

WARRANTY TERMS AND CONDITIONS FOR Q-CELLS PHOTOVOLTAIC MODULES

(valid for all photovoltaic modules sold by Q-Cells SE on or after June 7th, 2010)

SUMMARY OF WARRANTY TERMS AND CONDITIONS

- 10-year product warranty for defects in material and/or workmanship
- 10-year performance warranty for 90% of the specified minimum power output
- 25-year performance warranty for 80% of the specified minimum power output

Dear Customer,

You have made an excellent choice in purchasing quality modules from 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 de-

velops a material and/or workmanship defect or suffers a loss of power during the warranty period, we provide the following Q-Cells warranty terms and conditions, in addition to statutory warranty claims which you have against your vendor.

SCOPE

The following warranty terms and conditions apply exclusively to registered Q-Cells photovoltaic modules purchased from Q-Cells SE (hereinafter known as „Q-Cells“). If any warranty / guarantee claims are made, the vendor shall be the first point of contact for the end customer or photovoltaic system owner. The warranty terms and conditions shall only apply to photovoltaic modules sold within the European Union and which bear our manufacturer's label.

The warranty is provided by Q-Cells SE, OT Thalheim, Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany.

If you have any further questions, please contact your vendor or modules@q-cells.com

The warranty terms and conditions apply to photovoltaic modules (hereinafter known as „modules“) of the following types:

- Q.SMART
- Q.BASE
- Q.PRO
- QC-C05

The warranty period begins with the initial purchase of the solar modules by the end customer (date of invoice). Recognition of warranty claims does not extend the warranty period.

10-YEAR PRODUCT WARRANTY

On the condition that the photovoltaic system has been registered, Q-Cells warrants that under normal operating conditions modules which are used, installed and serviced as described in the relevant product information will not develop any material and/or workmanship defects for a period of 10 (ten) years after initial purchase. In the event that a module has a defect covered by the warranty, Q-Cells undertakes to remedy the situation and may choose whether to repair the defect or supply a module which is free of defects.

25-YEAR PERFORMANCE WARRANTY

In addition, Q-Cells provides the following performance warranty for modules operated in registered photovoltaic systems: For the first 10 (ten) years after initial purchase, the modules will generate at least 90% of the minimum power output specified in the module data sheet within the framework of the power tolerance and for a period of 25 (twenty-five) years after initial purchase, at least 80% of the minimum power output specified in the module data sheet within the framework of the power tolerance, measured on the basis of the STCs (Standard Test Conditions) in force at the commencement of the warranty. The requirement for this is

that the modules are used in accordance with the module specifications and other product documentation which relates to the modules.

In the event of a claim being made under the warranty, Q-Cells shall be free to decide at its own discretion to make up the difference to the guaranteed power output by refinishing or replacing the system or supplying additional modules as described in „warranty claims and entitlements“ or by repaying the purchase price of the modules, taking into account an annual depreciation rate of 4% on the original purchase price.

Other payments, such as 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, the warranty does not cover damage, imperfections, faults, defects in material or workmanship, non-conformity with product specifications (as set out on the module data sheet applicable to the modules supplied in any given case), reduced output or malfunctions which occur for the following reasons:

- Incorrect usage, misuse, modifications or incorrect handling
- Errors relating to transport, storage, installation, use, e. g. through breach of installation and operating manual
- Incorrect or inadequate servicing or maintenance work
- Usage for unusual purposes, in unusual circumstances or in unsuitable ambient conditions not conforming to the product specifications (as set out on the module data sheet applicable to the modules in any given case) and not complying with the installation and operating instructions
- Damage caused by extreme environmental sources of impact, such as acid rain, saline air, pollution of any kind as well as fire, explosion, smoke or charring
- Damage caused by acts of nature, especially lightning, hail, frost, snow, storms, tidal waves, floods, earthquakes, typhoons, volcanic eruptions, ground motions, earth fissures or landslides
- Acts of violence or intervention by third parties or external forces, such as misadventure, war, insurrection or vandalism as well as damage caused by game animals and other forces majeure

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- Damage to the photovoltaic system in which the modules are installed, most notably caused by factors 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
- Failure to comply with legal requirements or deployment of unqualified personnel for the installation of the modules (or for statics calculations, planning and design, etc.)
- Natural scratches, marks, mechanical wear, rust, mould, degradation, discoloration and other changes which occur after the delivery of the goods 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

Q-Cells shall not offer a performance warranty for modules which are used on mobile carriers such as motor vehicles, on ships, at sea or in areas subject to high snow loads, where the conditions of use exceed the specifications in the product documentation supplied with the modules, for example the module data sheet and installation and operating instructions.

Should the Q-Cells Modules be modified or used in processes involving other products without obtaining written consent from Q-Cells, then the product and performance warranty shall be rendered null and void. Nor may any claims be made under the warranty if a serial number or product label has been removed, changed, deleted or made unrecognisable 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.

CLAIMS UNDER THE PRODUCT AND PERFORMANCE WARRANTY

The supplied modules must be checked for visible defects when they are purchased. Any defects discovered during this process must be reported immediately.

The procedures for registering a complaint and completing the claim process are described in the RMA process (Return Merchandise Authorisation). This is set out in the separate document entitled „RMA process“. In the event of a defect the version of this document in force at the time of the complaint shall be used.

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.

WARRANTY CLAIMS AND ENTITLEMENTS

- In all cases, Q-Cells shall have the choice 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. Additional agreements may be made in contract form in a service level agreement with 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 an inspection. Otherwise the claimant shall be charged with 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.
- Warranty claims against Q-Cells can only be accepted if notification is given in accordance with the RMA process (Return Merchandise Authorisation) in force at the time of the complaint.
- The modules sent to Q-Cells in the course of the RMA process shall remain the property of the claimant until any inspection has been completed. Modules which have been returned due to a justified warranty claim shall become the property of Q-Cells.
- Q-Cells hereby provides the assurance 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 or for 90 (ninety) days, whichever is the longer.
- 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 requirement for making a claim under the warranty shall be the presentation of the delivery note or original invoice which bears the date of purchase and must include the serial numbers of the modules.
- The requirement for making a claim under the warranty in the event of glass breakage shall be a static calculation to verify the substructure.
- No claims may be made under these warranty terms and conditions for the reimbursement of costs for dismantling, installation, loss of yield or any other indirect expenses.

CHOICE OF LAW

These warranty terms and conditions shall be exclusively governed by German law and shall only be valid in member states of the European Union (member states at the time of delivery). The UN Convention on Contracts for the International Sale of Goods shall not apply.