

## LIMITED MANUFACTURER'S WARRANTY FOR PV-MODULES

Valid as of January 01, 2014

**Congratulations, you have decided on the purchase of SUNTECH-products with a long operating life. Suntech Photovoltaic-Modules have a 10-year warranty on material and workmanship as well as a 25-year linear warranty on performance (for more detailed information see below).**

### I. General Terms

This warranty is provided by Wuxi Suntech Power Co., Ltd, 9 Xinhua Road, Wuxi New District, China 214028 (SUNTECH POWER) and applies to the following Standard-PV-Modules (PV-Modules) with the following classifications (MODULE-TYPE):

STPXXX(S)-24/Ad(b)(+)	(XXX = 170-320)
STPXXX(S)-18/Ud(b)(+)	(XXX = 170-320)
STPXXX(S)-20/Wd(b, j)(+)	(XXX = 170-320)
STPXXX(S)-24/We(b)(+)	(XXX = 170-320)
STPXXX(S)-24/Vd(b)(+)	(XXX = 170-320)
STPXXX(S)-24/Ve(b, r)(+)	(XXX = 170-320)
PlutoXXX-Zd(a, e, m)	(XXX = 170-320 / Z=A,U,V,W)
MSZXXX-J-C	(XXX = 170-200)
MSZXXX-J-D	(XXX = 170-200)

XXX stands for the performance classification of a PV-module. S/Z/d/+/b/e/m/j/r/x/J/C/D defines the individual module variants, as described in the corresponding product datasheet. SUNTECH POWER shall WARRANT its Photovoltaic Solar Modules' (MODULES) performance (i) starting from the date of sale with the certifiable invoice (SALES DATE) to the first customer installing (for their own use) the MODULES (CUSTOMER) or (ii) starting at the latest 12 months after MODULES dispatch from the SUNTECH POWER factory, whichever occurs earlier (the WARRANTY START DATE).

These warranty terms exclusively apply to END-CUSTOMERS. END-CUSTOMER in terms of this warranty is the purchaser of the respective PV-Module, who has purchased the respective PV-Module for end-use and has installed the same for the first time (First Installation).

This warranty is transferrable by an END-CUSTOMER to the purchaser of an already installed PV-module insofar as the PV-module remains at its original place of installation. Claims under this warranty cannot be transferred to third parties.

Therefore, these warranty terms do not apply to intermediaries, installation companies, or second-hand purchasers, who install the PV-module again at a different place of installation (second installation).

The present "Manufacturer's warranty for PV-modules" does not apply to PV-modules marked as "Grade A" or "Grade B" on the nameplate. SUNTECH POWER herewith explicitly refers to the "Special Warranty for PV-modules marked Grade A", and the "Special Warranty for PV-modules marked Grade B", which apply to the respective categories of PV-modules.

#### 1. Territory of validity of this warranty

This warranty applies only inside the European Economic Area and Switzerland, in as far as the respective PV-module has been put into circulation there for the first time by SUNTECH POWER respectively with the consent of SUNTECH POWER. The corresponding warranty terms for other regions will apply for if European distributors / EPC companies reship the PV modules to non-European country projects for installation.

#### 2. Applicability of national law

For this warranty and legal disputes concerning this warranty, the laws of such country in the European Economic Area and Switzerland in which the respective PV-module has been purchased by the END-CUSTOMER apply, excluding the UN Convention on the International Sales of Goods as well as conflict of law's provisions.

#### 3. Validity

The present warranty applies to all PV-modules which have been produced by SUNTECH POWER between the 1<sup>st</sup> and the 52<sup>nd</sup> calendar week of the year 2014.

The END-CUSTOMER receives this warranty transmitted on demand in text form – e.g. by E-Mail - from SUNTECH POWER. This warranty can furthermore be downloaded from <http://eu.suntech-power.com/> or obtained from a SUNTECH DISTRIBUTION PARTNER listed on the site <http://eu.suntech-power.com/>.

Additional note:

This manufacturer's warranty for PV-MODULES valid as of January 1<sup>st</sup>,

2014 is also applicable for PV-modules of SUNTECH POWER which have been manufactured in 2013 which, however, are being sold to the END-CUSTOMER or being installed for the END-CUSTOMER in 2014.

### II. Notification of END CUSTOMER'S statutory rights

This voluntary, independent and limited manufacturer's warranty exists independently of statutory and potential contractual rights of the END-CUSTOMER against the SELLER and/or INSTALLER of the respective PV-module, which remain unaffected by this manufacturer's warranty.

### III. Limited Manufacturer's warranty

SUNTECH POWER grants the END-CUSTOMER a product warranty (1.) regarding material defects of the respective PV-module, as well as a performance warranty (2.) regarding a power reduction of the respective PV-module inside the timeframes indicated in the following.

#### 1. Product warranty

##### i. Scope, start and duration of the product warranty protection

SUNTECH POWER warrants for each PV-module for a period of 10 years as of the respective WARRANTY START DATE that the respective PV-module is free of material defects.

##### ii. Warranty performance of SUNTECH POWER

In a warranty case, SUNTECH POWER will either repair the defective PV-module free of charge or replace the same by a functional PV-module of the same type, free of charge. In case that the respective PV-module type is no longer manufactured by SUNTECH POWER at the time of the warranty case, SUNTECH POWER retains the right to supply a functionally equivalent PV-module of the same or higher power of a different type or refunds the owner with an actual market price commonly agreed with the owner. The remaining period of the original warranty period applies to newly supplied or repaired PV-modules.

#### 2. Performance warranty

##### i. Scope, start and duration of the performance warranty protection

SUNTECH POWER warrants for each PV-module as a voluntary, independent performance warranty:

- 97% in the first year, thereafter, for years two (2) through twenty-five (25), 0.7% maximum decrease from MODULE's nominal power output per year, ending with the 80.2% in the 25<sup>th</sup> year after the defined WARRANTY STARTING DATE.

The nominal power listed on the nameplate is the power in Watt (W) which a PV-module generates under the following Standard-Test-Conditions (STC) according to the norm IEC 61215 in its Maximum Power Point (MPP):

- a) A light spectrum of Air-Mass (AM) 1.5
- b) An irradiation of 1000 W/m<sup>2</sup> at right angle irradiation
- c) A module temperature of 25°C

The deviation of the nominal power is to be determined under STC.

##### ii. Warranty performance of SUNTECH POWER

In a warranty case SUNTECH POWER will either repair the defective PV-module free of charge or replace the defective PV-module by a functional PV-module of the same type free of charge and will compensate the proven lost profits of the defective PV-module from the day of acknowledgement against Suntech Power. In case that the respective PV-module type is no longer manufactured by SUNTECH POWER at the time of the warranty case, SUNTECH POWER retains the right to supply a functionally equivalent PV-module of the same or higher power of a different type or refunds the owner with an actual market price commonly agreed with the owner. The remaining period of the original warranty period applies to newly supplied or repaired PV-modules. The following conditions apply to both warranties.

### 3. Warranty case and claiming warranty performance

#### i. Report of a warranty case

The report shall include the following information:

- Name and address of the END-CUSTOMER, INSTALLER resp. SELLER.
- A copy of the purchase agreement or installation agreement.
- A copy of the periodical maintenance reports required by regional regulations or legal requirements and acceptance protocol of hand over after the installation was finished and the system connected to the grid with all relevant measured system data.
- MODULE TYPE and Serial number(s), Quantity of the respective PV-module(s).
- Address of the place of installation of the respective PV-module, in as far as this address differs from the address of END-CUSTOMER.
- A short description of the problem at hand as well as a short description of the tests which may have already been performed as well as their results.
  - a. In particular, regarding a material defect: pictures of the defective PV-module which show the defect including pictures of the system and surrounding environment.
  - b. In the case of a low power output: information regarding the PV-generator, the inverter, the circuitry (please see the installation documentation for this which you should have received from your INSTALLER) as well as the pictures of shadowing situation at the location.
- The requested warranty performance and reason of claim, etc.

The report of a warranty case is to be addressed to one of the Service-/Contact-Addresses of SUNTECH POWER, listed below.

#### ii. Deadline

A warranty case is to be reported within 10 weeks after becoming aware of the circumstances which constitute a warranty case. The timely receipt of the report by SUNTECH POWER shall be decisive. The deadline is met, if the report is received by SUNTECH POWER via fax or email in advance.

#### iii. Return of a PV-module

The END-CUSTOMER is only authorized to return the respective PV-module after prior written consent of SUNTECH POWER.

#### iv. Costs

In a warranty case, SUNTECH POWER will bear the relevant costs for testing, dismounting, transport, repair and mounting not exceeding average regional market costs.

### 4. Limitation of liability

This MANUFACTURER'S WARRANTY applies only in case of proper use of the above listed PV-module types in keeping with the respective conditions of operation and qualified installation according to the applicable datasheets and the applicable installation guides of SUNTECH POWER. These can be obtained from SUNTECH POWER directly or from one of the SUNTECH DISTRIBUTION PARTNERS listed on <http://eu.suntech-power.com/>. The respectively applicable datasheets and installation guides are defined by year of the PRODUCTION DATE. Therefore, the datasheets and installation guides of 2013 are applicable for this warranty.

This MANUFACTURER'S WARRANTY will not apply if the material defect or the reduced power was caused by circumstances or acts which are beyond the control of SUNTECH POWER, in particular:

- Mechanical, electric or thermal overload, faulty mounting resp. putting into operation not in keeping with the conditions of the respectively applicable datasheet as well as the respectively applicable installation guide.
- Use of unsuitable connector- or service-parts, inappropriate modifications of the PV-module or inappropriately executed repairs or module handling.
- Incidences caused by acts of god, e.g. damages caused by falling trees or branch breaks, floods, landslides, damages caused by violent storms, fire, animals.
- Theft, willful damage or vandalism.
- Impairments caused by external effects, such as e.g., dirt stains, smoke, damages caused by salt, by chemicals not explicitly authorized for use, e.g. for cleaning.
- Power outage, surge voltage, lightning, accidental breaking of the PV-module.

Claims under the MANUFACTURER'S WARRANTY can only be recognized if the serial number of the respective PV-module is unchanged, has not been removed or obscured.

### 5. Further terms

Any replaced PV-modules which can have further use after judgment by SUNTECH POWER shall become the property of SUNTECH POWER for their disposal.

### 6. Partial nullity

Should one of the clauses of the present "Manufacturer's warranty for PV-modules" or their applicability to a certain person or a certain circumstance be deemed invalid, void or unenforceable, all other clauses and the further applicability of the present "Manufacturer's warranty for PV-modules" remain unaffected.

### 7. Dispute regarding a material defect or a reduced power

In case of a dispute regarding the existence of a material defect or reduced power in a warranty case, SUNTECH POWER will accept the judgment of an accredited testing institute such as e.g. the Fraunhofer ISE in Freiburg i. Br., the TÜV Rheinland in Cologne, the Verbands der Elektrotechnik (VDE) in Frankfurt as binding.

If you have questions regarding the products of SUNTECH POWER or their quality and performance, please contact SUNTECH POWER:

#### Service-/ Contact-Addresses

##### China

Address: 9 Xinhua Road, Wuxi New District, China 214028  
Telephone: +86 400 8888 009 (Customer Service Hot Line)  
Fax: +86 510 8534 3321  
E-Mail: [services@suntech-power.com](mailto:services@suntech-power.com)

All warranty performances will always be provided by the warrantor of this manufacturer's warranty, Wuxi Suntech Power Co., Ltd.