

Limited Warranty for PV Modules Professional Offer – September 2013 Edition



Thank you for purchasing a LDK PV Module (“MODULE”) manufactured by Jiangxi LDK Solar Hi-Tech Co., Ltd. (“LDK SOLAR”).

This Limited Warranty for PV Modules (“LIMITED WARRANTY”) applies to LDK Solar PV Modules (“MODULES”) and each singularly defined as “MODULE”) manufactured by Jiangxi LDK Solar Hi-Tech Co., Ltd. (“LDK SOLAR”) and purchased by the customer (“CUSTOMER”), defined as the first owner of the MODULES after their installation.

1. Warranted products

This LIMITED WARRANTY shall only apply to the following MODULES supplied by LDK SOLAR, which applies for the customer in case he upgraded to the LDK Solar Professional Offer:

a) Multicrystalline silicon MODULE (MULTICRYSTALLINE MODULE)

LDKxxxPAFW series - from LDK235PAFW to LDK260PAFW type
LDKxxxPABW series - from LDK235PABW to LDK260PABW type
LDKxxxPABB series - from LDK235PABB to LDK260PABB type
LDKxxxPBFW series - from LDK285PBFW to LDK315PBFW type
LDKxxxPCFW series - from LDK190PCFW to LDK215PCFW type
LDKxxxPCBW series - from LDK190PCBW to LDK215PCBW type
LDKxxxPCBB series - from LDK190PCBB to LDK215PCBB type

b) Monocrystalline silicon MODULE (MONOCRYSTALLINE MODULE)

LDKxxxMAFW series - from LDK245MAFW to LDK270MAFW type
LDKxxxMABW series - from LDK245MABW to LDK270MABW type
LDKxxxMABB series - from LDK245MABB to LDK270MABB type
LDKxxxMCFW series - from LDK195MCFW to LDK220MCFW type
LDKxxxMCBW series - from LDK195MCBW to LDK220MCBW type
LDKxxxMCBB series - from LDK195MCBB to LDK220MCBB type

The “xxx” placeholder stands in each case above for indication of NOMINAL POWER (as defined in Section 14 “Definitions”) indication set out in the relevant MODULE datasheets.

2. Limited Product Warranty – 12 Years Repair, Replacement or Refund Remedy

LDK SOLAR warrants the CUSTOMER that 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 twelve (12) years starting from the WARRANTY START DATE (as defined in Section 13 “Validity”). If any MODULE fails to conform to the warranty in this Section 2, LDK SOLAR will, at its sole option, either

- repair or replace the MODULE or
- refund a reasonable pro-rate portion of the purchase price paid by CUSTOMER for the MODULE as a compensation.

Any deterioration in appearance of the product (including any scratches, stains, mechanical wear, rust, or mould), or any other changes to the product which occur after delivery to the CUSTOMER, do not constitute a defect under this LIMITED WARRANTY insofar the change does not lead to a deterioration of the operational capabilities of the MODULE according to Limited Power Warranty conditions set forth in Section 3. A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

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 LIMITED WARRANTY in this Section 2 and any repair or replacement shall not extend the warranty period set forth herein. The warranty in this Section 2 does not warrant a specific power output, which shall be exclusively covered in Section 2 of this LIMITED WARRANTY.

3. Limited Power Warranty

3.1. Limited Power Warranty – 1 year

LDK SOLAR warrants that within a period of one (1) year from the WARRANTY START DATE:

- the POLYCRYSTALLINE MODULE exhibits a POWER OUTPUT (as defined in Section 14. “Definitions”) not below ninety-seven (97%) of the NOMINAL POWER (as defined in Section 14. “Definitions”) specified in LDK SOLAR’s applicable product information sheet for the MODULE;
- the MONOCRYSTALLINE MODULE exhibits a POWER OUTPUT (as defined in Section 14. “Definitions”) not below ninety-seven (96,5%) of the NOMINAL POWER (as defined in Section 14. “Definitions”) specified in LDK SOLAR’s applicable product information sheet for the MODULE.

3.2. Limited Power Warranty – 25 years

LDK SOLAR warrants that after the first year from the WARRANTY START DATE:

- the POLYCRYSTALLINE MODULE exhibits a NOMINAL POWER decrease not more than 0,7% per year for a period of twenty-four (24) years so that after twenty-five (25) years from the WARRANTY START DATE, the module exhibits an POWER OUTPUT not below 80,2% of the NOMINAL POWER specified in LDK SOLAR’s applicable product information sheet for the MODULE;
- the MONOCRYSTALLINE MODULE exhibits a NOMINAL POWER decrease not more than 0,68% per year for a period of twenty-four (24) years so that after twenty-five (25) years from the WARRANTY START DATE, the module exhibits an POWER OUTPUT not below 80,18% of the NOMINAL POWER specified in LDK SOLAR’s applicable product information sheet for the MODULE.

4. Limited Remedy

If any MODULE fails to conform to the Limited Power Warranty thresholds in this Section 3 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

- repairing or replacing the MODULE, or
- providing an additional MODULE to CUSTOMER to make up for such loss in power, or
- providing economical compensation for the reduced POWER OUTPUT performance of the 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 3 and any repair or replacement shall not extend the warranty period set forth herein.

5. 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:

- All warranty claims must be received within the applicable warranty period for this LIMITED WARRANTY to be effective.
- 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 direct contact with salty water, that is in offshore (e.g. platforms) and marine (e.g. piers, boats) applications, or contamination by exceptional exposition to salty water or other chemicals;
 - Installation in marine environments (that is, in locations where the distance from the sea is below 500 m) in case of the requirements imposed in the applicable installation manual of the MODULE are not fulfilled;
 - Power failure surges, lighting, flood, fire, natural disaster, accidental breakage, vandalism or other events outside LDK SOLAR’s control.
- 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 7 below) customs clearance or any other costs for return of any MODULE.
- The CUSTOMER (and/or their Forwarding Company) is responsible to inspect and accept the MODULES delivered by LDK SOLAR. Any claim related and/or linked to damages on packaging, such as impacts on the pallets, will be accepted by LDK SOLAR only during the delivery. In other situations, damages should be claimed to the Forwarding Company or Insurance Company.
- Warranty claims will not be honoured if the type or serial number of any MODULE has been altered, removed or made illegible.

Limited Warranty for PV Modules Professional Offer – September 2013 Edition



6. 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.

7. Warranty Claim Submission and Verification

If the CUSTOMER believes it has a justified claim covered by and wishes to seek a remedy under this LIMITED WARRANTY, CUSTOMER shall promptly contact the local Customer Service Manager, where applicable, submitting written notification by mailing a registered letter or by sending an Email letter, who will then provide instructions and Claim Form for filing the claim. If not applicable, CUSTOMER shall submit written notification directly to LDK SOLAR by mailing a registered letter to the address of LDK SOLAR listed hereunder (Section 15) or by sending an Email letter to the Email account of LDK SOLAR listed hereunder (Section 15) in order to get instructions and the Claim Form for filing the claim. CUSTOMER shall provide LDK SOLAR with evidence of the claimed MODULE defect or underperformance, accompanied by all the serial numbers of the claimed MODULES to validate the claim. Upon receipt of all the documentation required and specified in LDK SOLAR's Claim Form, LDK SOLAR may in its sole and absolute discretion seek further verification of CUSTOMER's claim. The return of any MODULE 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. Any claim for remedy under this LIMITED WARRANTY shall be submitted by the CUSTOMER to LDK SOLAR within three (3) months after discovery of the claimed MODULES.

8. 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 a applications of this LIMITED WARRANTY shall be treated as severable.

9. 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 recognized ISO 17025 Certified Body Test Laboratory recognized by LDK SOLAR in its sole and absolute discretion, shall be involved to judge the claim finally. Any measurement will be conducted in accordance with IEC 60904 standards and at Standard Test Conditions (as defined in Section 14 "Definitions"). All fees and expenses associated with engaging such institute shall be borne by the losing party.

10. Various

CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS CUSTOMER MAY HAVE UNDER LAWS OF MANDATORY APPLICATION IN HIS 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 CUSTOMER. 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 if specific type is not available because LDK has discontinued producing the replaced MODULE at the time of the claim or any other reasons of major force.

11. 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.

12. 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.

13. Validity

This LIMITED WARRANTY shall apply to MODULES specified in Paragraph 1 manufactured by LDK SOLAR, with production date from 01/06/2013 and purchased by CUSTOMER by signing the respective Sales Contract with LDK Solar.

The start date of this LIMITED WARRANTY ("WARRANTY START DATE") shall be defined as the earlier of the sales invoice date of purchase of the MODULE by the CUSTOMER or one (1) year after the MODULE delivery from LDK SOLAR facilities.

This LIMITED WARRANTY shall be valid until a new revision is issued by LDK SOLAR

14. Definitions

As used in Section 3 of this LIMITED WARRANTY, the term "POWER OUTPUT" of the MODULE is the power in watt [W] that a MODULE generates in its Maximum Power Point, measured at Standard Test Conditions (STC), meaning:

- An irradiance of 1000 watt per square meter [W/m²]
- Light spectrum of Air Mass (AM) 1.5
- A cell temperature of 25 degree centigrade [°C] at right angle irradiation.

The POWER OUTPUT measurement shall be carried out in accordance with IEC 60904, with a measurement system error in accordance with EN 50380, by a LDK SOLAR facility or by a 3rd party Testing Laboratory recognized by LDK SOLAR. Testing equipment tolerances will be applied to all POWER OUTPUT measurements.

The term "NOMINAL POWER" means the nominal power output in watt [W] declared both in the nameplate of the MODULE placed on its backside and in LDK SOLAR's applicable product information sheets for the MODULE itself. The declared NOMINAL POWER is defined in accordance with IEC 60904, with a measurement system error in accordance with EN 50380 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 MODULE.

15. Contact Information

LDK Customer Service
LDK Solar Hi-Tech (Nanchang) Co., Ltd.
No.1699 Tianxiang Road, Hi-Tech
Industrial Development Zone,
330096 Nanchang City, Jiangxi, China.
aftersales@ldksolar.com
technical@ldksolar.com
www.ldksolar.com

LDK Solar EMEA Customer Service
aftersales.eu@ldksolar.com
technical.eu@ldksolar.com

LDK Solar North America Customer Service
aftersales.us@ldksolar.com