

# LIMITED WARRANTY FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM HANWHA Q CELLS

Valid from January 1<sup>st</sup>, 2017

## GENERAL TERMS

Provider of this Limited Warranty for PV Modules is Hanwha Q CELLS (Qidong) Co., Ltd. No.888 Linyang Road, Qidong 226200 Jiangsu, P.R. China ("Hanwha Q CELLS") and the warranty provided herein shall exclusively apply to the following photovoltaic modules of Hanwha Q CELLS (the "PV Modules") with the following nomenclature (Module Type):

- Q.POWER
- Q.PRIME

This Limited Warranty for PV Modules takes effect from Jan 1<sup>st</sup> 2017 and shall remain valid until a new version of warranty applying to same territory is released.

## CHAPTER I: TWELVE YEARS LIMITED PRODUCT WARRANTY

Subject to Chapters III and IV hereof, Hanwha Q CELLS warrants to the original buyer (the "Buyer") that the PV Modules shall be free from any defect in materials and workmanship that has an effect on module functionality under normal application, installation, use and service conditions as specified in Hanwha Q CELLS's standard product documentation as updated from time to time (the "Product Documentation"). If, during a period of twelve (12) years from the date of dispatch of the PV Modules to the Buyer from Hanwha Q CELLS's factory plus six (6) calendar months or the date of receipt of the PV Modules of the Buyer, whichever date is earlier (the "Warranty Start Date"), the PV Modules fail to conform to the warranty under this Chapter I (the "Twelve Years Limited Product Warranty"), then Hanwha Q CELLS will, at its sole discretion, either repair or replace the defective PV Modules, or refund the residual value<sup>1</sup> of the PV Modules at the time of Hanwha Q CELLS's confirmation of the Buyer's claim.

For the avoidance of doubt, any cosmetic changes, or other changes in the PV Modules appearance, which include but not limited to any color change, abrasion, scratching, oxidation, mold and mechanical wear-out, or any other change attributable to or caused by the normal wear and tear over time, or localized impact, that occurs after the Warranty Start Date, shall be exempt from the Twelve Years Limited Product Warranty. The Buyer will be entitled to make claims under the Twelve Years Limited Product Warranty only if the Buyer has provided documented evidence sufficient to prove that the malfunctioning or non-conformity of the PV Modules results exclusively from the defect of the PV Modules and is covered by the Twelve Years Limited Product Warranty.

The Twelve Years Limited Product Warranty shall only cover the claims received by Hanwha Q CELLS before the end of the twelve years warranty period starting from the Warranty Start Date.

The remedies set forth in this Chapter I shall be the Buyer's sole and exclusive remedies under the Twelve Years Limited Product Warranty.

The Twelve Years Limited Product Warranty does not warrant a specific power output of the PV Modules, which shall be exclusively covered under Chapter II hereinafter (the "Guaranteed Peak Power Output Limited War-

ranty").

## CHAPTER II: GUARANTEED PEAK POWER OUTPUT LIMITED WARRANTY

Provided that the PV Modules are used under normal application, installation, use and service conditions as specified in Hanwha Q CELLS's Product Documentation and subject to Chapters III and IV hereof, the following Guaranteed Peak Power Output Limited Warranty is provided by Hanwha Q CELLS.

### 1. First Year Guaranteed Peak Power Output Limited Warranty

Hanwha Q CELLS warrants the power output of the PV Modules as stated below for a period of the first year from the Warranty Start Date. If the minimum "Peak Power Output at STC"<sup>2</sup> for typical poly PV Modules reduces to less than ninety-seven point five percent (97.5%) of the labeled power output classification as specified in Hanwha Q CELLS's Product Documentation, or if the minimum "Peak Power at STC"<sup>2</sup> for typical mono PV Module(s) reduces to less than ninety-seven percent (97%) of the labeled power output classification as specified in Hanwha Q CELLS's Product Documentation, Hanwha Q CELLS will, at its sole discretion, either a) provide additional PV Modules to the Buyer, or b) repair these underpowered PV Modules, in either case, to restore the actual power output to the guaranteed level as specified in this Section 1, or c) otherwise provide monetary compensation which shall be calculated by multiplying (x) the difference between the actual peak power output of the PV Modules and the guaranteed peak power output as specified in this Section 1 by (y) the then current per watt market price of the comparable PV Modules in a similar market.

### 2. Second Year to Twenty-fourth Year Guaranteed Peak Power Output Limited Warranty

Hanwha Q CELLS warrants that, for a period from the second year to the twenty-fourth year, the maximum annual power decline of the typical poly & mono PV Modules will not be more than 0.7%. If there is any decline exceeding the limitation specified hereinabove, Hanwha Q CELLS will, at its sole discretion, either a) provide additional PV Modules to the Buyer, or b) repair the underpowered PV Modules, in either case, to restore the actual power output to the guaranteed level as specified in this Section 2, or c) otherwise provide monetary compensation which shall be calculated by multiplying (x) the difference between the actual peak power output of the PV Modules and the guaranteed peak power output as specified in this Section 2 by (y) the then current per watt market price of the comparable PV Modules in a similar market.

### 3. 25 Years Guaranteed Peak Power Output Limited Warranty

Hanwha Q CELLS warrants the power output of the PV Modules as stated below for a period of twenty-five (25) years from the Warranty Start Date. If the minimum "Peak Power Output at STC"<sup>2</sup> for the typical Poly PV Modules reduces to less than eighty-two percent (82%) of the labeled power output classification, or if the minimum "Peak Power at STC"<sup>2</sup> for typical mono PV Module(s) reduces to less than eighty-one point five percent (81.5%) of the labeled

<sup>1</sup> For the purpose of calculating the residual value, the formula shall be: the spot price of a comparable PV Module  $\times$  (1- a/12). In the above formula, "a" stands for the actual use life of the PV Modules starting from the Warranty Start Date.

<sup>2</sup> "Peak Power at STC" is the power in Watt peak that a PV module generates in its Maximum Power Point. "STC" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W per m<sup>2</sup> and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 60904 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Hanwha Q CELLS valid at the date of manufacture of the PV Modules. Hanwha Q CELLS's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.

power output classification as specified in Hanwha Q CELLS's Product Documentation, Hanwha Q CELLS will, at its sole discretion, either a) provide additional PV Modules to the Buyer, or b) repair the underpowered PV Modules, in either case, to restore the power output to the guaranteed level as specified in this Section 3, or c) otherwise provide monetary compensation which shall be calculated by multiplying (x) the difference between the actual power output of the PV Modules and the guaranteed power output as specified in this Section 3 by (y) the then current per watt market price of the comparable PV Modules in a similar market.

4. For purpose of this Chapter II, labeled power output classification in Hanwha Q CELLS's Product Documentation is the power in Watt peak that a PV Module generates in its maximum power point under STC. The actual power output of the PV Modules shall be determined for verification under STC only. The actual power output measurement shall be either carried out by a Hanwha Q CELLS entity or by a Hanwha Q CELLS recognized third party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.
5. The Guaranteed Peak Power Output Limited Warranty shall only cover the claims received by Hanwha Q CELLS before the end of the respective warranty period in this Chapter II starting from the Warranty Start Date.
6. The remedies set forth in this Chapter II shall be the Buyer's sole and exclusive remedies under the Guaranteed Peak Power Output Limited Warranty.

#### CHAPTER III: EXCLUSIONS AND LIMITATIONS

1. The exclusions and limitations listed below shall apply to all the warranties set forth in above Chapters I and II.
2. Exclusions and Limitations
  - a. The "Twelve Years Limited Product Warranty" and the "Guaranteed Peak Power Output Limited Warranty" do not apply when:
    - i. The PV Modules are improperly installed, wired, maintained, or are subjected to inadequate system design, auxiliary instrument, device of the photovoltaic power system;
    - ii. The PV Modules are subjected to inappropriate handling, including but not limited to handling during transportation or storage, abuse, neglect, vandalism, vermin or accident;
    - iii. The PV Modules are moved from its original installation location, uninstalled, reinstalled or otherwise altered;
    - iv. The PV Modules are installed in an environment which exceeds "Operating Conditions" as defined in product specifications and installation manual, installed in a mobile or marine environment, subjected to improper voltage or power surges, abnormal environmental conditions (such as acid rain, salt damage or other corrosive chemical), or affected by dust, powders, assembled mass(es) or other pollutant(s) that is generated or resulted from an industrial setting and cannot be cleared through ordinary methods generally adopted by the PV Modules industry;
    - v. The PV Modules are subjected to inappropriate maintenance, including maintenance by an unauthorized service technician or in non-conformance with Hanwha Q CELLS's installation manual;
    - vi. The PV Modules are subjected to external accidents or forces such as animals, fire, explosion, and civil disorder;
    - vii. The PV Modules are subjected to other unforeseen circumstances or causes outside Hanwha Q CELLS's reasonable control, including but not limited to, electrical surges, lightning, earthquakes, typhoons,

hurricanes, tornadoes, volcanic action, floods, tsunamis, snow damage, heavy hail, etc;

- viii. The manufacture of the PV Modules is in accordance to the design, technical drawings, formulae or other specifications furnished by the Buyer; or
  - ix. Any warranty claim, in any event, is not submitted to Hanwha Q CELLS within the applicable warranty period.
- b. The Buyer shall carry the burden of proof to prove that it is eligible for coverage and that none of the exclusions and limitations listed in this Chapter III shall apply.

#### CHAPTER IV: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions listed below shall apply to all the warranties set forth in above Chapters I and II.

##### 1. Disclaimers and Limitation of Liability

###### a. DISCLAIMERS

HANWHA Q CELLS PROVIDES ALL DOCUMENTS AND INFORMATION ON AN „AS IS“ BASIS. THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR, APPLICATION, UNLESS I) SUCH OTHER WARRANTIES ARE EXPRESSLY AGREED TO IN WRITING BY HANWHA Q CELLS UNDER THE RELEVANT SALES AGREEMENT EXECUTED BETWEEN HANWHA Q CELLS AND THE BUYER OR II) OTHER STATUTORY WARRANTY WHICH IS EXPRESSLY PROVIDED IN ANY APPLICABLE MANDATORY LAWS. HANWHA Q CELLS DOES NOT WARRANT THAT THE OPERATION OF THE PV MODULES WILL ACHIEVE THE RESULTS INTENDED BY THE BUYER. IN THE EVENT THAT ANY PROVISION HEREOF (OR ANY PART THEREIN) SHOULD FOR ANY REASON BE HELD INEFFECTIVE UNDER APPLICABLE LAW, THE REMAINDER OF THE PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT.

THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER OBLIGATIONS ON THE PART OF HANWHA Q CELLS IN RELATION TO THE DEFECT OF THE PV MODULES UNLESS SUCH OTHER OBLIGATIONS ARE EXPRESSLY AGREED TO IN WRITING BY HANWHA Q CELLS UNDER THE RELEVANT SALES AGREEMENT.

###### b. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HANWHA Q CELLS HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE TO PROPERTY, OR FOR OTHER LOSS FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THE RELEVANT SALES AGREEMENT, ANY OF THE PV MODULES OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL HANWHA Q CELLS BE LIABLE TO THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PV MODULES, WHETHER OR NOT HANWHA Q CELLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HANWHA Q CELLS'S AGGREGATE LIABILITY, IF ANY, FOR DAMAGES OR

OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE RECEIVED BY HANWHA Q CELLS FROM THE BUYER.

HANWHA Q CELLS' LIABILITY FOR FRAUDULENT OR WILFUL INTENT, GROSS NEGLIGENCE OR PERSONAL INJURY, IN EACH CASE, UNDER APPLICABLE MANDATORY LIABILITY LAW SHALL REMAIN UNAFFECTED.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY UNDER THIS PARAGRAPH b) ARE AN ESSENTIAL ELEMENT OF THE RELEVANT SALES AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PV MODULES WOULD BE SUBSTANTIALLY HIGHER.

SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SAID JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SAID JURISDICTION. THE BUYER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY FOR PV MODULES, AND MAY ALSO HAVE OTHER MANDATORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, WHICH SHALL REMAIN UNAFFECTED.

- c. The warranty provided under Chapter I "Twelve Years Limited Product Warranty" and Chapter II "Guaranteed Peak Power Output Limited Warranty" covers only the transportation cost for reshipment of any repaired or replaced PV Modules to the destination port set forth in the relevant sales agreement, and cover neither customs clearance, taxes, any other costs related to installation, removal, or reinstallation of the PV Modules, nor any transportation charges for the return of PV Modules to Hanwha Q CELLS.
- d. Warranty claims will be honored only if the PV Modules can be identified as being manufactured by Hanwha Q CELLS, as indicated by the information on the labels of the PV Modules.

## 2. Assignment of the Limited Warranty for PV Modules

This Limited Warranty for PV Modules in its entirety, extends only to the Buyer, 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 Hanwha Q CELLS, and b) the PV Modules remain installed in their original installation location<sup>3</sup>.

## 3. Obtaining Warranty Performance/Claim Procedure

- a. The Buyer shall notify Hanwha Q CELLS promptly (in no event later than thirty (30) days) from discovery of any breach of the Limited Warranty for PV Modules within applicable warranty period. The notice shall be in writing and shall include the description of the claim, corresponding PV Modules serial number(s), proof of purchase such as the commercial invoice and sufficient evidences proving such breach of the Limited Warranty for PV Modules.

- b. The return of any PV Modules will not be accepted unless prior written authorization has been given by Hanwha Q CELLS.
- c. Any replaced PV Modules shall become the property of Hanwha Q CELLS unless otherwise notified by it. Hanwha Q CELLS shall be entitled to deliver other comparable PV Modules (different in size, color, shape and/or power output performance) in situations where it deems fit. The repair or replacement of the PV Modules or the delivery with additional PV Modules shall not extend the applicable original warranty period of the "Twelve Years Limited Product Warranty" and the "Guaranteed Peak Power Output Limited Warranty".

## 4. Disputes

- a. Any dispute arising from or in connection with the claim(s) under this Limited Warranty for PV Modules shall be submitted to binding arbitration and subject to the choice of law as provided in the relevant sales agreement executed between Hanwha Q CELLS and the Buyer. Notwithstanding the above, Technical Related Disputes (as defined below) shall be first submitted to non-binding expert's evaluation as provided below.
- b. For purpose of clarification, in this Limited Warranty for PV Modules, the term "Technical Related Disputes" shall mean disputes regarding the function or malfunction of the PV Modules or other related products. The Technical Related Disputes shall be evaluated by an expert appointed by one of the following test institutions listed in paragraph (c) below. The appointed expert shall provide its expert opinion regarding the function of the PV Modules, and the causes of the malfunction (if applicable). The expert shall also provide a suggestion for the adequate resolution of the dispute including monetary compensation if needed. The specific institution which will appoint the expert shall be the institution in paragraph (c) below whose physical location is the closest in distance to the location of the PV Modules in dispute.
- c. Fraunhofer ISE in Freiburg, the Federal Republic of Germany or other TUV areas
- d. The expert's opinion shall be non binding on either party to this Limited Warranty for PV Modules, but may be used as admissible evidence if the dispute is to be resolved through arbitration, court proceeding or any other form of dispute resolution that the parties may agree upon. For the avoidance of doubt, both parties reserve the right to submit the case to arbitration pursuant to paragraph a) above and to present alternative expert opinion(s) to the arbitration tribunal.
- e. The parties shall cooperate to fully accommodate the appointed expert and shall provide the expert the necessary assistance to promptly complete its tasks. The parties shall bear the fees to be paid to the expert according to their degree of responsibility for any claim under this Limited Warranty for PV Modules.

<sup>3</sup> This Limited Warranty for PV Modules applies only to PV-Modules that have been installed for the first time and remains in all countries except for 1) countries of the European Union, 2) Australia