

Warranty Terms 2010

Limited Warranty for PV Modules

Dear customer:

Thank you for purchasing this product manufactured by LDK Solar Hi Tech Co., Ltd. (LDK SOLAR). The product is covered under this Limited Warranty for PV Modules, which:

- i. Is applicable only to modules purchased in Europe, which are marked with the CE label.
- ii. Must be activated by notifying LDK SOLAR on the installation location of the purchased PV modules within 3 months from their installation date.

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

LDK Solar Hi Tech Co., Ltd. (LDK SOLAR) warrants its Photovoltaic Solar Modules (MODULES), including factory-assembled DC connectors and cables, if any, to be free from defect in materials and workmanship under normal application, installation, use and service conditions. If MODULES fail to conform to this warranty, during the period ending Sixty (60) months from the date of purchase (SALES DATE) by the customer (CUSTOMER) of the MODULES, LDK SOLAR will, at its option, either repair or replace the product, or refund the purchase price as paid by the CUSTOMER. The repair or replacement or refund remedy shall be the sole and exclusive remedy provided under the “Limited Product Warranty” and shall not extend beyond the Sixty (60) months period set forth herein. This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (“Minimum Peak Power Warranty” and, together with the “Limited Product Warranty”, the “Limited Warranty for PV Modules”).

2. Minimum Peak Power Warranty - Limited Remedy 12 years

If, within a period of twelve (12) years from the SALES DATE, any MODULE(s) exhibits a power output less than 90 % of the minimum “Peak Power at STC” as specified as of the SALES DATE in LDK SOLAR’s Flash Report, provided that such loss in power is determined by LDK SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, LDK SOLAR will, at its sole option, either **(1)** replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of LDK SOLAR or **(2)** refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the power output less than 90% of the minimum “Peak Power at STC” as specified as of the Sales Date in LDK SOLAR’s Flash Report.

25 years

If, within a period of twenty-five (25) years from the SALES DATE any MODULE(s) exhibits a power output less than 80% of the minimum “Peak Power at STC” as specified as of the SALES DATE in LDK SOLAR’s Flash Report, provided that such loss in power is determined by LDK SOLAR (at its sole and absolute discretion) to be due to defects in material or workmanship, LDK SOLAR will, at its sole option, either **(1)** replace such loss in power by either (a) providing additional MODULES to the CUSTOMER to make up for such loss in power or (b) replacing the defective MODULE(s) at the option of LDK SOLAR or **(2)** refund the percentage of the cost of the MODULE (as measured by the then prevailing market price for similar MODULES) to the CUSTOMER representing the percentage of the

power output less than 80% of the minimum “Peak Power at STC” as specified as of the SALES DATE in LDK SOLAR’s Flash Report.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Minimum Peak Power Warranty”.

3. Exclusions and Limitations

(1) In any event, all warranty claims must be received within the applicable warranty period for this warranty to be effective.

(2) The “Limited Product Warranty” and the “Minimum Peak Power Warranty” do not apply to any MODULES which have 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
- Power failure surges, lightning, flood, fire, accidental breakage or other events outside LDK SOLAR’s control.

(3) Both the “Limited Product Warranty” and “Minimum Peak Power Warranty” do not cover any costs associated with installation, removal or re-installation of the MODULES and (except as explicitly set forth in the final paragraph of clause 5) customs clearance or any other costs for return of the MODULES.

(4) Warranty claims will not be honored if the type or serial number of the MODULES have been altered, LDK Warranty terms for year 2010

removed or made illegible.

4. Limitation of Warranty Scope

This “Limited Warranty for PV Modules” as set forth herein is expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability and of 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 writing signed and approved by LDK SOLAR. 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 the MODULES, including, without limitation, any defects in the MODULE, or from use or installation. Under no circumstances shall LDK SOLAR be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. LDK SOLAR’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER, for the single unit of MODULE.

5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this “Limited Warranty for PV Modules”, an immediate notification directly to LDK SOLAR shall be filed by mailing a registered letter in writing to the address of LDK SOLAR listed hereunder, or, sending an email letter to the email account of LDK SOLAR listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULE(s) and the original invoice or sales receipt (or any other evidence deemed satisfactory by LDK SOLAR in the absolute discretion) indicating, among other things, the SALES DATE and the model and serial number of

the MODULE(s). The return of any PV-modules will not be accepted unless prior written authorization has been given by LDK SOLAR. In connection with both the "Limited Product Warranty" and "Minimum Peak Power Warranty", LDK SOLAR shall reimburse the 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, only if this cost is previously authorized in writing by LDK SOLAR customer service department.

6. Severability

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

7. Technical Disputes

In case of any discrepancy in a warranty-claim, a first-class international CBTL test-institute such as Fraunhofer ISE in Freiburg/ Germany, TÜV Rheinland in Cologne/ Germany or ASU Arizona State University shall be involved to judge the claim finally. Any measurements will be conducted in accordance with IEC 61215 Ed2 standards. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by LDK SOLAR.

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 FOR PV MODULES DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU

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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 FOR PV MODULES MAY NOT APPLY TO YOU.

8. Various

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new warranty terms, nor shall the original terms of this "Limited Warranty for PV-Modules" be extended. Any replaced MODULES shall become the property of LDK SOLAR made for their disposal. LDK SOLAR has the right to deliver another type (different in size, color, shape and/or power) in case LDK SOLAR discontinued producing the replaced MODULES at the time of the claim.

9. Warranty Transfer

This warranty is transferable when the product remains installed in its original location at the warranty registration.

10. Force Majeure

LDK SOLAR shall not be responsible or liable in any way to the CUSTOMER or any third-party for any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Modules", 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 for PV Modules shall be suspended without liability for the period of delay reasonably attributable to such causes.

DEFINITIONS:

“Peak Power at STC” is the power in Watt peak that a PV- module generates in its Maximum Power Point.

“STC” are as follows:

(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.

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