



# LDK SOLAR

## Limited Warranty for PV Modules

### 2010

Thank you for purchasing a Photovoltaic Solar Module ("MODULE") manufactured by LDK Solar Hi Tech Co., Ltd. ("LDK SOLAR").

#### **1. Limited Product Warranty – Five Years Repair, Replacement or Refund Remedy**

LDK SOLAR warrants each MODULE will be free in all material respects from defects in materials and workmanship under normal application, installation, use and service conditions for a period of sixty (60) months from the date of purchase of that MODULE by CUSTOMER ("SALES DATE"). If any MODULE fails to conform to the warranty in this Section 1, LDK SOLAR will, at its sole option, either (a) repair or replace the MODULE or (b) refund a reasonable pro-rate portion of the purchase price paid by CUSTOMER for the MODULE (taking into account the period of reduced functionality for the MODULE as a result of such failure). The foregoing remedies shall be LDK SOLAR's sole and exclusive obligation, and CUSTOMER's sole and exclusive remedy, for any MODULE's failure to conform to the warranty in this Section 1 and any repair or replacement shall not extend the warranty period set forth herein. The warranty in this Section 1 does not warrant a specific power output, which shall be exclusively covered Section 2 of this LIMITED WARRANTY.

#### **2. Minimum Peak Power Limited Warranties**

##### **(a) Limited Remedy – 12 years**

If, within a period of twelve (12) years from the SALES DATE, any MODULE exhibits a power output less than ninety percent (90 %) of the minimum PEAK POWER AT STC (as defined in section 'Definitions') specified in LDK SOLAR's applicable product information sheet for the MODULE, and provided that such loss in power is determined by LDK SOLAR ( at its sole and absolute discretion ) to be due solely to defects in materials or workmanship, then LDK SOLAR will, at its sole option, replace such loss in power by either (a) providing an additional MODULE to CUSTOMER to make up for such loss in power or (b) replacing the affected MODULE. The foregoing remedies shall be LDK SOLAR's sole and exclusive obligation, and CUSTOMER's sole and exclusive remedy, for any MODULE's failure to conform to the warranty in this Section 2(a) and any repair or replacement shall not extend the warranty period set forth herein.

##### **(b) Limited Remedy – 25 years**

If, within a period of twenty-five (25) years from the SALES DATE, any MODULE exhibits a power output less than eighty percent (80%) of the minimum PEAK POWER AT STC (as defined in section 'Definitions') specified in LDK SOLAR's applicable product information sheet for the MODULE, and provided that such loss in power is determined by LDK SOLAR (at its sole and absolute discretion ) to be due solely to defects in materials or workmanship, then LDK SOLAR will, at its sole option, replace such loss in power by either (a) providing an additional MODULE to CUSTOMER to make up for such loss in power or (b) replacing affected MODULE. The foregoing remedies shall be LDK SOLAR's sole and exclusive obligation, and CUSTOMER's sole and exclusive remedy, for any MODULE's failure to conform to the warranty in this Section 2(b) and any repair or replacement shall not extend the warranty period set forth herein.

#### **3. Exclusions and Limitations**

In addition to any other exclusion, limitations or conditions set forth in this LIMITED WARRANTY, the following exclusions and limitations apply to this LIMITED WARRANTY.

**(a)** All warranty claims must be received within the applicable warranty period for this warranty to be effective.



**(b)** This LIMITED WARRANTY does not apply to any MODULE which, in LDK SOLAR's sole judgment, has been subjected to:

- Misuse, abuse, neglect or accident;
- Improper transportation, storage or handling
- Alteration, improper installation or application;
- Non-observance of LDK SOLAR's installation and maintenance instructions;
- Repair or modifications by someone other than an approved service technician of LDK SOLAR;
- Installation in mobile applications or in marine environment; or
- Power failure surges, lighting, flood, fire, natural disaster, accidental breakage, vandalism or other events outside LDK SOLAR's control.

**(c)** This LIMITED WARRANTY does not cover any costs associated with installation, removal or re-installation of any MODULE and (except as explicitly set forth in the final paragraph of Section 5 below) customs clearance or any other costs for return of any MODULE.

**(d)** Warranty claims will not be honored if the type or serial number of any MODULE has been altered, removed or made illegible.

#### **4. Limitation of Warranty Scope**

##### **(a) Disclaimers**

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF LDK SOLAR, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN A WRITING SIGNED AND APPROVED BY LDK SOLAR.

##### **(b) Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LDK SOLAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY, RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY MODULE, INCLUDING, WITHOUT LIMITATION, ANY DEFECT IN ANY MODULE, OR FROM USE OR INSTALLATION OF ANY MODULE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL LDK SOLAR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED AND EVEN IF LDK SOLAR HAS BEEN ADVISED OF OR REASONABLY COULD HAVE FORESEEN SUCH DAMAGES. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION AND LOSS OF REVENUES ARE HEREBY SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LDK SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE MODULE THAT GAVE RISE TO THE WARRANTY CLAIM.

#### **5. Warranty Claim Submission and Verification**

If CUSTOMER believes it has a justified claim covered by, and wishes to seek a remedy under, this LIMITED WARRANTY, CUSTOMER must submit written notification directly to LDK SOLAR by mailing a registered letter to the address of LDK SOLAR listed hereunder or by sending an email letter to the email account of LDK SOLAR listed hereunder in which CUSTOMER describes the claim in reasonable detail. Together with the notification, CUSTOMER must enclose the original invoice or sales receipt (indicating, among other things, the SALES DATE and the model and serial number of the MODULE(s)). Upon receipt, LDK SOLAR may in its sole and absolute discretion seek further verification of CUSTOMER's claim. The return of any MODULES will not be accepted unless prior written authorization has been given by LDK SOLAR and CUSTOMER has complied with the packaging and shipping instructions provided by LDK SOLAR. Only if previously authorized in writing by LDK SOLAR's customer service department, LDK SOLAR shall



reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES..

## 6. 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 the validity or enforceability of any other part, provision or clause of this LIMITED WARRANTY or its applicability to any other person or circumstance, and to this end such other parts, provisions, clauses or applications of this LIMITED WARRANTY shall be treated as severable.

## 7. Technical Disputes

In case of any dispute between LDK SOLAR and CUSTOMER as to the validity of any claim made under this LIMITED WARRANTY, a first-class international CBTL test-institute selected by LDK SOLAR in its sole and absolute discretion (such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or Arizona State University in Arizona/USA) shall be involved to judge the claim finally. Any measurements will be conducted in accordance with IEC 61215 Ed2 standards. All fees and expenses associated with engaging such institute shall be born by the losing party .

## 8. Various

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU MAY HAVE UNDER LAWS OF MANDATORY APPLICATION IN YOUR JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

In the event LDK SOLAR replaces any MODULE under this LIMITED WARRANTY, then (a) the replaced MODULE shall become the property of LDK SOLAR and (b) LDK SOLAR has the right to deliver a replacement MODULE of a different type (e.g., in size, color, shape and/or power) than the replaced MODULE if LDK SOLAR has discontinued producing the replaced MODULE at the time of the claim.

## 9. Warranty Transfer

This LIMITED WARRANTY is transferable to any subsequent owner of a MODULE solely in circumstances in which that MODULE remains installed in its original location. Any transferee is subject to all exclusions, limitations and conditions set forth herein.

## 10. Force Majeure

LDK SOLAR shall not be responsible or liable in any way to CUSTOMER or any third-party for any non-performance or delay in performance of any terms and conditions of sale, including this LIMITED WARRANTY, due to Acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control of LDK SOLAR. In such cases, performance by LDK SOLAR of this LIMITED WARRANTY shall be suspended without liability for the period of delay reasonably attributable to such causes.

## Definitions:

As used in Section 2 of this LIMITED WARRANTY, the term “**PEAK POWER AT STC**” means the power in Watt peak that a MODULE generates in its Maximum Power Point. “**STC**” stands for Standard Test Conditions, meaning: (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per  $m^2$  and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of LDK SOLAR valid at the date of manufacture of the PV-modules.



The term “**minimum PEAK POWER AT STC**” refers to the warranted minimum PEAK POWER AT STC of the MODULE within a given period according to this Limited Warranty, meaning the power in Watt peak that a MODULE generates in its Maximum Power Point, less the percentage of power tolerance stated in the applicable product information sheet for the MODULE.

**Contact Information:**

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