

## MANUFACTURER'S WARRANTY FOR PV-MODULES

Valid as of January 01, 2012

**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 processing defect as well as a 25-year warranty on performance (for more detailed information see below).**

### I. General Terms

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

STPXXX(S)-24/Ad(b)(+)	(XXX = 170-320)
STPXXX(S)-18/Ud(b)(+)	(XXX = 170-320)
STPXXX(S)-20/Wd(b)(+)	(XXX = 170-320)
STPXXX(S)-24/Vd(b)(+)	(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/x/J/C/D defines the individual module variants, as they are described in the corresponding product datasheet (MODULE-TYPE).

These warranty terms exclusively apply to END-CUSTOMER. 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 as far as the PV-module remains at its original place of installation. Claims under this warranty cannot be transferred to third parties, otherwise.

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

The present warranty does not apply to PV-modules marked as "Grade A" or "Grade B" on the label. 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. Area 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 or with the consent of SUNTECH POWER.

#### 2. Applicability of national law

For this warranty as well as for disputes concerning this warranty, for END-CUSTOMERS in the European Economic Area and Switzerland, the laws of the country apply, in which the respective PV-module has been purchased by the END-CUSTOMER, under exclusion of the UN Convention on the International Sales of Goods as well as the 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 2012. The PRODUCTION DATE can be found at the end of the 18 digit serial number, which can be found at the front of the module. The last 4 digits of the serial number show the respective production week and the production year in its last two digits, therefore a number between 0112 and 5212 (PRODUCTION DATE). (For example: ...2412 means week 24 in 2012).

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 under [www.suntech-power.com](http://www.suntech-power.com) or obtained from a SUNTECH DISTRIBUTION PARTNER listed on the site [www.suntech-power.com](http://www.suntech-power.com).

#### Additional Note:

This manufacturer's warranty for PV-modules valid as of January 01, 2012 is also applicable for PV-modules of SUNTECH POWER which have been manufactured in 2011 which, however, are being sold to the END-CUSTOMER or being installed for the END-CUSTOMER in 2012.

### II. Notification of END-CUSTOMER's statutory rights

This voluntary, independent manufacturer's warranty exists independently of statutory guarantee rights 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. 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

SUNTECH POWER warrants for each PV-module for a period of 10 years as of the respective PRODUCTION DATE to the END-CUSTOMER that the respective PV-module is free of material defects.

##### ii. Warranty performance

In a warranty case SUNTECH POWER will either repair the defect 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 identical PV-module of the same or higher capacity of a different type. The remaining period of the original warranty period applies to newly supplied PV-modules.

#### 2. Performance warranty

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

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

- For 5 years as of the PRODUKTION DATE a performance of a PV-module of at least 95 % of the nominal power indicated on the nameplate
- For 12 years as of the PRODUKTION DATE a performance of a PV-module of at least 90 % of the nominal power indicated on the nameplate
- For 18 years as of the PRODUKTION DATE a performance of a PV-module of at least 85 % of the nominal power indicated on the nameplate
- For 25 years as of the PRODUKTION DATE a performance of a PV-module of at least 80 % of the nominal power indicated on the nameplate

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 1.000 W/m<sup>2</sup> at right angle irradiation
- c) A cell temperature of 25°C

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

##### ii. Warranty performance

In a warranty case SUNTECH POWER will either repair the defect PV-module free of charge or replace the same by a functional PV-module of the same type free of charge and will replace the lost profits of the defect PV-module. 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 identical PV-module of the same or higher capacity of a different type. The remaining period of the original warranty period applies to newly supplied PV-modules.

The following conditions apply to both warranties.

### 3. Warranty case and claim of the respective warranty

#### i. Report of a warranty case

The report shall include the following information:

- Name and address of the END-CUSTOMER
- Name and address of the INSTALLER resp. SELLER
- A copy of the purchase agreement or installation agreement
- MODULE TYPE and the serial number of the respective PV-module
- Quantity of PV-modules affected
- The address of the place of installation of the respective PV-module, in as far as the same differs from the address of the 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.
  - In particular, regarding a material defect: if possible pictures of the defective PV-module which illustrate the defect
  - 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 shadow situation on location (please include pictures if possible.)
- The requested warranty service

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 inside 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 costs for testing, dismantling, transport, repair and mounting.

### 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 [www.suntech-power.com](http://www.suntech-power.com). The respectively applicable datasheets and installation guides are defined by the PRODUCTION DATE. Therefore, the datasheets and installation guides of 2012 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 connectors or service parts, inappropriate modifications of the PV-module or inappropriately executed repairs
- Incidences caused 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 and 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 PV-module are unchanged, have not been removed or obscured.

### 5. Further terms

Any replaced PV-modules 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 capacity

In case of a dispute, in a warranty case, regarding the existence of a material defect or a reduced power SUNTECH POWER will accept an expertise of an accredited testing institute such as e.g. the Fraunhofer ISE in Freiburg i. Br., the TÜV Rheinland in Cologne, the Verband 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

##### Deutschland

Address: Bayerstr. 71-73, 80335 München  
Telephone: +49 89 544599-900  
Fax: +49 89 544599-969  
E-Mail: [service.germany@suntech-power.com](mailto:service.germany@suntech-power.com)

Address: Mainzer Landstraße 46, 60325 Frankfurt  
Telephone: +49 69 7703946-00  
Fax: +49 69 7703946-79  
E-Mail: [service.germany@suntech-power.com](mailto:service.germany@suntech-power.com)

##### Frankreich

Address: 55 Rue Blaise Pascal, 38330 Montbonnot  
Telephone: +33 476 446275  
Fax: +33 438 240495  
Mail: [service.france@suntech-power.com](mailto:service.france@suntech-power.com)

##### Italien

Address: Viale Colleoni 25, Palazzo Pegaso, Agrate Brianza 20041  
Telephone: +39 039 9633000  
Fax: +39 039 9633024  
E-Mail: [service.italy@suntech-power.com](mailto:service.italy@suntech-power.com)

##### Spanien

Address: Edificio Cuzco IV, Paseo de la Castellana 141, 28046 Madrid  
Telephone: +34 91 7498065  
Fax: +34 91 7498070  
E-Mail: [service.spain@suntech-power.com](mailto:service.spain@suntech-power.com)

##### Schweiz

Address: Mühlenalstr. 36, CH-8200 Schaffhausen, Schweiz  
Telephone: +41 52 6331200  
Fax: +41 52 6331299  
E-Mail: [service.europe@suntech-power.com](mailto:service.europe@suntech-power.com)

##### 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.