

# SolarWorld Sundeck® – Warranty for components

By purchasing a Sundeck from SolarWorld AG you have chosen a level of quality, which meets the highest requirements. As a sign of our confidence in this quality, in addition to the general Limited Warranty, SolarWorld AG is happy to grant you as the end-user of Sundeck, (i.e. the person who put Sundeck into operation correctly for the first time or the person who has legitimately purchased Sundeck from such an end-customer without any modifications), the additional rights regarding the components of Sundeck, which are listed below, namely sheet metal components and solar module clamps (hereinafter referred to as: „components“):

## A Product warranty:

1. SolarWorld guarantees that the components are free of material and processing errors, which might affect the functional capability of the component and/or the Sundeck beyond the period of the statutory warranty for a period of ten years as of the purchase of the Sundeck. The appearance of the components as well as external adverse effects do not represent defects, insofar as the change in appearance does not lead to a deterioration in the functional capability of the component and/or the Sundeck.
2. If the components exhibit a material or processing error, which affects the functional capability of the component and/or the Sundeck, SolarWorld will repair the defective components, supply replacement products or provide the customer with an appropriate residual value of the components affected as compensation at its discretion. Any replaced components become the property of SolarWorld.
3. The term of the rights granted to you in these warranty conditions starts with the original purchase of the Sundeck, insofar as this was purchased by the original end-customer after 01.01.2010. SolarWorld AG retains the right to the adjust voluntary special services in accordance with this document at any time. However, any Sundeck purchases which have already been concluded, remain unaffected by this – including the voluntary special services in accordance with this document. You can find out about the current status of this document at any time under [www.solarworld.de](http://www.solarworld.de)

## B Assertion of claims:

The assertion of the services specified under A) requires you (i) to inform the authorized seller/dealer of the Sundeck of the alleged defect in writing, or (ii) to send this written notification directly to the address mentioned in E), if the seller/dealer who should be informed no longer exists (e.g. owing to business closure or insolvency). Any notification of defects is to be added to the original sales receipt as evidence of the purchase and the time of the purchase of the SolarWorld Sundeck. The assertion should take place within six weeks of the occurrence of the defect. The return of components is permitted only after the written consent of SolarWorld AG has been obtained.

## C Use in accordance with this Limited Warranty:

1. The services described above can additionally be ensured only if the Sundeck and the components are used, operated and installed correctly. Services provided by SolarWorld AG must therefore be withdrawn if the defects to the components are not exclusively based on the components themselves. This is e.g. the case if:
  - a. Delays on your part or on the part of the fitter in observing the assembly, operational and maintenance instructions, if this leads to defects in the products.
  - b. Exchange, repair or modification of the components, if this was not carried out correctly and professionally.
  - c. Incorrect use of the components or the Sundeck.
  - d. Vandalism, destruction through external influences and/or persons/animals.
  - e. Incorrect storage or inappropriate transport before installation, if this leads to defects in the products.
  - f. Damage to the customer system or incompatibility of the customer's system equipment with the components and/or the Sundeck, if this leads to defects in the products.
  - g. Use of components and/or the Sundeck on mobile units such as vehicles or ships.
  - h. Influences such as dirt or contamination or damage by e.g. smoke, extraordinary 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, whirlwinds, sandstorms or other circumstances outside the control of SolarWorld AG.

2. The entitlements referred to will not be granted if and as soon as the manufacturer's labels or serial numbers have been changed, deleted, peeled off or made unrecognizable.

## D Exclusion of liability:

The remedies set forth here are exclusively a voluntary special service provided by SolarWorld AG to expand customer rights; this does not constitute a more extensive independent guarantee promise by SolarWorld AG. Against this background and the extension of the guarantee without any payment, if there is a restriction of functional capability SolarWorld AG is obliged only to provide the above-mentioned services. Any more extensive liability, in particular a claim for compensation for losses - for whatever legal reason - which did not occur to the components or the Sundeck themselves, is ruled out. This does not apply insofar as there is compulsory liability by law or in accordance with the German Product Liability Act for personal injury or in cases of intent, gross negligence, the lack of agreed features and for culpable infringement of major contractual obligations (cardinal obligations).

## E Your contacts:

Any correspondence with SolarWorld AG is to be conducted using the following address: SolarWorld AG, Martin-Luther-King-Str. 24, 53175 Bonn, Germany.

## F Choice of law:

The services provided on the basis of these warranty conditions shall be governed and construed in accordance with the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules.

## G Validity:

The above-mentioned warranty conditions apply exclusively to the components of the Sundeck, which were purchased with the Sundeck. The relevant Limited Warranty applies to the Solarstrom modules of SolarWorld AG.

Bonn, 01.05.2011

Frank Henn  
CSO  
SolarWorld AG

Boris Klebensberger  
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