



Service Certificate of Guarantee

By buying products from SolarWorld AG, 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.a Product warranty

SolarWorld AG warrants that solar modules 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 AG shall repair or replace the product as its own option or reimburse the customer to the amount of the purchase price. SolarWorld AG shall not bear any additional costs or loss of revenue.

1.b Service

The solar power modules (hereinafter: products) 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. If you subtract the tolerance figure also stated from this rated value, the resulting value specifies the lower threshold of the power yield of the product (hereinafter: lower tolerance value). We assume that the lower tolerance 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 lower tolerance 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 of at least 80 % of the lower tolerance value determined from the product specifications 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 10 % of the age value of your module in the latter alternative) according to our choice. If replacement products are supplied, we will not be obliged to provide new or comparable products. SolarWorld AG is entitled to supply used and/or repaired products as replacements. Services shall be rendered according to the following conditions.

2. Affected clientele

Due to our high degree of customer loyalty, we can only grant the service stipulated in Clause 1 of this Service Certificate to our direct customers, i.e. only customers who have purchased SolarWorld products directly from SolarWorld AG can benefit from our service as stipulated in this certificate. We therefore request you to have the original purchase receipt ready whenever you address inquiries to us. The service specified in Clause 1 cannot be rendered without this. The assertion is to be made in the space of 14 days after identification. The return of products is only allowed by written agreement of the SolarWorld AG.

3. Appropriate employment

The service stipulated in Clause 1.a and 1.b can also only be rendered when our products are employed and/or operated correctly. Our service must therefore be withheld if the fall in the power yield below 80 % of the lower tolerance value determined from the products specifications is not caused exclusively by our products themselves. This is the case, for example, if they are handled incorrectly, employed in the vicinity of seawater, damaged by external effects such as unusual environmental influences, if the products are employed under concentrator conditions, if a laminate is employed in an inappropriate frame or similar influences.

4. Exclusion of liability

This service certificate in no way represents a guarantee of quality or durability pursuant to § 443 BGB (German Civil Code). In particular, we do not guarantee a 91% and/or 81% output yield relative to the nominal value. The services rendered are exclusively extra services voluntarily proffered by SolarWorld AG. In this respect, SolarWorld AG is merely obliged to render the services named in Clause 1 should the actual output yields fall short of the nominal value. Liability over and above this, in particular concerning a right to compensation for indirect damage that has not occurred to our products, is excluded regardless of the legal basis. The scope of services voluntarily rendered does not comprise the expenditure for disassembly and assembly, testing and maintenance costs, loss of revenue, transport costs, waste disposal costs or other resultant costs.

5. Your contact person:

If you wish to claim the service stipulated in Clause 1, please consult SolarWorld AG, Kurt-Schumacher-Straße 12-14, 53113 Bonn, Germany.

6. 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.

7. Applicable law

The product warranties and scope of services of this service certificate are exclusively subject to German law.

SolarWorld module SW 145 mono/P

SolarWorld module SW 155 mono/P

SolarWorld module SW 165 mono/P

SolarWorld module SW 175 mono/P

Bonn, June 2006

SolarWorld AG