

WARRANTY TERMS AND CONDITIONS FOR Q-CELLS PHOTOVOLTAIC MODULES

Q.SMART – Q.SMART UF – Q.SMART UF L

SUMMARY OF WARRANTY TERMS AND CONDITIONS

10 years product warranty

for material defects or processing defects

25 years linear performance warranty

deviation from the specified minimum power output will not exceed 0.7 % p. a., minimal nominal rated power after 25 years at least 85 %

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 shows

a material defect or a processing defect or suffers a loss of power during the warranty period, we provide the following Q-Cells warranty, in addition to statutory warranty rights which you have against your seller in accordance with the applicable sales law.

SCOPE

The following warranty terms and conditions apply exclusively to registered Q-Cells photovoltaic modules of the following types:

- Q.SMART
- Q.SMART UF
- Q.SMART UF L

sold and installed within the European Union and which bear our manufacturer's label.

Warrantor is Q-Cells SE, OT Thalheim, Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany.

The warranty period begins with the initial purchase of the solar modules by the end customer; the date of invoice is relevant. Any performances of services under this warranty will not extend the warranty period.

10-YEARS 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 show any material defects or processing defects for a period of ten years after initial purchase. In the event that a module has a defect covered by this warranty (case of warranty), Q-Cells, at its choice, undertakes either to remedy the defect or to supply a module free of defects.

25-YEARS LINEAR PERFORMANCE WARRANTY

In addition, Q-Cells provides the following performance warranty for modules which are installed in accordance with the relevant module specifications and other product documentations and which are operated in registered photovoltaic systems:

CIGS MODULES TYPE Q.SMART – Q.SMART UF – Q.SMART UF L

In the first 3 (three) years after the initial purchase the CIGS modules will produce a minimum power output of at least 100 % specified in the

module datasheet within the framework of the power tolerance. From the 4th (fourth) year onwards and for a duration of 21 years the CIGS modules will have a yearly maximum decrease of efficiency (degradation) of not more than 0.7 % of the minimum power output specified in the module datasheet within the framework of the power tolerance, i.e. the CIGS module will have a minimum power output of at least 85 % of the minimum power output specified in the module datasheet.

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 currently valid Standard Test Conditions can be seen in the internet (<http://standard-test-conditions.net>).

In the event that the power output of a module falls below the minimum power output (warranty case) Q-Cells may, at its choice, compensate any differences to the guaranteed power by remedying the defect, by replacing the module or by supplying additional modules as described in "warranty claims and entitlements" or by repaying the purchase price of the modules or by reducing the purchase price in proportion of the actual power to the guaranteed power. 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, this warranty does not cover the following cases:

- incorrect usage, modifications of the modules or incorrect handling (cf. information set out in the relevant added product information);
- errors relating installation, use, e. g. through breach of installation and operating manual, incorrect static, etc.;
- incorrect system configuration, e.g. installation of mutually incompatible modules as well as inadequate system design, particularly incompatible inverter;

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Q.SMART – Q.SMART UF – Q.SMART UF L

- incorrect or inadequate servicing or maintenance work (cf. information set out in the relevant added product information);
- usage for purposes or in circumstances not conforming to the product specifications (as set out in the module data sheet applicable to the modules in any given case) and not complying with the installation and operating instructions;
- damages caused by environmental sources, such as pollution of any kind as well as fire, explosion, smoke or charring;
- damages caused by acts of nature, especially lightning, hail, frost, snow, storms etc. or damages caused by acts of violence, vandalism etc.;
- damages to the photovoltaic system in which the modules are installed, or caused by 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;

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.

This warranty does not apply for modules which are used on mobile carriers such as motor vehicles or ships. The same applies to the usage of modules in high snow loads where the conditions of use exceed the specifications set out in the relevant product information.

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 or electronically. Contact information, the required data and the procedure of the complaint process are described in the attached document RMA process (Return Merchandise Authorization).

If you have any questions please contact your seller or us to the following e-mail address: service@q-cells.com.

We ask for our customers' understanding that Q-Cells cannot accept any unauthorised return shipments of modules and the company will not take

delivery of such items.

PERFORMANCE OF THE WARRANTY SERVICES

- 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 case of a warranty case. If there is no warranty case 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, the ownership of these 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.
- 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 prerequisite for exercising a claim under the warranty shall be the presentation of the registration confirmation.
- In the event of glass breakage a static calculation to verify the substructure is an additional prerequisite for exercising a claim under the warranty.

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.

NO LIMITATIONS OF THE STATUTORY WARRANTY RIGHTS

All statutory warranty rights which you have in case of a material defect or a legal defect against your seller in accordance with the applicable sales law are not restricted by this warranty. 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 us under this warranty.