

# Service-Certificate of Guarantee

By buying products from SolarWorld Africa (Pty) Ltd., you have purchased a standard of quality which fulfils the highest requirements. As a sign of our trust in this quality, we are pleased to be able to offer you a 25-year period of service as stipulated by the provisions below.

## 1. Warranty

### 1a Product warranty

SolarWorld Africa (Pty) Ltd. warrants that solar modules (hereinafter: products) produced by it are free from defects in material and workmanship. Should a defect be determined within a period of two years from the date of purchase, SolarWorld Africa (Pty) Ltd. shall upon its own discretion repair or replace the product or reimburse the customer to the amount of the purchase price.

### 1b Service

The solar power modules which you have purchased have power specifications with regard to the power yield to be achieved (the so-called rated value) within a certain tolerance range. Please see the specification sheet enclosed with your product for the respective rated value. We assume that the rated value for the power yield of our products will decrease to a minor degree only over a period of 25 years.

If the actual power yield falls below the rated value by more than 9 % in the first 10 years calculated from the date of purchase and after that by more than 19 % till the end of service period (25 years) for reasons caused exclusively by our product despite correct operation and this deficiency is proven by an acknowledged test institute/test method, we will supply replacement products which provide a power yield according to the rated value mentioned above or take measures to make possible such a power yield or refund the proportional age value (taking account of conducted depreciation) of your module (for an actual power yield of 70 % of the lower tolerance value, we would therefore refund 11 % of the age value of your module in the latter alternative) according to our own option. If replacement products are supplied, we will not be obliged to provide new or comparable products. SolarWorld Africa (Pty) Ltd. is entitled to supply used and/or repaired products as replacements.

## 2. Assertion of Claims

The assertion of claims for the services stipulated under section 1 presupposes that the customer has (i) informed the authorized reseller/distributor of our products in writing of the alleged claim, or that (ii) this written notification has been sent directly to the address stated in section 5 in the event that the notifiable reseller/distributor no longer exists (e.g. due to discontinuance of business or bankruptcy). Any such assertion of claims must be accompanied by the original sales receipt as the proof of purchase and time of purchase of the SolarWorld product(s). The assertion of the claim must occur within 14 days from the date that the claim is identified. The return of products may only occur after the written consent of SolarWorld Africa (Pty) Ltd. has been given.

## 3. Appropriate employment

The service stipulated in Sections 1.a and 1.b can also only be rendered, if our products are employed and/or operated correctly. Therefore our services must be withheld, if the descent of the power output falls below the minimum output levels mentioned in clause 1 and the output descent is not caused exclusively by our products themselves. This is the case by e.g.:

- a Customer's or installer's defaults regarding the allowance of the product instructions for installation, operation and maintenance.
- b Substitution, repair or modification of products by persons not authorized by SolarWorld Africa (Pty) Ltd.
- c Improper use of products such as but not limited to, the use of products for construction purposes and functions, e.g. protection against water, wind and/or noise.
- d Vandalism, destruction by external influences and/or persons/animals.
- e Force majeure, e.g. flooding, fire, explosions, rock fall, direct or indirect stroke of lightning or other extreme weather conditions as e.g. hail, hurricanes, sandstorms or any other conditions beyond SolarWorld Africa (Pty) Ltd.'s influence and power.

## 4. Exclusion of Liability

This service certificate in no way constitutes a guarantee with regard to an output of 91 % or 81 % in relation to the rated value and is merely a voluntary additional service on the part of SolarWorld Africa (Pty) Ltd. Consequently, SolarWorld Africa (Pty) Ltd. is only obliged to provide the services stipulated in section 1 in the event that the actual output falls short of the rated value. Any claims for liability that go beyond this, particularly claims concerning the compensation of damages that have not arisen from our own products, on whatever legal grounds, are hereby excluded.

This does not apply in the event of personal injuries or damages to privately used objects sustained in accordance with the Product Liability Act (Produkt-haftungsgesetz); furthermore, it does not apply in cases of wrongful intent, gross negligence, the absence of guaranteed properties and the violation of material contractual obligations, or in cases where it is otherwise mandatory established under existing law.

## 5. Your contact person

If you wish to claim the service stipulated in Section 1, please consult SolarWorld Africa (Pty) Ltd., 20<sup>th</sup> Floor, 1 Thibault Square, Cape Town, 8001, South Africa.

## 6. Applicable law

All services and warranties stipulated according to this certificate shall be governed and construed in accordance with the substantial laws of South Africa without regard to the conflict of Law principles.

## 7. Validity

The table below contains all current types of module to which this guarantee applies. Module types not contained in this list are not subject to this guarantee.

### Sunmodule

SW 35 poly/RGA	SW 70 poly/RGB	SW 70 mono/R5A
SW 40 poly/RGA	SW 75 poly/RGB	SW 75 mono/R5A
SW 45 poly/RGA	SW 80 poly/RGB	SW 80 mono/R5A
SW 50 poly/RHA	SW 85 poly/RGB	SW 85 mono/R5A
SW 60 poly/RHA	SW 90 poly/RGB	SW 90 mono/R5A
SW 70 poly/RHA	SW 100 poly/R6A	SW 70 mono/RCB
SW 70 poly/RIA	SW 110 poly/R6A	SW 75 mono/RCB
SW 75 poly/RIA	SW 120 poly/R6A	SW 80 mono/RCB
SW 80 poly/RIA	SW 130 poly/R6A	SW 85 mono/RCB
SW 85 poly/RIA	SW 140 poly/R6A	SW 90 mono/RCB
SW 90 poly/RIA		

Cape Town, April 2009

  
Frank H. Asbeck  
Managing Director  
SolarWorld Africa Pty. Ltd.

  
Gregor Küpper  
Managing Director  
SolarWorld Africa Pty. Ltd.

