

Warranty Terms 2009

Limited Warranty for PV Modules

1. Limited Product Warranty – Five Years Repair, Replacement or Refund Remedy

Wuxi Suntech Power Co., Ltd. (SUNTECH POWER) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending Sixty (60) months from the date of sale to the customer of the SUNTECH POWER product (CUSTOMER), SUNTECH POWER will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER (SALES DATE). The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the Sixty (60) months period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Limited Peak Power Warranty”).

2. Limited Peak Power Warranty - Limited Remedy

12 years

If, within a period of twelve (12) years from the Sales Date any MODULE(s) exhibits a power output less than 90 % of the minimum “Peak Power at STC”¹ as specified as of the Sales Date in SUNTECH POWER’s Flash Report, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in material or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of SUNTECH POWER or (2) refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 90% of the minimum “Peak Power at STC”¹ as specified as of the Sales Date in SUNTECH POWER’s Flash Report.

25 years

If, within a period of twenty-five (25) years from the date shown in the invoice to the CUSTOMER any MODULE(s) exhibits a power output less than 80% of the minimum “Peak Power at STC”¹ as specified as of the Sales Date in SUNTECH POWER’s Flash Report, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in material or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of SUNTECH POWER or (2) refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 80% of the minimum “Peak Power at STC”¹ as specified as of the Sales Date in SUNTECH POWER’s Flash Report.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited Peak Power Warranty”.

3. Exclusions and Limitations

- (1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.
- (2) The “Limited Product Warranties” and the “Limited Peak Power Warranties” do not apply to any MODULES which have been subjected to:
 - ◆ Misuse, abuse, neglect or accident;
 - ◆ Alteration, improper installation or application;
 - ◆ Non-observance of SUNTECH POWER’ s installation and maintenance instructions;
 - ◆ Repair or modifications by someone other than an approved service technician of SUNTECH POWER;
 - ◆ Power failure surges, lighting, flood, fire, accidental breakage or other events outside SUNTECH POWER’ s control.
- (3) Both the “Limited Product Warranties” and “Limited Peak Power Warranties” do not cover any costs associated with installation, removal or re-installation of the PV-modules and (except as explicitly set forth in the final paragraph of Section 5) customs clearance or any other costs for return of the MODULES.
- (4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, removed or made illegible.
- (5) This “Limited Warranty for PV Modules” does not apply to MODULES marked as “Grade A” or “Grade B”. SUNTECH POWER explicitly refers to their “Limited Warranty for PV Modules marked Grade A”, their “Special Limited Warranty for PV Modules marked Grade B” reflecting these categorized modules.

4. Limitation of Warranty Scope

These “Limited Warranties for PV Modules” as set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of SUNTECH POWER, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by SUNTECH POWER. SUNTECH POWER 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 MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall SUNTECH POWER be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. SUNTECH POWER’ s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranties for PV Modules”, an immediate notification directly to SUNTECH POWER shall be filed by mailing a registered letter in writing to the address of SUNTECH POWER listed hereunder, or, sending an email letter to the email account of SUNTECH POWER listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the date on which the MODULES have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization has been given by SUNTECH POWER. In connection with both the “Limited Product Warranties” and “Limited Peak Power Warranties”, SUNTECH POWER shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by SUNTECH POWER customer service department.

6. Severability

If a part, provision or clause of this “Limited Warranty for PV Modules”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “Limited Warranty for PV Modules”, and to this end such other parts, provisions, clauses or applications of this “Limited Warranty for PV Modules” shall be treated as severable.

7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by SUNTECH POWER.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

8. Various

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this “Limited Warranty for PV-Modules” be extended. Any replaced MODULES shall become the property of SUNTECH POWER made for their disposal. SUNTECH POWER has the right to deliver another type (different in size, color, shape and/or power) in case SUNTECH POWER discontinued producing the replaced MODULES at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

10. Force Majeure

SUNTECH POWER shall not be responsible or liable in any way to the customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this

"Limited Warranty for PV Modules", due to acts God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of such SUNTECH. In such cases, performance by SUNTECH of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. Validity

This "Limited Power Warranty for PV Modules" is valid for all MODULES dispatched between 1st January 2009 and 31st December 2009.

1 "Peak Power at STC" is the power in Watt peak that a PV- module generates in its Maximum Power Point. "STC" are as follows:

(a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m^2 and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of SUNTECH POWER valid at the date of manufacture of the PV-modules.

This "Limited Power Warranty for PV Modules" will become null and void if the MODULE is transferred from the original continent of origin (i.e. North America). All customers, direct and indirect, are hereby notified of such potential nullification.

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