

Conditions for the producer's warranty for Sunways Solar Modules (EU/Switzerland)

We are pleased to be able to offer you a special service, thanks to the high degree of confidence we have regarding the quality of our products. In addition to the warranty rights you have against the vendor, we will underwrite a producer's warranty (manufacturer's warranty) regarding the material, the workmanship and the minimum performance of the Sunways Solar Modules listed below, subject to the conditions hereinafter.

Any existing – possibly more extensive – contractual or legal rights you may have against the vendor arising out of defects of the Sunways Solar Modules are not affected by this producer's warranty and can be enforced against the vendor in addition to the entitlement against Sunways AG under this producer's warranty.

1. Applicability of conditions

These warranty conditions shall only apply to the following Sunways Solar Modules which were delivered from 1st December 2010 and installed within the European Union or Switzerland:

Sunways Solar Modules:	SM 215M	SM 210U	SM 170U
	SM 230M	SM 235M	SM 215L
	SM 245M	SM 240U	

2. Formation of producer's warranty contract

The producer's warranty contract enters into force on the date of issue of these warranty terms and conditions between Sunways AG, Macairestrasse 3-5, 78467 Constance, Germany, and any purchaser, who has purchased a Sunways Solar Module for its intended use and not for onward sale. Sunways AG waives the need to receive the declaration of acceptance of the offer for concluding a producer's warranty contract included in these conditions.

3. Limited warranty for materials and workmanship

If during a period of 10 (in words: ten) years from the date of purchase (the term of the warranty) the Sunways Solar Modules SM 235U, SM 240U, SM 245M as well as during a period of 5 (in words: five) years from the date of purchase all other Sunways Solar Modules – i.e. SM 215M, SM 210U, SM 215L, SM 170U, SM 230M– is / are subject to a defect in material or workmanship (warranty claim), Sunways AG has the choice of repairing the defective Sunways Solar Module free of charge, or reimbursing a proportion of the purchase price of that Solar Module (performance under warranty). There shall be no grounds for a warranty claim if on the day of delivery the stated electrical output of the Sunways Solar Module is within the tolerances stated in the data sheet or on the product and, after commissioning the unit and during the term of the warranty, there is an additional reduction of electrical output of less than 5%, which may be caused by physical semiconductor conditions. The above performance under warranty is final; this producer's warranty does not grant any further rights, in particular with respect to any claims for compensation.

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Registered in the Commercial Registry of Freiburg District
Court HRB 381661 Company registered office: Constance
Chairman of the Supervisory Board: Otto Mayer
Board of Management: Michael Wilhelm (Chairman), Roland
Burkhardt, Jörg von Strom, Jürgen Frei

4. Minimum performance warranty

If under standard test conditions (25 °C cell temperature, irradiation 1,000W/m² and spectrum AM 1.5) the output of the Sunways Solar Module is less than 90% of the minimum module performance as stated in the data sheet and specified on delivery (warranty claim) during a period of 12 (in words: twelve) years after concluding the contract of purchase (the term of the warranty) or is less than 80% of the said minimum module performance (warranty claim) during a period of 25 (in words: twenty five) years after concluding the contract of purchase (the term of the warranty), Sunways AG will, at its own discretion, supply additional modules (additional module) or reimburse a proportion of the purchase price of the Solar Module (performance under warranty). Sunways AG shall not be obliged to supply products that are new or as good as new. Sunways AG shall be entitled to supply used and/or repaired products as additional or replacement modules. Should the originally supplied type of module be no longer in production or no longer in serial production, the company will supply the current standard types as replacement modules or additional modules (which may be different in size, colour, form and performance parameters). Any replaced modules become the property of Sunways AG. The above performance under warranty is final; this producer's warranty does not grant any further rights, in particular with respect to any claims for compensation.

5. Enforcement of claims

Any warranty claims as defined in sections 3 and/or 4 above that are detectable upon delivery shall be notified in writing to the vendor / dealer and, when the said vendor / dealer no longer distributes Sunways Solar Modules, to Sunways AG, Macairestrasse 3-5, 78467 Constance, Germany, without delay, however no later than within a time limit of two weeks from the receipt of the modules, such notification has to include the original consignment note / the original invoice; any warranty claims that are not detectable upon delivery shall be notified without delay after they were detected. Sunways AG will not accept any return shipment of modules without such return shipment having been requested in writing by Sunways AG.

In the event of corporate customers as defined in § 14 BGB seeking to apply warranty claims which, after an inspection of the Sunways Solar Modules conducted by Sunways AG finding that no defect exists, or that the producer's warranty is not applicable, Sunways AG is entitled to levy a service charge of € 200.00 per Solar Module, unless the purchaser is able to corroborate that he was not in a position to establish that the producer's warranty was not in fact applicable in that instance.

6. Exclusions

There shall be no right to claim for performance under warranty where:

- a) the end customer or the installer has omitted to take into account the notes and instructions for installation, operation and maintenance;
- b) the products have been replaced, repaired or modified by persons not authorised by Sunways AG;
- c) the products are used inappropriately, including (but not exclusive) usage to meet construction requirements and functions, such as protection against water, wind and/or noise;
- d) the products are used for a purpose not intended in a way that does not comply with the current technical and safety regulations in the country in which the module is operated;
- e) the products are damaged or destroyed by inappropriate storage, handling or transport;

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- f) the products are vandalised or destroyed by external factors and / or persons or animals;
- g) the products are subject to force majeure, such as flooding, fire, explosion, stone fall, volcanic eruptions, earthquakes, direct or indirect impact of lightning, or other extreme weather conditions such as hail, hurricanes, tornados / cyclones, sand storms or other circumstances beyond the influence of Sunways AG, e.g. a sudden increase in mains input voltage;
- h) the materials of the modules are subject to factors which can cause accelerated aging effects, in particular:
 - (1) operation under environmental conditions or with methods that deviate from the product specifications, operating instructions or details given on the type plates;
 - (2) extreme external influences, such as smoke and other sources of soiling;
 - (3) usage on mobile units, such as vehicles, or in a marine environment.

The above exclusions shall not apply where the customer can demonstrate that the warranty claim is not based on one of the above cases.

The producer's warranty will expire as and when the junction box installed on the back is opened without the explicit authorization given by Sunways or when the serial number respectively type plate have been subject to manipulations, modifications, have been changed, deleted, removed or rendered unreadable or if the Sunways Solar Module cannot be clearly identified for any other reason.

7. Disclaimer of liability

Sunways AG's performance of warranty under this producer's warranty is covered conclusively in these warranty conditions. Any further rights or other rights, in particular regarding claims for compensation, do not exist. This limitation does not apply in cases where the legal representatives of Sunways AG have acted with intent or Sunways AG is liable under the Product Liability Act or in accordance with the principles of producer liability.

8. Limitation period

Any claims under this producer's warranty lapse within one year from the occurrence of the warranty claim.

9. Court of jurisdiction and applicable law

The sole court of jurisdiction for commercial partners for all disputes arising from this contractual relationship shall be the head office location of Sunways AG.

This producer's warranty is subject to applicable German Law and excludes the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

10. Final clause

Even if individual terms become legally invalid the remaining terms of this producer's warranty contract remain binding. That does not apply if adherence to the contract would constitute an unreasonable impediment for one party to the contract.