

PHOTOVOLTAIC MODULE LIMITED WARRANTY

Effective July 1, 2011

This photovoltaic module limited warranty applies to MEMC Singapore Pte. Ltd. ("MEMC Singapore") photovoltaic modules with the following product codes (the "Modules"):

MEMC Singapore Module Product Code: MEMC-M225AMA, MEMC-M230AMA, MEMC-M235AMA, MEMC-M240AMA, MEMC-M245AMA, MEMC-M240LMA, MEMC-P270AMA, MEMC-P275AMA, MEMC-P280AMA, MEMC-P285AMA, MEMC-P270ACA, MEMC-P275ACA, MEMC-P280ACA, MEMC-P285ACA

MEMC 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 "Warranty" or "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 MEMC Singapore production factory (each, the "Warranty Start Date").

This Warranty is transferable to subsequent owners of the Modules where the Modules remain installed in their original location.

1. Limited Warranty For Materials and Workmanship

MEMC Singapore warrants its Modules, including factory-assembled DC connectors and cables, if any, to be free from defective workmanship and materials under normal application, installation, use and service conditions (the "Limited Warranty For Materials and Workmanship"). If Modules fail to conform to this standard during the period of sixty (60) months from the Warranty Start Date MEMC Singapore will, at its option, either repair or replace the product, or refund the then current market price of the affected Modules.

The repair, replacement or refund 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. Limited Warranty For Power

A. 10 Year Limited Warranty For Power

If, for a period of ten (10) years from the Warranty Start Date, any Modules exhibit a power output of less than ninety percent (90%) of the minimum "Peak Power at STC"¹ as specified in the applicable MEMC Singapore Module datasheet, then, MEMC Singapore will either: (1) replace such loss in power by either, at MEMC 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, or (2) refund the percentage of the cost of the Module (as measured by the then current market price of the Module) to the Customer representing the percentage of the power output less than 90% of the nominal power as specified in MEMC Singapore's product datasheet.

B. 25 Year Limited Warranty For Power

If, for a period of twenty-five (25) years from the Warranty Start Date, any Modules exhibit a power output of less than eighty percent (80%) of the minimum "Peak Power at STC"¹ as specified in the applicable MEMC Singapore Module datasheet, then, MEMC Singapore will either: (1) replace such loss in power by either, at MEMC 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, or (2) refund the percentage of the cost of the Module (as measured by the then current market price of the Module) to the Customer representing the percentage of the power output less than 80% of the nominal power as specified in MEMC Singapore's product datasheet.

The remedies set forth in this Clause 2 shall be the sole and exclusive remedies provided under the Limited Warranty For Power (the "Limited Warranty For Power") and shall not extend beyond the period set forth herein.

3. Exclusions and Limitations of Warranty

- A. This Warranty shall not apply to any Modules which have been subjected to: misuse, abuse, neglect, alteration, disassembly, removal from their original installation location, reinstallation and/or improper installation or application including improper wiring, installation in an environment that exceeds the standard operating conditions as specified in the Module product specifications, non-observance of MEMC Singapore's installation or maintenance instructions, repair or modifications by someone other than an MEMC Singapore approved technician, failures caused by power surges or other surrounding equipment, accidental breakage, lightning, flooding, fire, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, tsunamis, snow damage, heavy hail or other events caused by forces of nature.
- B. Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible.
- C. 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.
- D. This Warranty does not cover any costs associated with installation, removal or re-installation of the Modules, any customs clearance or any other costs for return or re-shipment of Modules.
- E. All Warranty claims must be received within the applicable Warranty period for this Warranty to be effective.
- F. MEMC Singapore shall not be responsible or liable in any way to any party for any non-performance or delay in performance of this Warranty due to events of 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 MEMC Singapore. In such cases, performance by MEMC Singapore of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.
- G. 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 Warranty be extended. Any replaced Modules shall become the sole and exclusive property of MEMC Singapore. MEMC Singapore has the right to deliver another type (different in size, color, shape and/or power) where MEMC Singapore has discontinued producing the Modules being replaced under the claim.
- H. The Warranties set forth herein are 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 MEMC Singapore, unless such other obligations or liabilities are expressly agreed to in writing signed by a duly authorized representative of MEMC Singapore. MEMC Singapore 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 MEMC Singapore 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. MEMC Singapore's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the Customer for the affected Modules.
- I. YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS WARRANTY MAY NOT APPLY TO YOU.

5. Obtaining Warranty Performance

If the Customer or subsequent owner of the Modules feels they have a justified claim covered by this Warranty, such person shall send written notification directly to MEMC Singapore by registered mail to the address listed below within thirty (30) days of the discovery of the defect giving rise to the Warranty claim. Such written notification shall include a description and any evidence of the Warranty claim, together with the corresponding serial numbers of the affected Modules and claimant's purchase documentation clearly showing the purchase date, purchase price and Module type. The return of any Modules will not be accepted by MEMC Singapore unless prior written authorization has been provided by MEMC Singapore.

6. Technical Disputes Arising Under Warranty Claims

If a technical dispute arises during a Warranty claim, either party to the 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. The appointed technical expert shall provide its opinion regarding the technical condition of the Modules, and the validity of the Warranty claim. 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. All fees and expenses of this technical expert's review shall be paid by the party not prevailing under the technical dispute. The technical expert's opinion shall be non-binding, provided however that, the expert's opinion shall be admissible evidence in any Warranty dispute process. MEMC Singapore shall have the final explanation right in any Warranty dispute process.

7. Severability

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

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¹ "Peak Power at STC" is the peak watt power generated by a photovoltaic module in its maximum power point under Standard Test Conditions ("STC"). "STC" means (a) light spectrum of AM 1.5, (b) an irradiation of 1.000 W per m² 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 MEMC Singapore valid at the date of manufacture of the Modules. MEMC Singapore's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.