

Warranty Terms 2011

Limited Warranty for PV Modules

Suntech Standard PV Module Product Model Names covered under this warranty are:

STPXXXS-24/Ad (XXX = 170, 175, 180, 185, 190, 195)
STPXXXS-24/Adb (XXX = 170, 175, 180, 185, 190, 195)
STPXXXS-24/Ad+ (XXX = 170, 175, 180, 185, 190, 195)
STPXXXS-24/Adb+ (XXX = 170, 175, 180, 185, 190, 195)
STPXXX-18/Ud (XXX= 190, 195, 200, 205, 210, 215, 220)
STPXXX-20/Wd (XXX= 215, 220, 225, 230, 235)
STPXXXS-20/Wd (XXX= 230, 235, 240, 245, 250, 255)
STPXXXS-20/Wd+ (XXX= 210, 230, 235, 240, 245, 250, 255)
STPXXX-24/Vd (XXX= 260, 265, 270, 275, 280, 285, 290)
PLUTOXXX-Ada (XXX = 180, 190, 195, 200, 205)
PLUTOXXX-Adb (XXX = 180, 190, 195, 200, 205)
PLUTOXXX-Ade (XXX = 180, 190, 195, 200, 205)
PLUTOXXX-Adf (XXX = 180, 190, 195, 200, 205)
PLUTOXXX-Udm (XXX = 210, 215, 220, 225,230)
PLUTOXXX-Wde (XXX= 230, 235, 240, 245, 250, 255);
PLUTOXXX-Vdm (XXX = 280, 285, 290, 295, 300, 305, 310)
PLUTOXXX-Vdx (XXX= 280, 285, 290, 295, 300, 305, 310);
MSZXXX-B-C (XXX= 170, 175, 180, 185, 190, 195)
MSZXXX-B-D (XXX= 170, 175, 180, 185, 190, 195)
MSZXXX-J-C (XXX= 170, 175, 180, 185, 187,190, 195)
MSZXXX-J-D (XXX= 170, 175, 180, 185, 187,190, 195)

For the standard solar module types listed above, Wuxi Suntech Power Co., Ltd. (SUNTECH POWER) shall WARRANTY its Photovoltaic Solar Modules (MODULES)'s performance (i) starting from the date of sale (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).

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

SUNTECH POWER warrants its 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 of One Hundred Twenty (120) months from the WARRANTY START DATE, SUNTECH POWER will, at its option, either repair or replace the product, or refund the then current market price of the MODULES. 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 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

5 years

If, for a period of five (5) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 95 % of the nominal power as set out in SUNTECH POWER's product datasheet, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either, at SUNTECH POWER'S sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CUSTOMER representing the percentage of the power output less than 95% of the nominal power as set out as specified in SUNTECH POWER's product datasheet.

12 years

If, for a period of twelve (12) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 90 % of the nominal power as set out in SUNTECH POWER's product datasheet, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either, at SUNTECH POWER'S sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CUSTOMER representing the percentage of the power output less than 90% of the nominal power as set out as specified in SUNTECH POWER's product datasheet.

18 years

If, for a period of eighteen (18) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 85 % of the nominal power as set out in SUNTECH POWER's product datasheet, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either, at SUNTECH POWER'S sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price of the MODULE(s)) to the CUSTOMER representing the percentage of the power output less than 85% of the nominal power as set out as specified in SUNTECH POWER's product datasheet.

25 years

If, for a period of twenty-five (25) years from the WARRANTY START DATE, any MODULE(s) exhibits a power output less than 80% of the nominal power as set out in SUNTECH POWER's product datasheet, provided that such loss in power is determined by SUNTECH POWER (at its sole and absolute discretion) to be due to defects in materials or workmanship, SUNTECH POWER will, at its sole option, either (1) replace such loss in power by either, at SUNTECH POWER'S sole option, (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) or (2) refund the percentage of the cost of the MODULE(s) (as measured by the then current market price

of the MODULE(s)) to the CUSTOMER representing the percentage of the power output less than 80% of the nominal power as set out as specified in SUNTECH POWER's product datasheet.

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 Warranty" and the "Limited Peak Power Warranty" 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, lightning, flood, fire, accidental breakage or other events outside SUNTECH POWER's control.
- (3) Both "Limited Product Warranty" and "Limited Peak Power Warranty" do not cover any costs associated with installation, removal or re-installation of the 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

This "Limited Warranty for PV Modules" as set forth herein is 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 MODULES, 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 Warranty 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. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Suntech or its distributors should also be submitted as part of the evidence.

The return of any MODULES will not be accepted unless prior written authorization has been given by SUNTECH POWER. In connection with both the “Limited Product Warranty” and “Limited Peak Power Warranty”, 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.

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 has discontinued producing the replaced MODULES at the time of the claim.

9. Warranty Transfer

This "Limited Warranty for PV Modules" is transferable when the product remains installed in its original installation location.

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 SUNTECH POWER. In such cases, performance by SUNTECH POWER of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

11. Validity

This "Limited Warranty for PV Modules" is valid for all MODULES dispatched from SUNTECH POWER's factories between 1st April 2011 and 31st December 2011.

This "Limited Warranty for PV Modules" will become null and void if the MODULE is transferred from the original continent of destination (e.g. North America, Europe, Asia, Australia, Africa or South America) without written permission from SUNTECH POWER. All customers, direct and indirect, are hereby notified of such potential nullification.

"Nominal Power in Datasheet" is the power in Watt peak that a PV-module generates in its Maximum Power Point under STC condition. "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 degrees 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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