Limited Warranty (valid from 01.01.2011)

By purchasing the Solar modules from SolarWorld Americas LLC (“SolarWorld”) (hereinafter referred to as “products”), you have chosen a level of quality, which meets the highest requirements. SolarWorld assumes that use in accordance with this Limited Warranty will reliably maintain the function of the products to produce energy in a reliable and dependable manner in accordance with the normal operation of the products. A Ten Year Limited Product Warranty and Twenty-Five Year Limited SolarWorld Service Warranty as presented below.

A Ten Year Limited Product Warranty:
1. SolarWorld guarantees the functional capability of the products for ten years beyond the purchase of the products and that the product;
   - will not suffer from any mechanical adverse effects, which limit the stability of the solar module.
   - A condition for this is correct installation and use in accordance with regulations, as described in the installation instructions enclosed with the product.
   - will not be subject to any blinding or discoloration of the glass.
   - with its scale and connector plug will remain safe and operational, if they are installed profession-ally and are not permanently positioned in water (piloted). However, damage to the cable, which is caused by abrasion on a rough lower surface owing to insufficient fixing or owing to unprotected running of the cable over sharp edges, is excluded. Any damage caused by animals (e.g. rodents, birds, insects) is also not covered.
   - with its aluminum frames will not freeze up if it is installed correctly.

The appearance of the product as well as any scratches, stains, mechanical wear, rust, mould, optical deterioration, discoloration and other changes, which occurred after delivery by SolarWorld, do not represent defects, insofar as they were purchased by the original end customer without any modification.

A Claim in the event of glass breakage arises only to the extent that there was no external influence.

B Twenty-Five Year Limited Service Warranty:
1. The products which you have purchased have a performance signature with a certain toler-ance range, which is inevitable due to the power output (the so-called effective output). The relative effective output can be found on the nameplate on the reverse of the product.

2. SolarWorld guarantees that the actual output of the products during the first year of operation of the product and as of the second year of the operation of the product, the effective output will decline annually by no more than 0.25% for a period of 25 years, so that by the end of the 25th year of operation of at least 80% of the effective output will be achieved. In the event of a negative deviation of actual product performance from the so-called threshold values, SolarWorld will either supply you with replacement products, which make it possible to maintain the actual performance, or carry out repair measures, which make it possible to achieve actual performance or grant you financial compensation for the reduced performance of the product.

3. When replacement products are supplied, there is no entitlement for the use of new products or those which are as good as new. On the contrary, SolarWorld is authorized to also supply used and/or repaired products as replacements.

C Further conditions of entitlement:
1. The period of the Limited Service Warranty under B) is restricted to a period of 25 years as of the purchase of the product and will not be extended even in the event of a repair or exchange of a product.

2. The effective output and the actual output of the products are to be determined for the verification of any guarantee case using standard test conditions, as described under IEC 61215. The decisive measurement of performance is carried out by a recognized measuring institute or through SolarWorld’s own measurements (the assessment of measurement tolerances is undertaken in accord-ance with IEC 61646). The guarantee does not cover transport costs to return the products or for a new delivery of repaired or replacement products. It also does not cover the costs of the installation or re-installation of products, as well as other expenditure by the end customer or seller.

D Ownership of all products which have been replaced pass to SolarWorld.

E Use in accordance with this Limited Warranty:
1. The services described above can additionally be ensured only if the product is properly used, operated and installed. Services provided by SolarWorld must therefore be withdrawn if the defects to the products are not exclusively caused by the products themselves; e.g. in the following cases:
   a. Defects on the surface in the form of dust, soiling, dirt or other particles which may lead to defects and/or loss of performance of the products.
   b. Exchange, repair or modification of the products if these are not done in a proper and professional way.
   c. Incorrect use of the products.
   d. Variations, destruction through external influences and/or persons/animals.
   e. Incorrect storage or inappropriate transport before installation if these lead to defects and/or a reduction of performance of the products.
   f. Damage to the customer system or incompatibility of the customer’s system equipment with the products if these lead to defects and/or a reduction in performance of the products.
   g. Use of products on mobile units such as vehicles or ships.
   h. Injuries such as dirt or contamination on the surface, protection, contamination or damage by e.g. smoke, accidental salt contamination, or other chemicals.
   i. Force majeure such as flooding, fire, explosions, rock-falls, direct or indirect lightning strikes, or other extreme weather conditions such as hail, hurricanes, whirlhinds, sandstorms or other circumstances outside of the control of SolarWorld.

2. The entitlements referred to under A) and B) will not be granted if and as soon as the manufacturer’s labels or serial numbers on the PV modules have been changed, deleted, peeled off or made not readable.

F Exclusion of liability:
The remedies set forth in this Limited Warranty are the 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. In particular, under no circumstances shall SolarWorld be liable for incidental, consequential, special or other damages in any way connected with a product. SolarWorld’s aggregate liability, if any, shall be limited to a product’s purchase price or any service furnished in connection with a product, as the case may be.

G Your contacts:
To receive service under this Limited Warranty, please contact the authorized seller/dealer of your SolarWorld at the following address: Customer Service, SolarWorld Americas LLC, 5455 Adobe Lane, Camarillo, CA 93012, USA, e-mail: customerservice@solarworld-usa.com, Phone: +1 805 388 6950; Fax: +1 805 388 6951.

H Choice of law:
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 laws provisions thereof.

I Validity:
The following table contains all the current products to which this Limited Warranty is to be applied. Products, which do not appear in this list, are not subject to this Limited Warranty.

<table>
<thead>
<tr>
<th>Module Name</th>
<th>Model Number</th>
<th>Module Name</th>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>SW 135 mono</td>
<td>SW 150 mono</td>
<td>SW 220 mono</td>
<td>SW 230 mono</td>
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<tr>
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<tr>
<td>SW 135 Comp</td>
<td>SW 150 Comp</td>
<td>SW 260 mono</td>
<td>SW 260 mono</td>
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</tbody>
</table>

J State Law:
This Limited Warranty is expressly intended to exclude all other express or implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose, to the periods set forth herein. This Limited Warranty gives you specific legal rights, and you may 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.

K Severability:
If any provision of this Limited Warranty is held unenforceable or illegal by a court or other body of competent jurisdiction, such provision shall be modified to the maximum extent required such that the rest of this Limited Warranty Will remain in full force and effect.

Kevin Kelleley, President
SolarWorld Americas LLC

Rahamandrea Vice President, Sales and Marketing
SolarWorld Americas LLC

SolarWorld.com