

# WARRANTY TERMS AND CONDITIONS FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM HANWHA Q CELLS GMBH

Valid from September 1st, 2014

## SUMMARY OF LIMITED WARRANTY TERMS AND CONDITIONS

### 12 YEARS PRODUCT WARRANTY

For material defects or processing defects.  
**HOT-SPOT PROTECT and ANTI PID TECHNOLOGY<sup>1</sup>.**

### 25 YEARS LINEAR PERFORMANCE WARRANTY

At least 97 % of the nominal power within the first year. Thereafter, decrease of the power output will not exceed 0.6 % p. a.  
Minimal nominal rated power after 25 years at least 83 %<sup>2</sup>.

#### Dear Customer,

You have made an excellent choice in purchasing quality Q CELLS modules manufactured by Hanwha Q CELLS GmbH (hereafter, Q CELLS). The photovoltaic modules you have purchased have been manufactured with great care and have undergone a final functional test.

If, however, a module shows a material defect or a processing defect or suffers a loss of power during the warranty period, we provide the following Q CELLS limited warranty, subject to the terms and conditions hereof.

#### SCOPE

The following limited warranty terms and conditions apply exclusively to Q CELLS photovoltaic modules of the following types:

- Q.PEAK, Q.PEAK BLK
- Q.PEAK-G3, Q.PEAK BLK-G3
- Q.BASE-G2
- Q.PRO L, Q.PRO-G2, Q.PRO-G3, Q.PRO BFR-G3

manufactured by Q CELLS, sold and installed within the United States and Puerto Rico, and which bear the manufacturer's label of Q CELLS.

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

The warranty period begins with the initial purchase of the solar modules by the end customer; the date of invoice is relevant. Any performances of services under this limited warranty will not extend the warranty period.

#### 12-YEAR PRODUCT WARRANTY

Q CELLS warrants that modules under normal operating conditions and which are installed, used and serviced in accordance with the relevant product information, particularly the module specifications, installation instructions and other product documentations, will not show any material defects or workmanship defects for a period of 12 (twelve) years after initial purchase. In the event that a module has a defect covered by this warranty (case of warranty), Q CELLS may choose, at its sole discretion, to repair the defect or to supply a module free of defects.

#### 25-YEAR LINEAR PERFORMANCE WARRANTY<sup>2</sup>

In addition, Q CELLS provides the following performance warranty for modules which are installed, used and serviced in accordance with the relevant product information, particularly the module specifications, installation instructions and other product documentations.

In the first year after the initial purchase the crystalline modules will produce a minimum power output of at least 97 % specified in the module

data sheet. From the 2nd year onwards and for a duration of 24 years the crystalline modules will have a yearly maximum decrease (degradation) of power of not more than 0.6 %, i.e. after 25 years the crystalline module will have a minimum power output of at least 83 % of the minimum power output specified in the module data sheet.

All power data refers to measurements under the STC Standard Test Conditions applicable at the beginning of this warranty. The STC Standard Test Conditions are customary standardized basic conditions for the measurement of the power of solar modules. The currently valid Standard Test Conditions are defined in the IEC standards EN 61215 and 60904-3.

In the event of a claim under this performance warranty, Q CELLS shall, at its sole discretion, make up the difference to the guaranteed power output by refinishing the system by replacing the module or by supplying additional modules as described in "PERFORMANCE OF THE WARRANTY SERVICES" or by reducing the purchase price in proportion of the actual power to the guaranteed power, taking into account an annual depreciation rate on the original purchase price as evidenced by the invoice produced by the customer. Other payments of any nature, including, but not limited to the compensation for expenses or for related damages, shall not be covered by the warranty.

#### EXCLUSIONS FROM THE PRODUCT AND PERFORMANCE WARRANTIES

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

- incorrect usage, misuse, modifications of the modules or incorrect handling including usage or handling in any manner that is contrary to the instructions in any relevant product information, particularly the module specifications, installation instructions and other product documentations for such product;
- errors relating to the transport, storage, installation, or use, e.g. through non-compliance with installation and operating manual or any other instructions issued by Q CELLS for the customer in this regard at the time of purchase, incorrect static, etc.;

<sup>1</sup> HOT-SPOT PROTECT: The modules are safe against backside destruction caused by Hot-Spot effects due to partial shading of modules.

ANTI PID TECHNOLOGY: The modules are safe against potential-induced degradation in accordance to the test criteria: Cells at -1000 V against grounded, with conductive metal foil covered module surface, 25 °C, 168 h

<sup>2</sup> All data referring to the module power/performance are within the framework of the power tolerances as defined in the respective data sheet.

- incorrect system configuration, e.g. installation of mutually incompatible modules, as well as inadequate system design, particularly (but not limited to) incompatible inverter;
- incorrect system configuration, e.g. installation of mutually incompatible modules, as well as inadequate system design, particularly (but not limited to) incompatible inverter;
- incorrect or inadequate servicing or maintenance work (cf. information set out in the relevant product information);
- usage for unusual purposes or purposes specifically categorized as being unsuitable for usage of the product, in unusual circumstances or in unsuitable ambient conditions not conforming to the product specifications (as set out in the module data sheet applicable to the modules in any given case) or not complying with the installation and operating instructions;
- damage caused by extreme environmental sources of impact, including, but not limited to such as acid rain, saline air, pollution of any kind as well as fire, explosion, smoke or charring;
- damage caused by acts of nature or acts of god, including, but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, earthquakes, typhoons, volcanic eruptions, ground motions, earth fissures or landslides;
- damage caused directly or indirectly by acts of violence or intervention by third parties or external forces, such as misadventure, riots, war, insurrection, communal violence or vandalism as well as damage caused by game animals and other forces majeure;
- damage to the photovoltaic system in which the modules are installed, most notably caused by factors, including, but not limited to such as voltage fluctuations, power peaks, excess current, power failure poor electrical or mechanical engineering work, or other faults occurring in a power supply system with or without mains connection, whether or not such faults in the power supply system was contributed to by any act or omission of the customer;

The following cases are also excluded from the warranty:

- the Q CELLS modules are modified or used in processes involving other products without obtaining written consent from Q CELLS;
- scratches, marks, mechanical wear, rust, mold, degradation, discoloration and other changes which occur after the delivery of the modules by Q CELLS but which do not result in any adverse effect on the mechanical stability of the product or a reduction of performance which exceeds the levels set out in the performance warranty;
- incorrect system configuration, for example the installation of mutually incompatible modules;
- inadequate system size, in particular the incorrect selection of the AC power inverter;
- the serial number or product label has been removed, changed, deleted or made unrecognizable or it is no longer clearly distinguishable and legible for other reasons beyond Q CELLS' reasonable control and therefore it is not possible to conclusively identify the modules.

This limited warranty does not apply to modules which are used on mobile carriers such as motor vehicles, mobile homes or ships. The same applies

to the usage of modules in high snow loads where the conditions of use exceed the specifications set out in the relevant product information, particularly the module specifications, installation instructions and other product documentations.

As part of the limited warranty there is no right to compensation for or the reimbursement of costs for dismantling, installation or replacement, loss of yield or other indirect or consequential damages.

#### CLAIMS UNDER THE LIMITED PRODUCT AND PERFORMANCE WARRANTY / NOTIFICATION OF DEFECTS

The supplied modules must be checked for visible defects when they are purchased. Any defects discovered during this process must be reported immediately to the vendor, if any, who shall be the first point of contact for the end customer or photovoltaic system owner. In case there is no other vendor, the first point of contact shall be Hanwha Q CELLS USA Corp. (with contact details as referred to below). If the defects are not reported immediately to the vendor or Hanwha Q CELLS USA, the warranty becomes discharged.

Any warranty claim for defects not visible upon inspection at the time of purchase must be reported to the vendor or Hanwha Q CELLS USA Corp. prior to the end of the applicable warranty period and no later than 30 days after discovering the breach of warranty.

Please contact the vendor or Hanwha Q CELLS USA Corp. first in writing or electronically. Contact information, the required data and the procedure of the complaint process are described in the RMA process document (Return Merchandise Authorization) available at Hanwha Q CELLS USA Corp.

If you have any questions please contact your seller or, as the case may be, Hanwha Q CELLS USA Corp. at the contact details referred to below 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 the company will not take delivery of such items.

#### PERFORMANCE OF THE WARRANTY SERVICES

- In all cases, Q CELLS shall have the choice, at its sole and absolute discretion, as to how warranty claims are settled. Q CELLS may use the services of a customer service unit or a service partner for this purpose as deemed fit by Q CELLS.
- Q CELLS shall pay the costs of a technical inspection and transport in the event that the warranty claim is confirmed by such inspection. Otherwise the claimant shall be charged with these costs.
- Q CELLS shall only be liable under the limited performance warranty if and only in the situation wherein the performance (i.e. module power) measured by Q CELLS under the STCs (Standard Test Conditions) does not meet the performance warranted thereunder.
- The Customer must comply with the Return Merchandise Authorization (RMA) issued by Q CELLS.
- The Customer must submit the original receipt or invoice which bears the date of purchase, the serial numbers of the relevant modules, and the name of the authorized seller.

- The modules sent to Q CELLS in the course of the RMA process shall remain the property of the customer until any inspection has been completed and Q CELLS provides a replacement or refund. If under the warranty a replacement or refund takes place, the ownership of these modules passes to Q CELLS.
- Any repaired, replacement or additionally supplied module hereunder will be warranted only for the remainder of the original warranty period applicable to the original module.
- Q CELLS hereby assures that any replacement parts used for the rectification of defects shall be of equivalent or better quality, and that they shall be covered by the product warranty for the remaining portion of the original warranty period.
- If Q CELLS supplies replacement or additional modules on the basis of these warranty terms and conditions the replacement or additional modules may be 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 and if the original module type is no longer available.
- In the event of glass breakage a static calculation to verify the substructure is an additional prerequisite for exercising a claim under the limited warranty.
- If a module is sold as a consumer product, to the extent required by applicable law, if Q CELLS cannot remedy the defective module after reasonable attempts, Q CELLS may elect to deliver a replacement module or (i) with respect to the limited product warranty, a refund of the purchase price after taking into account an annual 4 % depreciation rate or (ii) with respect to the limited performance warranty, the lesser of the amount of such refund or a reduction of the purchase price in the same proportion as the power shortfall bears to the guaranteed power.

#### WARRANTY LIMITATIONS

THE EXCLUSIVE WARRANTY REMEDIES SET FORTH HEREIN ARE THE SOLE REMEDIES FOR ANY BREACH OF WARRANTY BY Q CELLS. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY MODULES SUPPLIED BY Q CELLS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; PROVIDED, THAT IF A MODULE IS SOLD AS A CONSUMER PRODUCT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE LIMITED TO THE PERIODS OF THE LIMITED PRODUCT AND LIMITED PERFORMANCE WARRANTIES SET FORTH ABOVE, OR SUCH SHORTER PERIOD(S) AS REQUIRED BY APPLICABLE LAW. THIS LIMITED WARRANTY GIVES CUSTOMERS SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

UNLESS A MODULE IS SOLD AS A CONSUMER PRODUCT AND MANDATORY, NON-WAIVABLE, STATUTORY RIGHTS REQUIRE OTHERWISE, YOU WAIVE, AND IN NO EVENT SHALL Q CELLS BE LIABLE FOR ANY LOSS OF REVENUE, OR CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS WARRANTY OR ANY MODULE OR ANY REPLACEMENT OR ADDITIONAL MODULE SUPPLIED BY Q CELLS HEREUNDER EVEN IF AWARE OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS A MODULE IS SOLD AS A CONSUMER PRODUCT AND MANDATORY, NON-WAIVABLE, STATUTORY RIGHTS REQUIRE OTHERWISE, Q CELLS' TOTAL LIABILITY ARISING FROM OR RELATING TO THIS WARRANTY, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE

AMOUNT PAID TO Q CELLS OR ITS SUBSIDIARIES FOR THE MODULE WHICH IS THE SUBJECT OF THE CLAIM(S) OR DISPUTE(S).

#### TRANSFER OF LIMITED WARRANTY

This limited warranty is transferable with respect to any module to a new owner of the entire photovoltaic system in which such module is originally installed, provided that such system remains intact in its original place of installation. This warranty may not otherwise be assigned or transferred.

#### GENERAL

If any provision of these limited warranty terms and conditions is held to be invalid, illegal or unenforceable in any respect, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Limited Warranty, the construction of its terms and the interpretation and enforcement of your rights hereunder shall be governed by the laws applicable in the country and state of the original installation location of the Module(s), to the exclusion of such country's and state's conflicts of law rules as well as the exclusion of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other international uniform laws.

All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country and state of the original installation location of the module(s).

All statutory warranty rights which you have in case of a material defect or a legal defect against your seller in accordance with the applicable sales law are not restricted by this warranty. You can exercise your statutory warranty rights against the seller regardless of whether there is a warranty case or whether you exercise a claim to Q CELLS under this warranty.