

WARRANTY TERMS AND CONDITIONS FOR Q-CELLS PHOTOVOLTAIC MODULES

Q.PEAK - Q.PRO - Q.BASE

SUMMARY OF WARRANTY TERMS AND CONDITIONS

10-year product warranty:

product warranty for defects in material and / or workmanship,
HOT-SPOT PROTECT and ANTI PID TECHNOLOGY*

25-year linear performance warranty:

deviation from the minimum power no greater than 0,6 % p.a., the minimum rated power after 25 years
83 % of the minimum rated power of crystalline modules

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 develops a material and/or workmanship defect or suffers a loss of po-

wer 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.

With this guarantee, your statutory warranty claims will not be limited.

SCOPE

The following warranty terms and conditions apply exclusively to registered Q-Cells photovoltaic modules. 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 service@q-cells.com

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

- Q.PEAK
- Q.PEAK BLK
- Q.PRO - G2
- Q.BASE - G2

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

Q-Cells warrants that modules which are installed in accordance with the relevant product information, particularly the installation instructions, used, serviced and registered 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 LINEAR PERFORMANCE WARRANTY

In addition, Q-Cells provides the following performance warranty for modules operated in registered photovoltaic systems under the requirement

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

CRYSTALLINE MODULES, TYPES Q.PEAK – Q.PRO – Q.BASE

For the first year after initial purchase crystalline modules will generate at least 97 % of the minimum power output specified in the module datasheet within the framework of the power tolerance. From second year after initial purchase for a period of 24 (twenty-four) years the crystalline modules will have a maximum degradation of not more than 0,6 % annually of the minimum power output specified in the module datasheet within the framework of the power tolerance, measured on the basis of the STCs (Standard Test Conditions) in force at the commencement of warranty. This means that the minimum power output will take at least 83 % of the above mentioned minimum power output.

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 damages, 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, modifications of the modules or incorrect handling (cf. information set out on the relevant added product information).
- Errors relating installation, use, e. g. through breach of installation and operating manual, incorrect static, etc.

* HOT-SPOT PROTECT Free means that the modules are protected from back-destruction due to Hot-Spot-effects by partial shading of the modules or parts of modules.
ANTI PID TECHNOLOGY means that the modules are protected from potential-induced degradation.

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- Incorrect system configuration, e.g. installation of mutually incompatible modules as well as inadequate system design, particularly incompatible inverter.
- Incorrect or inadequate servicing or maintenance work (cf. information set out on the relevant added product information).
- Usage for purposes or in circumstances 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 etc. or damages caused by acts of violence, vandalism etc.
- 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.
- 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.

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.
- the 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.

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

CLAIMS UNDER THE 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 Q-Cells. If the defects are not reported immediately, the warranty becomes discharged.

Please contact us first in writing / electronically. Contact information, the required data and the procedure of the complaint process are described in the attached document RMA process (Return Merchandise Authorization).

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.
- 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.
- 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. If during the warranty a replacement takes place, these modules pass in 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 registration confirmation.
- The requirement for making a claim under the warranty in the event of glass breakage shall be a static calculation to verify the substructure.

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.