

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

Valid from October 1st, 2015

SUMMARY OF LIMITED WARRANTY TERMS AND CONDITIONS

12 YEARS PRODUCT WARRANTY

For material defects or processing defects.
HOT-SPOT PROTECT and ANTI PID TECHNOLOGY¹.

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 %.

SCOPE

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

- B.LINE PRO-G4
- B.LINE PRO-G4.1
- B.LINE PRO BFR-G4
- B.LINE PLUS-G4
- B.LINE PLUS-G4.1
- B.LINE PRO-G4/SC
- B.LINE PRO L-G3

sold and installed within the European Union (except for Anguilla, Bermuda, Virgin Islands, British Indian Ocean Territory, Falkland Islands, Cayman Islands, Montserrat, Pitcairn Islands, Saint Helena, Ascension and Tristan da Cunha, South Georgia and the South Sandwich Islands, Turks- und Caicos Islands, Clipperton, French Guiana, French Polynesia, French Southern and Antarctic Territories, Guadeloupe, Martinique, Mayotte, New Caledonia, Réunion, Saint-Barthélemy, Saint-Martin, Saint-Pierre und Miquelon, Wallis and Futuna, Aruba, Curaçao, Sint Maarten, Bonaire, Saba and Sint Eustatius, Bouvet Island, Canary Islands, Ceuta, Melilla, Illhas Selvagens, Greenland, Jan Mayen, Svalbard, Faroe Islands, Guernsey, Isle of Man, Jersey, Gibraltar, Azores, Madiera), Switzerland and Turkey and which bear our manufacturer's label (hereinafter also referred to as the "Modules").

Warrantor is Hanwha Q CELLS GmbH, OT Thalheim, Sonnenallee, 17-21, 06766 Bitterfeld-Wolfen, Germany (hereinafter also referred to as "Q CELLS").

The warranty is granted only to the end customer who was first delivered with the Modules directly by Q CELLS or to the end customer who was delivered with the Modules directly from an installer who has been delivered with the Modules directly by Q CELLS to resell and install the Modules at the place of their first installation (whereas these end customers and installer customers are hereinafter also referred to as the "Customer"). This warranty is not granted to other resellers or other purchasers of the Modules.

The warranty period begins with the initial purchase of the Modules by the Customer (whereas the date of invoice shall be relevant to determine the date of the initial purchase). Any performances of services under this 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, in particular 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 by the Customer, PROVIDED THAT SUCH MATERIAL DEFECT OR WORKMANSHIP DEFECT HAS NOT ONLY VISUAL EFFECTS ON THE MODULE BUT CAN BE EVIDENCED TO EFFECT THE SAFETY, MECHANICAL STABILITY OR (AS DESCRIBED BELOW IN THE SECTION "25-YEAR LINEAR PERFORMANCE WARRANTY") MINIMUM POWER OUTPUT PERFORMANCE.

IN PARTICULAR (BUT NOT LIMITED TO) THE FOLLOWING DEFECTS ARE NOT COVERED BY THIS 12-YEAR PRODUCT WARRANTY, UNLESS AN IMPACT OF SUCH DEFECT ON THE SAFETY, STATIC OR (AS DESCRIBED BELOW) MINIMUM POWER OUTPUT PERFORMANCE OF THE MODULE CAN BE EVIDENCED:

- CHIPPINGS, CRACKS, BUBBLES, HAZES, SCRATCHES, STAINS, IMPURITIES, DENTS, GAPS; IRREGULAR CELL ORIENTATION;
- IRREGULAR OR OVERLAPPING RIBBONS OR CROSS CONNECTIONS;
- IRREGULAR COLORING;
- CONTAMINATIONS;

In the event that a Module has a defect covered by this product warranty (case of warranty), Q CELLS undertakes to remedy the situation within reasonable time and may choose, at its sole discretion, whether to refinish or repair the defect Module or to supply a module or spare part free from defects as described below in the section "PERFORMANCE OF THE WARRANTY SERVICES" or by repaying the purchase price of the Module or by reducing the purchase price appropriately.

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.

25-YEAR LINEAR PERFORMANCE WARRANTY²

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

¹ 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

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

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In the first year after the initial purchase the Module will produce a minimum power output of at least 97 % of the rated minimum nominal power output (under consideration of the negative tolerance) specified on the type plate of the Module and in the Module data sheet. From the 2nd year onwards and for a duration of 24 years the Modules will have a yearly maximum decrease (degradation) of power of not more than 0.6 %, i.e. after 25 years the Module will have a minimum power output of at least 83 % of the rated minimum nominal power output (under consideration of the negative tolerance) specified on the type plate on the Module and in the Module data sheet.

All power data refers to measurements under the Standard Test Conditions (STC) (Standard Test Conditions) applicable at the beginning of this warranty. The 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 undertakes to remedy the situation within reasonable time and may choose, at its sole discretion, to make up the differences to the guaranteed power output by refinishing or replacing the Module or spare parts of the Module or by supplying additional modules or spare parts as in particular described below in the section "PERFORMANCE OF THE WARRANTY SERVICES" or by repaying the purchase price of the Module or by reducing the purchase price in the same proportion as the power shortfall bears to the guaranteed power. 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.

EXCLUSION OF THE PRODUCT AND PERFORMANCE WARRANTY

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

- incorrect usage, misuse, modifications of the Module 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 product documentations for such product;
- errors relating to the transport, storage, installation or use, e. g. through non-compliance with the 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.;
- 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 added product information);
- usage for unusual purposes or purposes specifically categorized as being unsuitable for usage of the product, in unusual circumstances or unsuitable ambient conditions not conforming to the product specifications (as set out in the Module data sheet applicable to the Module 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 such as 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, vandalism as well as damage caused by game animals and other forces majeures;
- 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, excess voltage, power failure, poor electrical or mechanical engineering work, or other faults occurring, whether or not such faults in the power supply system was contributed by any act or omission of the customer.;

The following cases are also excluded from the warranty:

- modifications or use of Modules in processes involving other products by the customer or any third party without obtaining prior written consent from Q CELLS;
- failure to comply with legal requirements pertaining to the installation, operations, usage and maintenance of the Module, or deployment of unqualified personnel for the installation of the Modules (or for statics calculations, planning and design, etc.);
- scratches, marks, mechanical wear, rust, mould, degradation, discoloration and other changes which occur after the delivery of the Modules by Q CELLS;
- the serial number or product label has been removed, changed, deleted or made unrecognisable or if it is no longer clearly distinguishable and legible for other reasons beyond Q CELLS' reasonable control such that the conclusive identification of the Module is not possible;
- Modules installed above 4000 meters altitude above sea level;
- Modules installed and/or operated in tracker systems above 2000 meters altitude above sea level;
- Modules used on mobile carriers, in particular such as vehicles, on ships or at sea or on other movable systems or environments;
- Modules installed in areas subject to high snow loads, where the conditions of use exceed the specifications set out in the relevant product documentations, for example the Module data sheet and installation and operating instructions.

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 PRODUCT AND PERFORMANCE WARRANTY/NOTIFICATION OF DEFECTS

The supplied Modules must be checked for transportation damages when they are delivered. Any defects discovered during this process must be reported immediately at latest within five (5) days after delivery.

If any defects are discovered and if any warranty claims are made, this must be reported immediately to the vendor, if any, who shall be the first

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point of contact for the Customer. In case there is no other vendor, the first point of contact shall be the nearest affiliate of Q CELLS (with contact details as referred to below or in the sales contract).

If the defects are not reported immediately to the vendor, the Q CELLS affiliate or Q CELLS, the warranty becomes discharged. Any warranty claim for defects not visible upon inspection at the time of purchase must be reported to the vendor, Q CELLS affiliate or Q CELLS prior to the end of the applicable warranty period and no later than 30 days after discovering the breach of warranty.

If you have any questions please contact the vendor or, as the case may be, the Q CELLS affiliate at the contact details referred to below or Q CELLS at the following e-mail address: service@q-cells.com.

Please contact the vendor, the Q CELLS affiliate or Q CELLS first in writing or electronically. Further contact details of Q CELLS, the required data and the procedure of the complaint process are described in the attached document RMA process (Return Merchandise Authorization) available at the Q CELLS affiliate or Q CELLS.

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

Q CELLS may use the services of a customer service unit or a service partner for the purpose of the settlement of warranty claims.

Q CELLS shall pay the costs of a technical inspection and transport in the event that the warranty claim is confirmed by such an inspection. Otherwise the claimant shall be charged with these costs.

Q CELLS shall be liable under the performance warranty if and only in the situation where the performance (i.e. module power) measured by Q CELLS under the Standard Test Conditions does not meet the guaranteed parameters warranted thereunder.

The Customer must comply with the Return Merchandise Authorization (RMA) issued by Q CELLS.

The Customer must submit the original receipt, delivery note or invoice which bears the date of purchase, the serial numbers of the relevant Modules, and the name of the authorized vendor.

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 the replaced or refunded Modules passes to Q CELLS, unless Q CELLS confirms that the ownership of these Modules shall stay with the customer.

Any repaired, replaced 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 or additional parts used for the rectification of defects shall be of equivalent or better quality, and that they shall be covered by this product warranty for the remaining portion of the original warranty period of the part that was replaced or remedied.

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. The suitability of modules for the intended purpose shall be determined by Q CELLS at its sole discretion on reasonably objective grounds.

In the event of glass breakage a static calculation to verify the substructure is an additional prerequisite for exercising a claim under the warranty.

If a Module is sold as a consumer product, to the extent required by applicable mandatory law, if Q CELLS cannot remedy the defective Module after reasonable attempts, Q CELLS may elect to provide a replacement module or (i) with respect to the limited product warranty, a refund of the purchase price after taking into account an adequate 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.

THE EXCLUSIVE WARRANTY REMEDIES SET FORTH HEREIN ARE THE SOLE REMEDIES FOR ANY BREACH OF THIS 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 MANDATORY 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 MANDATORY 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 RESPONSIBLE OR LIABLE IN ANY WAY 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 PRODUCTS SUPPLIED BY Q CELLS. THIS LIMITED WARRANTY SHALL IN PARTICULAR NOT APPLY TO ANY CASE WHERE MANDATORY LAW PROVIDES LIABILITY FOR CASES OF INJURY TO LIFE; BODY OR HEALTH CAUSED BY Q CELLS OR IN CASES WHERE DAMAGES HAVE BEEN CAUSED BY Q CELLS INTENTIONALLY OR GROSSLY NEGLIGENT OR IN CASES OF LIABILITY OF Q CELLS BASED ON PRODUCT LIABILITY LAWS.

NO CLAIMS MAY BE MADE UNDER THESE WARRANTY TERMS AND CONDITIONS FOR THE REIMBURSEMENT OF COSTS FOR DISMANTLING, INSTALLATION, REPLACEMENT, LOSS OF REVENUE, YIELD OR ANY OTHER INDIRECT EXPENSES OR CONSEQUENTIAL OR EXTRA-CONTRACTUAL DAMAGE UNLESS MANDATORY LAW PROVIDES Q CELLS TO BE LIABLE FOR SUCH CLAIMS.

IN NO EVENT WILL Q CELLS BE LIABLE FOR ANY LOSS OF REVENUE OR YIELD, OR ANY CONSEQUENTIAL OR EXTRA-CONTRACTUAL, IN-

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DIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL EXPENSES OR 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). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO IN SUCH CASE THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO RESPECTIVE CUSTOMER.

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 limited warranty may not otherwise be assigned or transferred without obtaining prior written consent from Q CELLS.

CHOICE OF LAW / PLACE OF JURISDICTION

These warranty terms and conditions shall be exclusively governed by German law. The UN Convention on Contracts for the International Sale of Goods shall not apply. The place of jurisdiction is Leipzig.

GENERAL

Each warranty provided herein is separate and independent and no reference may be drawn to any other warranty.

All mandatory statutory warranty rights which you have in case of a material defect or a legal defect against your vendor in accordance with the applicable sales law are not restricted by this warranty. This shall in particular apply to any claims against Q CELLS as manufacturer provided by statutory product liability laws. 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.