolarWorld will verify the effective output and the actual output of the products using standard test conditions, as described under IEC 60904. The decisive measurement of performance will be carried out by a recognized measuring institute or through SolarWorld’s own measurements (in accordance with EN 50380).

4. If a defective product is exchanged for a replacement product, SolarWorld will own the defective product upon receiving it.
5. The warranty terms described in paragraphs A and B each begin on the date of the original purchase of the product, insofar as the product was purchased by the original end-user after January 1, 2017. For products purchased before this date, please contact your installer or SolarWorld at the address in Section H for the applicable warranty.
6. Warranty service is unavailable if the manufacturer’s labels or serial numbers on the products have been changed, deleted, peeled off or made unrecognizable.

E - How to get service:

To obtain warranty service, you must inform the authorized seller/dealer of the product of the alleged defect in writing. If that seller/dealer no longer exists, you may send this written notification to the address in Section H. You must include the original sales receipt (as evidence of the time of the purchase of the SolarWorld products) with any warranty claim. The claim must be made within six weeks of your discovery of the defect. After submitting a claim, SolarWorld will provide you with a questionnaire to determine the source of the defect. If SolarWorld determines that the defect is covered under this warranty, it will issue a return authorization. You must obtain a return authorization from SolarWorld before shipping any products to SolarWorld. Warranty service does not include transportation costs to return the products or new delivery of repaired or replacement products. It also does not cover the costs of troubleshooting, diagnosis, removal, installation or reinstallation of products. Removal of the products must be performed in accordance with applicable local codes and SolarWorld installation instructions.

F - Exclusions:

1. Warranty service is available only if the product is properly assembled, used, operated and maintained in accordance with all applicable local codes and SolarWorld installation instructions. The 20-year warranty and 30-year guarantee do not apply in the following cases:
 - a. Defects caused by improper storage, transportation, handling, installation, assembly, operation or maintenance not in accordance with SolarWorld specifications and manuals, either by you, an installer or delivery.
 - b. Improper or incorrectly performed exchange, repair or any modification of the products.
 - c. Failure caused by neglect, abuse, misuse or improper upkeep and maintenance.
 - d. Damage to the cable caused by abrasion on a rough surface due to insufficient fixing or unprotected running of the cable over sharp edges.
 - e. Damage to the preexisting customer system or incompatibility of the products with the customer’s preexisting system equipment.
 - f. Use of products on mobile units such as vehicles or water vessels.
 - g. Dirt or debris on the faceplate
 - h. Damage caused by smoke, salt, or other chemicals or corrosive substances.
 - i. Damage or failures caused by external factors (including weather, animals, vandalism, accidents and the like).
 - j. Scratches, stains, mechanical wear, rust, mold, optical deterioration, discoloration and other changes that occurred after delivery that do not affect product performance, other than discoloration of the glass.
 - k. Force Majeure events such as flooding, fire, explosions, falling rocks, lightning strikes or other extreme weather conditions such as hail, hurricanes, whirlwinds, sandstorms, and other circumstances outside the control of SolarWorld.

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G - Exclusive remedy; disclaimer; limitation of liability:

The remedies set forth in this Limited Warranty are the sole and exclusive remedies available to you as a product purchaser. SolarWorld shall not be liable for damage, injury or loss arising out of or related to a product except as set forth in this Limited Warranty. UNDER NO CIRCUMSTANCES WILL SOLARWORLD BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, PERSONAL INJURY OR PROPERTY DAMAGES (INCLUDING DAMAGES TO ANY STRUCTURE OR ITS CONTENTS) IN ANY WAY CONNECTED WITH A PRODUCT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOLARWORLD'S AGGREGATE LIABILITY, IF ANY, SHALL BE LIMITED TO A PRODUCT'S PURCHASE PRICE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED WARRANTY REMEDY.

H - Your contacts:

To receive service under this Limited Warranty, please contact the authorized seller/dealer of your product or SolarWorld at the following addresses:

Customer Service
SolarWorld Americas Inc.
4050 NE Evergreen Rd, Hillsboro, OR, 97124, USA
Email: customersupport@solarworldusa.com
Phone: (855) 467 6527. Fax: (503) 844 3403

I - Choice of law; disputes:

This Limited Warranty, including without limitation the rights and responsibilities granted hereunder, shall be governed and construed in accordance with the laws of the State of Oregon, without regard to the conflicts of law provisions thereof.

By purchasing, installing and using the product(s), you agree that all controversies arising out of, or relating in any way to this Limited Warranty shall be resolved by arbitration, using a panel of three (3) arbitrators, under the auspices of the American Arbitration Association, in Portland, Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in force. Any such arbitration shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated, or similar basis. You understand and agree that you are waiving rights to seek remedies in court, including the right to a jury trial, and that you are waiving the right to pursue a claim as a class action or by class or multi-party arbitration. In the event any term or provision of this paragraph shall to any extent be invalid or unenforceable, the remainder of this provision shall be valid and enforced to the fullest extent permitted by law. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable.

J - Validity:

The following table contains all the current products to which this Limited Warranty is to be applied. Products that do not appear in this list are not covered by this Limited Warranty.

Sunmodule Protect / Sunmodule Bisun

- Sunmodule Protect SWA xxx mono
- Sunmodule Bisun SWA xxx duo

xxx stands for power values up to 300 W.

Products with "SW" in their name sold after the effective date are covered by this policy.

The type designation can be followed by laminate/black/clear.

K - Exclusion of liability; state laws:

SOLARWORLD LIMITS THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state-to-state. Some states do not allow limitations on implied warranties or the exclusion or limitation of damages, so some of the above limitations may not apply to you.

L - Severability; entire warranty:

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. This document contains the entire warranty, liability and obligation of SolarWorld with respect to the products and may not be altered or modified other than in writing signed by an authorized representative of SolarWorld. It may not be altered by any wholesaler, dealer, or contractor.

Hillsboro, May 1, 2018

Jürgen Stein
President
SolarWorld Americas Inc..

Shane Messer
Vice President, Sales and Marketing
SolarWorld Americas Inc.