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

Valid from June 1st, 2016

SUMMARY OF WARRANTY TERMS AND CONDITIONS

12 YEARS LIMITED PRODUCT WARRANTY
For material defects or processing defects
HOT-SPOT PROTECT and ANTI PID TECHNOLOGY[1]

25 YEARS LIMITED LINEAR PERFORMANCE WARRANTY[2]
At least 98 % 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 83.6 %.

Dear Customer,

You have made an excellent choice in purchasing quality modules from Hanwha Q CELLS Australia. 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, Hanwha Q CELLS Australia provide the following warranty, in addition to statutory warranty rights which you have in accordance with applicable laws.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits under this product and performance warranty are in addition to other rights and remedies you may have under law in relation to the modules.

SCOPE

The following warranty terms and conditions apply exclusively to Hanwha Q CELLS photovoltaic modules which bear the manufacturer's label and which have been imported into Australia by Hanwha Q CELLS Australia Pty Ltd and are limited to the following types:

- Q.PEAK-G4.1
- Q.PEAK BLK-G4.1
- Q.PEAK L-G4.1
- Q.PEAK L-G4.2

The warranty is provided by Hanwha Q CELLS Australia Pty Ltd, Level 14, 20 Berry St, North Sydney, NSW 2060, AUSTRALIA ("Q CELLS"). If you have any questions, please contact Hanwha Q CELLS Australia Pty. Ltd. at the following email: service.au@q-cells.com or by phone: +61 2 9016 3033. The warranty period begins with the initial purchase of the solar modules by the end customer (i.e. from the date of the relevant invoice). Any performance of services under this warranty will not extend the warranty period.

12-YEARS LIMITED PRODUCT WARRANTY

Q CELLS warrants that modules which are installed in accordance with the relevant product information (in particular the installation instructions), and which are used and serviced as described in the relevant product information will not show any material defects or processing defects for a period of twelve years after initial purchase. In the event that a module has a defect covered by this warranty ("defective module"), Q CELLS, at its choice, undertakes to (i) remedy the defect, (ii) supply a replacement module free of defects, or (iii) repay the purchase price of the defective module. The procedure for making a warranty claim is outlined below.

25-YEARS LIMITED LINEAR PERFORMANCE WARRANTY[1]

In addition to the product warranty described above, Q CELLS provides the following performance warranty for modules which are installed in accordance with the relevant module specifications and other product documentations.

In the first year after the initial purchase the crystalline modules will produce a minimum power output of at least 98 % 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 83.6 % 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 current Standard Test Conditions are defined at DIN EN 60904-3 (IEC 904-3). Please contact us in case you need a copy of this document.

In the event that the power output of a module falls below the minimum power output ("non-performing module") Q CELLS may, at its choice, compensate any differences to the guaranteed power by: (i) remedying the defect, (ii) replacing the module, (iii) supplying additional modules as described below under "Warranty claims and entitlements", (iv) repaying the purchase price of the modules, or (v) reducing the purchase price in proportion of the actual power to the guaranteed power. Subject to any rights you may have at law that cannot be excluded, other payments, such as compensation for expenses or for related damages, shall not be covered by this performance warranty.

EXCLUSIONS TO THE PRODUCT AND PERFORMANCE WARRANTY

Q CELLS is entitled to refuse to honor this warranty in the following circumstances (regardless of how those circumstances arise):

- where modules have been used or handled, or modifications made to the modules, not in accordance with the relevant product information or written instructions issued by Q CELLS;

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 -1500 V against grounded, with conductive metal foil covered module surface, 25 °C, 168 h (TÜV test conditions)

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

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- where the modules have not been installed in accordance with the relevant installation and operating manual or other written instructions issued by Q CELLS (including where modules are used in high snow loads or extreme temperature conditions where the conditions of use exceed the specifications set out in the relevant product information, and sound structured engineering);
- where the system containing modules has been incorrectly configured (including use with incompatible modules or inverters, or inadequate system design);
- where the modules have not been serviced or maintained in accordance with the relevant product information or written instructions issued by Q CELLS;
- where the modules have been used for purposes or in circumstances not conforming to the product specifications (as set out in the applicable module datasheet) or not in compliance with the installation and operating instructions;
- where the modules have been damaged due to external or environmental causes of any kind (including pollution of any kind, fire, explosion, smoke, charring, lightning, hail, frost, snow or storms);
- where the modules have been damaged due to malicious acts by any person (including vandalism or violent activities);
- where the modules have been damaged due to damage to or defects in the photovoltaic system in which the modules are installed, due to factors such as voltage fluctuations, power peaks, excess voltage, power failure etc.;
- scratches, marks, mechanical wear, rust, mould, degradation, discoloration and other changes which occur after the delivery of the modules 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;
- where the modules are modified or used in processes involving, or in conjunction with, other products without Q CELLS' prior written consent, or
- where the serial number or product label has been removed, changed, deleted or made unrecognizable, or if the number or label is no longer clearly distinguishable for other reasons beyond Q CELLS' control and therefore it is not possible to conclusively identify the modules.

This warranty does not apply for modules which are used on mobile carriers such as motor vehicles, caravans or boats. This warranty does not extend to any 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 delivered. Any defects discovered during this process must be reported immediately to Hanwha Q CELLS Australia Pty. Ltd. (email: service.au@q-cells.com/phone: +61 2 9016 3033). If visible defects are not reported immediately, Q CELLS may refuse to honor this warranty. To claim under this warranty, please contact Hanwha Q CELLS Australia Pty. Ltd. (email: service.au@q-cells.com / phone: +61 2 9016 3033). We ask for our customers' understanding that Q CELLS cannot accept any unauthorised return shipments of modules and we will not take delivery of such items.

PERFORMANCE OF THE WARRANTY SERVICES

- Q CELLS will determine the manner in which it wishes to settle warranty claims, as indicated in the warranty descriptions above. Q CELLS may use the services of a customer service unit or a service partner for managing warranty claims.
- Q CELLS shall pay the costs of a technical inspection and transport of defective or non-performing modules to its nominated location. If the module is found by Q CELLS not to be defective (including for any of the exclusions outlined above) you agree to reimburse us for those costs on demand. All dismantling and reinstallation costs are your sole responsibility.
- In the event of glass breakage, Q CELLS will also perform a static calculation to verify the substructure before accepting liability under the warranty claim.
- Q CELLS shall only accept liability under the performance warranty if the performance parameters measured by Q CELLS in the STCs (Standard Test Conditions) current at the date of purchase are not achieved.
- The modules sent to Q CELLS in the course of the RMA process shall remain your property until any inspection has been completed. If we find the modules to be defective and elect to replace them, ownership of the defective modules passes to Q CELLS.
- 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. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.
- Q CELLS may elect to supply replacement or additional modules under this warranty. If the original module type is no longer available, Q CELLS may supply a different type that is of a similar or better standard.

CHOICE OF LAW

These warranty terms and conditions shall be exclusively governed by the laws of New South Wales, Australia. As indicated above, this warranty only applies to modules sold and installed within Australia. The UN Convention on Contracts for the International Sale of Goods shall not apply. In this warranty "including", "such as" or similar terms are not words of limitation.

NO LIMITATIONS OF STATUTORY WARRANTY RIGHTS

All statutory warranty rights which you have in case of a major defect or which you have against the seller and/or installer of the modules under applicable laws are not restricted by this warranty. You can exercise your statutory warranty rights against the seller and/or installer regardless of whether you make a claim under this warranty.

Specifications subject to changes © **Hanwha Q CELLS** Warranty_Modules_2016-12_Rev01_AU

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