

Warranty Terms 2008

Limited Warranty for PV Modules marked as "Grade A"

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

Wuxi Suntech Power Co., Ltd. (SUNTECH POWER) warrants its Photovoltaic Solar Modules marked as Grade A (A-GRADE 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 A-GRADE MODULES fail to conform to this warranty, then for a period ending twenty-four (24) months from date of sale as shown in the invoice to the direct customer of SUNTECH POWER (CUSTOMER), SUNTECH POWER will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. 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 twenty-four (24) months period set forth herein. It will be performed directly to the CUSTOMER only. This "Limited Product Warranty marked as Grade A" 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 date shown in the invoice to the CUSTOMER any A-GRADE MODULE(s) exhibits a power output less than 90 % of the minimum "Peak Power at STC"¹ as specified at the date of invoice in SUNTECH POWER' s Product Information Sheet, 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 replace such loss in power by either providing additional A-GRADE MODULES to the CUSTOMER to make up for such loss in power, or by replacing the defective A-GRADE MODULE(s) at the option of SUNTECH POWER.

25 years

If, within a period of twenty-five (25) years from the date shown in the invoice to the CUSTOMER any A-GRADE MODULE(s) with a Nominal Power of at least 25 Wp exhibits a power output less than 80% of the minimum "Peak Power at STC"¹ as specified at the date of invoice in SUNTECH POWER' s Product Information Sheet, 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 replace such loss in power by either providing additional A-GRADE MODULES to the CUSTOMER to make up for such loss in power or replacing the defective A-GRADE MODULE(s), at the option of SUNTECH POWER.

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 filed within the applicable warranty period.
- (2) The "Limited Product Warranties" and the "Limited Peak Power Warranties" do not apply to any A-GRADE MODULES which have been subjected to:
 - ◆ Misuse, abuse, neglect or accident;
 - ◆ Alternation, 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 transportation charge, customs clearance or any other costs for return of the A-GRADE MODULES, or for reshipment of any repaired or replaced A-GRADE MODULES, or costs associated with installation, removal or reinstallation of the PV-modules.
- (4) Warranty claims will not be honored if the type or serial number of the A-GRADE MODULES have been altered, removed or made illegible.
- (5) This "Limited Warranty for PV Modules" do not apply for A-GRADE MODULES non-marked or marked as "Grade B". SUNTECH POWER explicitly refers to their "Limited Warranty for PV Modules" or their "Limited Warranty for PV Modules marked Grade B" reflecting these categorized or non-categorized modules.

4. Limitation of Warranty Scope

These "Limited Warranties for PV Modules marked as Grade A" 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 A-GRADE MODULES, including, without limitation, any defects in the A-GRADE 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, loss of revenues are therefore specifically but 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 A-GRADE MODULE.

FOR SALES TO U.S. ONLY:

SOME STATES IN THE U.S. DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES BY STATE LAW. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY FOR YOU.

5. Obtaining Warranty Performance

If the CUSTOMER feels a justified claim covered by this "Limited Warranties for PV Modules marked as Grade A", an immediate notification directly to SUNTECH POWER (Wuxi Suntech Power Co., Ltd.,17-6 ChangJiang South Road, Wuxi New District, China 214028) shall be filed. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the A-GRADE MODULE(s) and the invoice on which the A-GRADE MODULES have been purchased.

The return of any PV-modules will not be accepted unless prior written authorization has been given by SUNTECH POWER.

6. Severability

If a part, provision or clause of this "Limited Warranty for PV Modules marked as Grade A", 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 marked as Grade A", and to this end such other parts, provisions, clauses or applications of this "Limited Warranty for PV Modules marked as Grade A" 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.

FOR SALES TO U.S. ONLY:

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.

8. Various

The repair or replacement of the A-GRADE MODULES or the supply of additional A-GRADE MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV-Modules marked as Grade A" be extended. Any replaced A-GRADE 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 A-GRADE MODULES at the time of the claim.

9. 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 marked Grade A", due to acts God, war, riots, strikes, unavailability of suitable and sufficient labour, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the A-GRADE MODULES or the claim.

10. Validity

This "Limited Power Warranty for PV Modules marked Grade A" is valid for all A-GRADE MODULES dispatched between 1st January 2008 and 31st December 2008.

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 m² 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.

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