

# LIMITED WARRANTY FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM [HANWHA Q.CELLS GMBH]

## Dear Customer,

You have made an excellent choice in purchasing quality modules from [Hanwha Q.CELLS GmbH] ("Q CELLS"). The photovoltaic modules you have purchased have been manufactured with great care and have undergone a final functional test. We also provide the following limited warranty ("Warranty"):

### SCOPE

This Warranty applies exclusively to Q CELLS photovoltaic modules of the following types (the "Modules"):

- Q.PEAK G2
- Q.PEAK G3
- Q.PEAK BLK G2
- Q.PEAK BLK G3
- Q.PRO G2
- Q.PRO G3
- Q.PRO L

All Modules must be sold and installed within the United States and bear our manufacturer's label to be eligible for this Warranty.

Warrantor is Hanwha Q.CELLS GmbH, OT Thalheim, Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany.

The applicable Warranty period begins on the date of the initial purchase of the Modules by the original end customer as set forth in the applicable invoice (the "Purchase Date").

### 12-YEAR PRODUCT WARRANTY

Q CELLS warrants to you that Modules which are installed in accordance with the applicable installation and operation manual and other product documentation provided to customers by Q CELLS for the Modules (collectively, "Product Instructions") will not show any defects in materials or workmanship for a period of twelve years after the applicable Purchase Date. In the event that a Module has any such defect covered by this warranty (case of warranty), Q CELLS, at its choice, will either repair the defect or supply a replacement Module. If Q CELLS is unable to repair the defect or supply a replacement Module, Q CELLS will have the right to refund you the prorated value of the purchase price paid by you to Q CELLS or Q CELLS' authorized reseller for the affected Modules ("Purchase Price"), provided that you first return to Q CELLS the affected Module. The foregoing constitutes your sole and exclusive remedy for a breach of the warranty set forth in this paragraph (the "Product Warranty").

### 25-YEAR LINEAR PERFORMANCE WARRANTY

In addition, Q CELLS provides you the following performance warranty ("Performance Warranty") for Modules which are installed in accordance with the applicable Product Instructions:

In the first year after the Purchase Date the Modules will produce a minimum power output of at least 97 % of that specified in the Module data sheet. From a period beginning on the first anniversary of the Purchase Date and ending on the twenty-fifth anniversary of the Purchase Date, the Modules will have a yearly maximum decrease of power output (degradation) of not more than 0.6 % of the power output specified in the Module data sheet within the framework of the power tolerance, i.e. the Module will have a minimum power output of at least 83 % of the power output specified in the Module data sheet at the end of the twenty-five year period.

All power output measurements will be performed under the STC Standard Test Conditions used by Q CELLS on the Purchase Date. The STC Standard Test Conditions are customary standardized basic conditions for the measurement of the power of solar modules. The currently valid STC Standard Test Conditions

are defined in the IEC standards EN 61215 and 60904-3.

In the event of a breach of this Performance Warranty, Q CELLS will, at its choice, repair the defect, replace the affected Module, supply additional modules sufficient to make up for the power output reduction, refund you the full Purchase Price of the affected Module provided that you first return to Q CELLS the affected Module, or refund you a percentage of the Purchase Price of the affected Module equal to the percentage reduction in minimum power output compared to the minimum power output warranted under this Performance Warranty. The foregoing constitutes your sole and exclusive remedy for a breach of this Performance Warranty.

### EXCLUSIONS FROM THE PRODUCT AND PERFORMANCE WARRANTY

Irrespective of contributory root causes, this Warranty does not cover the following cases:

- Handling, storage, installation, configuration, testing, or use not in accordance with the Product Instructions (e.g., static, installation of mutually incompatible modules, inadequate system design, and incompatible inverter);
- Repair, servicing or maintenance work not in accordance with the Product Instructions or failure to perform maintenance as required by the Product Instructions.
- Usage in an environment outside the parameters specified in the Product Instructions, including without limitation high snow load outside such parameters;
- Usage for purposes or in circumstances not conforming to the product specifications (as set out in the module data sheet applicable to the modules in any given case) and not complying with the installation and operating instructions;
- Damage caused by environmental sources, such as but not limited to pollution of any kind as well as fire, explosion, smoke or charring;
- Damage caused by acts of nature or God, including without limitation lightning, hail, frost, snow, or storms;
- Damage caused by abuse, negligence, neglect, or accident, including without limitation acts of violence and vandalism
- Damages to the photovoltaic system in which the Modules are installed, or damages caused by factors such as voltage fluctuations, power peaks, excess voltage, power failure etc.;
- Scratches, marks, mechanical wear, rust, mold, degradation, dis-coloration and other changes which occur after the delivery of the Modules but which do not result in any adverse effect on the mechanical stability of the Module or a reduction of performance which exceeds the levels set out in the Performance Warranty; and
- Issues not reproducible by Q CELLS.

The following cases are also excluded from the Warranty:

- The Q CELLS Modules are modified or altered or used in processes involving other products without obtaining prior written consent from Q CELLS.
- The serial number or product label has been removed, changed, deleted or made unrecognizable or if it is no longer clearly distinguishable for other reasons beyond Q CELLS' control and therefore it is not possible to conclusively identify the Modules.

Use on mobile carriers such as motor vehicles or ships. As part of the warranty there is no claim to compensation for the

# LIMITED WARRANTY FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM [HANWHA Q.CELLS GMBH]

reimbursement of costs for dismantling, installation or replacement, loss of yield or other indirect damages.

## CLAIMS UNDER WARRANTY/NOTIFICATION OF DEFECTS

You must check the Modules for visible defects upon delivery. If you discover any defects, you must report these immediately to Q CELLS.

You must report any Warranty claim to Q CELLS during the applicable Warranty period and no later than thirty (30) days after discovering the breach of Warranty.

Please contact us first in writing or electronically. Contact information, the required data and the procedure of the complaint process are described in document Q CELLS' RMA process (Return Merchandise Authorization). You must follow the RMA process to be eligible for Warranty service.

If you have any questions please contact your seller or Q CELLS at the following e-mail address: [service@q-cells.com](mailto:service@q-cells.com).

We ask for our customers' understanding that Q CELLS cannot accept any unauthorized return shipments of Modules and will not take delivery of such items.

## PERFORMANCE OF THE WARRANTY SERVICES

In all cases, Q CELLS shall have the choice in accordance with this Warranty as to how Warranty claims are settled. Q CELLS may use the services of a third party service partner for this purpose.

- Q CELLS shall pay the costs of a technical inspection of the affected Module in case of a Warranty claim. If there is no breach of Warranty as reasonably determined by Q CELLS, you will pay these costs
- Q CELLS shall only accept liability under the performance warranty if the performance parameters measured by Q CELLS in the STCs (Standard Test Conditions) are not achieved.
- The returned Modules shall remain your property unless Q CELLS chooses to replace such Modules, in which case ownership of the replaced Modules passes to Q CELLS.
- Any repaired or replaced Modules shall be covered by the Warranty for the remaining portion of the original Warranty period as applicable.
- If Q CELLS supplies replacement or additional modules under this Warranty and the original Module type is no longer available, Q CELLS will have the right to provide replacement or additional modules of a similar or equivalent type from the product range available at the time of the claim as long as they are suitable for the intended purpose.
- In the event of glass breakage, Q CELLS reserves the right to perform a static calculation to verify the substructure was designed in accordance with the Product Instructions.
- Q CELLS will have no liability in connection with this Warranty for any costs or expenses of dismantling or installing Modules or

replacement modules.

## DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THE PRODUCT WARRANTY AND THE PERFORMANCE WARRANTY, Q CELLS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE MODULES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND SYSTEM INTEGRATION.

## LIMITATION OF LIABILITY

Q CELLS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS OR LOSS OF YIELD, ARISING FROM OR RELATING TO THIS WARRANTY OR THE MODULES, EVEN IF Q CELLS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. Q CELLS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS WARRANTY AND THE MODULES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE PRODUCT PRICE FOR THE MODULE(S) AT ISSUE. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF EXCLUSIVE REMEDIES FOR BREACH OF THIS WARRANTY. Q CELLS DISCLAIMS ALL LIABILITY OF ANY KIND OF Q CELLS' SUPPLIERS UNDER THIS AGREEMENT.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS WARRANTY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## ASSIGNMENT OF WARRANTY FOR PV MODULES

This Warranty for PV Modules in its entirety, extends only to the original purchaser, and is transferrable in its entirety to any other person to whom title to the PV Modules has been transferred provided that a) a prior written notice of such transfer has been received by Q CELLS, and b) the PV Modules remain installed in their original installation location.

## GOVERNING LAW

These Warranty terms and conditions shall be exclusively governed by the laws of the State of California, without giving effect to any conflict of laws principles that would require the application of the laws of another State laws principles that would require the application of the laws of another State.