



PHOTOVOLTAIC MODULE LIMITED WARRANTY

Effective 14th of July 2014

This photovoltaic module limited warranty applies to SunEdison Products Singapore Pte. Ltd. ("SunEdison Products Singapore" by and on behalf of SunEdison UK RSC Ltd. ("SunEdison UK") photovoltaic modules with the following product codes (the "Modules"):

SE-R270KyC, SE-R275KyC, SE-R280KyC.
SE-R270CyC, SE-R275CyC, SE-R280CyC, SE-R285CyC.

(Where 'y' is the manufacturing location: M - Malaysia, C - Canada, P - PRC, T - Taiwan, X – Mexico)

SunEdison Products Singapore provides the warranties set forth in Clause 1 (the "Limited Warranty For Materials and Workmanship") and Clause 2 (the "Limited Warranty For Power"; and together with the Limited Warranty For Materials and Workmanship, the "Limited Warranty" or "Limited Warranties") to the first end-use customer ("Customer") purchasing Modules for the periods stated herein, in each case commencing upon the earlier of (i) the date of purchase by Customer, or (ii) the date that is six (6) months after dispatch of the Modules from the SunEdison Products Singapore production factory (each, the "Limited Warranty Start Date").

Removal of the Modules from their original location will invalidate this Limited Warranty. This Limited Warranty is transferrable to subsequent owners of the Modules where the Modules remain installed in their original location.

1. 25-Year Limited Warranty For Materials and Workmanship.

- 1.1. Subject to the terms of this "Photovoltaic Module Limited Warranty", SunEdison Products Singapore warrants for a period of 2 years ("Limited Warranty Period") from the Limited Warranty Start Date, that the Modules, including factory-assembled DC connectors and cables, if any, shall be free from defects in workmanship and materials under normal application, installation, use and service conditions (the "Limited Warranty For Materials and Workmanship"). If a defect arises within the Limited Warranty Period then SunEdison Products Singapore shall, at its option, either repair or replace the defective Module or if such Module cannot be repaired or replaced, SunEdison Products Singapore shall refund to the Customer the original purchase price of the defective Module.
- 1.2. From 3rd year to 10th year standard limited warranty: If a defect arises with respect to the Module after the Limited Warranty Period and before the 10th year following the Limited Warranty Start Date, then SunEdison Products Singapore shall, at its option and subject to the terms of clause 3.5, either repair or replace the defective Module.
- 1.3. From 11th year until 25th year: If Modules are installed by a SunEdison UK approved installer together with a SunEdison branded inverter or SunEdison approved inverter brand, then the Limited Warranty Period referred to in clause 1.2 shall be extended to a total period of 25 years from the Limited Warranty Start Date.
- 1.4. The repair or replacement remedy shall be the sole and exclusive remedy provided under the Limited Warranty for Materials and Workmanship and shall not extend beyond the period set forth herein. This Limited Warranty For Materials and Workmanship does not warrant a specific power output, which shall be exclusively covered under the Limited Warranty For Power set forth in Clause 2.

2. 25-Year Limited Warranty For Power

- 2.1. If, for a period of twenty-five (25) years from the Limited Warranty Start Date, any Modules exhibit a power output loss greater than three and half percent (3.5%) in the first year and 0.7% per year thereafter of the minimum "Peak Power at STC" as specified in the applicable SunEdison Products Singapore Module datasheet, then, SunEdison Products Singapore will replace such loss in power by either, at SunEdison Products Singapore's sole option, (a) providing additional Modules to the Customer to make up for such loss in power or (b) replacing the defective Modules (the "Limited Warranty For Power").
- 2.2. "Peak Power at STC" is the peak watt power generated by a photovoltaic module at its maximum power point under Standard Test Conditions ("STC") in accordance with IEC 61215, tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of SunEdison Products Singapore valid at the date of manufacture of the Modules."
- 2.3. The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the Limited Warranty For Power and shall not extend beyond the period set forth herein.

3. Exclusions and Limitations of Warranty

- 3.1. This Warranty shall not apply to any Modules which have been subjected to:
 - (a) misuse, abuse, neglect, or accidental breakage;
 - (b) alteration or disassembly;
 - (c) removal from its original installation location;
 - (d) improper reinstallation and/or improper installation or application including improper wiring;
 - (e) installation in an environment that exceeds the standard operating conditions as specified in the Module product specifications. A copy of the product's specifications is available from SunEdison UK on request;
 - (f) non-observance of SunEdison Products Singapore's installation or maintenance instructions;
 - (g) repair or modifications by someone other than a SunEdison UK approved technician;
 - (h) failures caused by power surges or other surrounding equipment; or
 - (i) extreme thermal or environmental conditions or rapid changes in such conditions, lightning, flooding, fire, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, tsunamis, heavy hail or other events caused by forces of nature.
- 3.2. Warranty claims will not be honoured if the type or serial number of the Modules have been altered, removed or made illegible.
- 3.3. This Warranty does not apply to any alteration of the appearance of the Module that does not affect the performance or functionality of the Module.
- 3.4. This Limited Warranty does not apply to Modules installed where in SunEdison's sole judgment the Modules may be directly exposed to salt water.
- 3.5. The costs associated with removal and re-installation, by a SunEdison UK approved technician, of faulty Modules repaired or replaced pursuant to this Warranty shall be borne by SunEdison Products Singapore if the claim is received in the first 2 years from warranty Start Date. After that period, reasonable shipping expenses incurred to return the defective Module to SunEdison Products Singapore and reshipping expenses for a repaired or replacement module are included in this Limited Warranty coverage as are reasonable costs for labour to remove and reinstall the Module.
- 3.6. All Limited Warranty claims must be received within the applicable Warranty period for this Limited Warranty to be effective.

- 3.7. SunEdison Products Singapore shall not be responsible or liable in any way to any party for any non-performance or delay in performance of this Limited Warranty due to events outside its control (force majeure), which shall include without limitation: acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, or any other similar cause or circumstance beyond the reasonable control of SunEdison Products Singapore. In such cases, performance by SunEdison Products Singapore of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.
- 3.8. The repair or replacement of the Modules or the supply of additional Modules does not cause the beginning of new Limited Warranty periods, nor shall the original Limited Warranty Period of this Limited Warranty be extended.
- 3.9. Any replaced Modules shall become the sole and exclusive property of SunEdison Products Singapore.
- 3.10. SunEdison Products Singapore has the right to deliver another type (different in size, colour, shape and/or power) where SunEdison Products Singapore has discontinued producing the Modules being replaced under the claim.
- 3.11. SunEdison Products Singapore's liability shall not be excluded or limited in respect of personal injury or death caused by its negligence or in respect of breach of its obligations under the Sale of Goods Act 1979 to provide Modules which are of satisfactory quality, fit for purpose and correspond with SunEdison Products Singapore's description of the Modules. In all other cases SunEdison Products Singapore's total liability shall not exceed the invoice amount paid by the Customer for the affected Modules.
- 3.12. This Limited Warranty is in addition to your legal rights in relation to Modules that are faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office.

4. Filing a Limited Warranty Claim

- 4.1. If the Customer or subsequent owner of the Modules feels they have a justified claim covered by this Limited Warranty, such person shall send written notification directly to SunEdison UK at inforsc@sunedison.com within thirty (30) days of the discovery of the defect giving rise to the Limited Warranty claim.
- 4.2. Such written notification shall include a description and any evidence of the Limited Warranty claim, together with the corresponding serial numbers and product code of the affected Modules and the original purchase documentation clearly showing the purchase date, purchase price and Module type.
- 4.3. The return of any Modules will not be accepted by SunEdison UK unless prior written authorization has been provided by SunEdison UK.

5. Technical Disputes Arising Under Limited Warranty Claims

- 5.1. If a technical dispute arises during a Limited Warranty claim, either party to the Limited Warranty claim may request that the technical dispute be evaluated by a technical expert appointed by the test institution geographically closest to location of the affected Modules from the following list:
 - (a) Fraunhofer ISE in Freiburg, Germany;
 - (b) TÜV Rheinland in Cologne, Germany; or
 - (c) ASU Arizona State University in Tempe, Arizona U.S.A;
- 5.2. The appointed technical expert shall provide its opinion regarding the technical condition of the Modules, and the validity of the Limited Warranty claim.

- 5.3. The parties shall cooperate to fully accommodate the appointed technical expert, and shall provide the technical expert with all necessary assistance to promptly complete its review.
- 5.4. The technical expert's opinion shall be non-binding, provided however that, the expert's opinion shall be admissible evidence in any Limited Warranty dispute process.
- 5.5. All reasonable fees and expenses of this technical expert's review shall be paid by the party not prevailing under the technical dispute.

6. Transfer by SunEdison UK

We may transfer our rights and obligations under this Limited Warranty to another organisation and we will notify you if this happens by placing a notice on our website. This will not affect your rights under this Limited Warranty.

7. Severability

If a part, provision or clause of this Limited Warranty, 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, and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

8. Governing Law

This Limited Warranty is governed by English law. Each party agrees to submit to the jurisdiction of the English courts in the event of any dispute.

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