

LIMITED WARRANTY FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM Q CELLS

Valid from July 1st, 2020

This limited warranty ("Limited Warranty") is issued by Hanwha Q CELLS USA Inc., 300 Nexus Drive, Dalton GA 30721, USA, or its successors or assigns ("HQC"), and applies exclusively to Q CELLS Modules (as defined in Section 1.a.).

1. SCOPE

a. "Products" consist of the Q CELLS Modules and Microinverters as defined in this Section 1.a.

(i) "Q CELLS Modules" are defined in this Limited Warranty as Q CELLS branded photovoltaic modules manufactured by HQC or its authorized manufacturers (hereinafter "Q CELLS module") that are sold and installed within the United States and Canada and are of the following product type:

- Q.PEAK DUO BLK-G6+ / AC

(ii) "Microinverters" are defined in this Limited Warranty as the microinverters assembled with the Q CELLS Modules and are of the following product type:

- IQ™7+-series microinverters

FOR THE AVOIDANCE OF DOUBT, THIS LIMITED WARRANTY SUPERSEDES AND REPLACES ANY MANUFACTURER WARRANTY FOR THE MICROINVERTERS WITH RESPECT TO THE CUSTOMER.

b. Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is (i) an end customer who (A) purchases Products from HQC or from any one of its authorized distributors or installers ("Distributor") and (B) is the initial installer of such Products into a specific photovoltaic (PV) solar energy project ("Project"), and (ii) any of the end customer's successors or assigns (each, a "Transferee"), as long as (A) the Product remains at the Original Location (as defined below), (B) the Transferee submits to HQC's designee a "Change of Ownership Form", (C) the Transferee pays the applicable transfer fee ("Transfer Fee") to HQC's designee as set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee and (D) if applicable, the Transferee complies with the Registration requirements in Section 2.c. (such end customer as defined in this Section 1.b.(i) or Transferee, as applicable, "Customer"). The submission of a Change of Ownership Form is required

for continued Limited Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at HQC's or its designee's discretion). The Change of Ownership Form will be provided by HQC upon Customer's request.

c. Validity

This Limited Warranty takes effect on July 1st, 2020 and shall remain valid until a new version of warranty applying to the Products is released by HQC.

d. Term

The term of this Limited Warranty ("Term") for the Customer begins on the date of initial delivery of the applicable Product to the Customer ("Warranty Start Date") and ends at the end of the warranty periods set forth in Section 2.. The performance of warranty services under this Limited Warranty does not extend the Term. HQC's obligations under this Limited Warranty are conditioned upon the Customer's compliance with its payment obligations for purchase of the applicable Product.

2. WARRANTY

a. Q CELLS Module Product Warranty

Subject to the terms and conditions in this Limited Warranty, HQC warrants to the Customer that the Q CELLS Modules, when installed, used, and serviced under normal operating conditions and in accordance with Q CELLS Module Installation Manual provided by HQC or Distributor will be free from any defects in materials and workmanship that have a significantly negative effect on the power output of the Q CELLS Modules (collectively, "Q CELLS Module Defect") for a period of twenty-five (25) years following the Warranty Start Date. The warranty in this Section 2.a. does not warrant a specific power output of the Q CELLS Modules, which shall be exclusively covered under the Performance Warranty in Section 2.d..

b. Microinverter Warranty

Subject to the terms and conditions in this Limited Warranty, HQC warrants to the Customer that the Microinverters assembled

together with the Q CELLS Modules and installed for use at the original location of the Project in the United States or Canada, as applicable (the "Original Location") will be free from defects in workmanship and materials for a period of twenty-five (25) years following the Warranty Start Date (the "Microinverter Warranty").

c. Registration

The Microinverter Warranty provided by HQC in this Limited Warranty is conditioned on the Customer registering the respective Microinverter within forty-five (45) days from the date of first installation (the "Registration") by either (i) completing and returning the registration card found at the end of this Limited Warranty to Enphase Energy, Inc. as HQC's designee at the address set forth in this Section 2.c., (ii) registering online at www.enphase.com/register-my-product; or (iii) registration through the Enlighten™ application when an Enphase Envoy product is purchased and installed as part of the Project, except that IF CUSTOMER IS A RESIDENT OF CALIFORNIA, CONNECTICUT OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN THIS SECTION 2.C. SHALL NOT APPLY.

Return Registration Card to:

Enphase Energy, Inc.
Attn: Product Registration on behalf of Hanwha Q CELLS USA Inc.
Customer Service
3210 Elder St.
Boise, ID 83705
United States of America

d. Q CELLS Module Performance Warranty

Subject to the terms and conditions of this Limited Warranty, HQC warrants to the Customer that the Q CELLS Modules are manufactured to (i) produce a power output of at least ninety-eight percent (98%) of the minimum power output specified in the applicable module data sheet during the first twelve (12) months following the Warranty Start Date, and (ii) have a yearly maximum decrease (or degradation) of power of not more than fifty-four hundredths of one percent (0.54%) from start of the second (2nd) twelve (12)-month period following the Warranty Start Date until the end of such twelve (12)-month period, and repeated for each successive twelve (12)-month period until the twenty-fifth (25th) anniversary of the Warranty Start Date, (collectively, "Performance Warranty"). As an example, the Q CELLS Module will be manufactured to have a minimum power output of eighty-five percent (85%) of the minimum power output specified in the applicable module data sheet at the end of the term of this Limited Warranty. Failure to meet the Performance Warranty is defined herein as a "Performance Defect." In the event of a Performance Defect claim, the

power output of any Q CELLS Modules described in this Section 2.d. shall be measured by HQC under the Standard Test Conditions ("STCs") defined in the IEC standards EN 61215 and 60904-3 in effect as of the Warranty Start Date.

3. EXCLUSIONS

The Limited Warranty shall not apply to any Product affected by the following events or conditions:

1. Product that has been misused, neglected, tampered with, altered or otherwise damaged, either internally or externally;
2. usage, transport, storage, installation, operation and / or handling, including in any manner, condition or environment (i) for which the applicable Product was not designed or suitable, (ii) that exceed the specifications set out in the applicable data sheet and / or (iii) that fails to strictly comply with the applicable installation manual, user manual (including, without limitation, any installation or use of the Product in combination with components not listed in such installation or user manual as being compatible with the Product), packaging and transportation information sheet and / or applicable laws or regulations;
3. system or components of such system that are of a design, configuration or installation that does not meet the standards typically used by experienced professionals in the industry;
4. service, operation or maintenance of the Product by anyone who is not a representative of HQC or its designee, incorrect, improper or inadequate service operation or maintenance of the Project, or any normal wear and tear, rust or stains, scratches, dents on the casing or paintwork of the Product;
5. damage caused by environmental or other external conditions, including, but not limited to (i) acid rain or snow, (ii) blowing sand, (iii) saline air, (iv) pollution of any kind in the air, soil or water, (v) unusual oxidation levels, (vi) mold, (vii) generalized corrosion, (viii) biological infestations, (viii) any nearby fire, explosion, smoke or charring, (ix) input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Product data sheet or (x) high input voltage from generators or lightning strikes;
6. damage caused by acts of nature or acts of God, including, but not limited to, lightning, hail, frost, snow, storms, tidal waves, floods, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures or landslides;

7. damage caused directly or indirectly by acts of violence or intervention by third parties or external forces, including but not limited to, misadventure, riots, war, insurrection, communal violence, damage caused by shipping or handling by third parties, vandalism, damage caused by animals, and / or acts or omissions by third parties beyond the control of HQC;
8. damage to the Project in which the Products are installed caused by external factors, including, but not limited to, 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, whether or not such faults in the power supply system was contributed to by any act or omission of the Customer;
9. Product modified or used in processes involving other products or components, without obtaining the prior written consent of HQC or its designee;
10. the original identification markings, including serial number, product label or trademark or logo, have been defaced, removed, changed, deleted or made unrecognizable;
11. the utility approved operating parameters of a Microinverter have been altered, and such alteration causes the Microinverter to malfunction, fail or fail to optimally perform;
12. the Product used on any mobile carriers (such as motor vehicles or ships); and / or
13. the Customer fails to provide notification of a Product Defect or Performance Defect in accordance with Section 4.a. within 30 days of the initial discovery or prior to the end of the applicable warranty period set forth in Section 2..

4. WARRANTY CLAIMS

a. Customers who believe they have a justified claim covered by this Limited Warranty must first immediately notify HQC's designee in accordance with the RMA process defined in Section 4.d. below.

b. Customer Inspection

The Customer must inspect the Products for visible defect when delivered. The Customer must notify HQC of any defects immediately, but in no event later than (30) days after any such defects were discovered during such visible defect inspection process.

c. Warranty Claims

The Customer will be entitled to make claims under this Limited Warranty ("Warranty Claims") only if the Customer has provided

documented evidence sufficient to prove that the malfunctioning or non-conformity of a Product resulted exclusively from a Product Defect or Performance Defect covered by this Limited Warranty. If the Warranty Claim is based on glass breakage, then the Customer shall conduct a static load calculation on the substructure.

d. Warranty Claim Compliance

The Customer must comply with the HQC's designee's then-current Return Merchandise Authorization ("RMA") process, set forth at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>, to make a Warranty Claim. For the avoidance of doubt, Enphase Energy, Inc. will provide customer service for RMAs on behalf of HQC. If a Customer returns a Product without complying with the RMA process or without all parts included in the original package, HQC (i) will not accept any Warranty Claims not in compliance with the RMA or delivery of any unauthorized return shipments of Products and (ii) shall be entitled to charge a restocking fee equal to the higher of fifteen percent (15%) of the original Customer's purchase price of the Product (as reasonably apportioned to the applicable Product by HQC, if necessary) or the retail value of the missing parts.

e. Warranty Claim Procedure

The Customer is responsible for shipping, at its expense, the Product to HQC or its designee for evaluation. HQC or its designee shall pay the costs of a technical inspection and, in the event that the Warranty Claim is confirmed by such inspection, transportation of any repaired or replacement Product to Customer at the original location of the Project. Any Product that HQC or its designee determines is not defective or that is returned without a valid RMA may be rejected and returned at Customer's expense (subject to prepayment), or kept for thirty (30) days for pick-up by Customer and then disposed of at HQC's sole discretion without further liability on the part of HQC or obligation to Customer. To make a Warranty Claim, the Customer must submit the original receipt or invoice, which bears the date of the purchase and of the delivery, the serial numbers of the relevant Products and the name of the authorized distributor or seller.

f. Ownership Interest

The Products sent to HQC, or its designee, in the course of the RMA process shall remain the property of the Customer until any inspection has been completed and HQC provides a replacement or refund. At the time any refund or delivery of a replacement Product to the Customer takes place under this Limited Warranty, the ownership interest of the returned Product passes to HQC or its designee. Any repaired, replaced or additionally supplied Products will be warranted only for the remainder of the original warranty period applicable to the original Product.

5. REMEDIES

a. Product Defect Remedy

If HQC determines following a Warranty Claim that a Product Defect exists, then HQC or its designee shall, at its discretion, within a reasonable time provide: (i) a remedy or repair for the Product Defect using new and/or reconditioned parts or Products of original or improved design; (ii) provide a replacement Product in place of the Product with the Product Defect; or (iii) provide the Customer monetary compensation equal to the market value of the Q CELLS Module or Microinverter, as applicable, as of the time Customer notifies HQC's designee of the applicable Warranty Claim in accordance with Section 4.a. above, as reasonably determined by HQC.

b. Performance Warranty Remedy

If HQC determines following a Warranty Claim that a Q CELLS Module has a Performance Defect, then HQC shall, at its discretion, within a reasonable time: (i) remedy or repair the Performance Defect; (ii) provide a replacement module in place of the Q CELLS Module that has the Performance Defect; (iii) make up the difference to the guaranteed power output by providing additional modules; or (iv) provide to the Customer monetary compensation equal to the portion of the market value of the Q CELLS Module as of the time Customer notifies Enphase of the applicable Warranty Claim in accordance with Section 4.a. above, as reasonably determined by HQC (the "Module Value"), that is in the same proportion to the Module Value as the actual measured power is to the guaranteed power.

c. Sole and Exclusive Remedy and Obligation

THE REMEDIES SET FORTH IN THIS SECTION 5. ARE HQC'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR ANY PRODUCT DEFECT OR PERFORMANCE DEFECT IN ANY PRODUCT. THE REMEDY EXTENDED TO THE CUSTOMER SPECIFICALLY EXCLUDES ANY REIMBURSEMENT FOR THE COSTS OR EXPENSES INCURRED FOR (I) UNINSTALLING OR DISMANTLING ANY DEFECTIVE PRODUCT OR PARTS, (II) RE-INSTALLING ANY REPAIRED OR REPLACED PRODUCTS OR PARTS, (III) REMOVING, INSTALLING OR TROUBLESHOOTING CUSTOMER'S ELECTRICAL SYSTEMS OR (IV) LOSS OF POWER.

6. WARRANTY LIMITATIONS

THE GRANT OF THIS LIMITED WARRANTY BY HQC IS CONDITIONED UPON AGREEMENT BY CUSTOMER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN.

THE LIMITED WARRANTY DOES NOT COVER (I) TECHNICAL OR DESIGN DEFECTS OR SHORTCOMINGS, OR COSMETIC DEFECTS, SHORTCOMINGS OR CHANGES, INCLUDING ANY COLOR CHANGES, (II) COSTS RELATED TO THE REMOVAL, INSTALLATION OR TROUBLESHOOTING OF CUSTOMER'S ELECTRICAL SYSTEMS OR (II) SOFTWARE PROGRAMS INSTALLED IN A PRODUCT AND THE RECOVERY AND REINSTALLATION OF SUCH SOFTWARE PROGRAMS AND DATA. HQC DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. NO HQC OR ENPHASE EMPLOYEE OR ANY DISTRIBUTOR OR OTHER AUTHORIZED RESELLER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS, INCLUDING ANY

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION .

ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT TO THE EXTENT REQUIRED BY APPLICABLE LAW ARE LIMITED TO THE PERIODS OF THE LIMITED PRODUCT AND LIMITED PERFORMANCE WARRANTIES SET FORTH ABOVE, OR SUCH SHORTER PERIOD AS PERMITTED BY APPLICABLE LAW. HQC IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER, ARISING OUT OF OR RELATED TO ANY PRODUCT UNLESS OTHERWISE STIPULATED BY MANDATORY STATUTORY LAW. IN PARTICULAR, HQC'S LIABILITY FOR FRAUDULENT OR WILLFUL INTENT, GROSS NEGLIGENCE OR PERSONAL INJURY, IN EACH CASE, UNDER APPLICABLE MANDATORY LIABILITY LAW SHALL REMAIN UNAFFECTED.

EXCEPT AS PROVIDED IN THIS SECTION 6., THE PRODUCTS, THE PRODUCT DOCUMENTATION AND ALL INFORMATION ARE PROVIDED ON AN "AS IS" BASIS.

IN NO EVENT WILL HQC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING ECONOMIC

LOSSES OF ANY KIND, LOSS OF USE, LOST REVENUE AND/OR LOST POWER, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR ANY PRODUCT OR ANY REPLACEMENT OR ADDITIONAL PRODUCT SUPPLIED BY HQC OR ITS DESIGNEE HEREUNDER, EVEN IF HQC OR SUCH DESIGNEE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF HQC, ANY DISTRIBUTOR, AND / OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARISING FROM OR RELATING TO THIS LIMITED WARRANTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT RECEIVED BY HQC FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM OR DISPUTE.

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

CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIABILITY DISCLAIMERS, LIMITATIONS AND EXCLUSIONS ARE AN ESSENTIAL ELEMENT OF THE RELEVANT SALES AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIABILITY DISCLAIMERS, EXCLUSIONS AND LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY HIGHER.

7. ASSIGNMENT

Assignment

Except to the extent expressly permitted herein, this Limited Warranty may not be assigned or transferred by Customer, and any attempt to assign or transfer in violation of this paragraph shall be null and void. HQC expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

8. MISCELLANEOUS

a. Severability

If any provision of this Limited Warranty terms and conditions is held to be invalid, illegal or unenforceable in any respect, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law

and the remaining provisions will continue in full force and effect.

b. Governing Law

All matters arising from or relating to this Limited Warranty shall be governed by the laws of the State of California, without regard to its choice of law rules. The UN Convention on the International Sale of Goods shall not apply.

9. ARBITRATION

a. Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires Customer ("you") to arbitrate disputes with HQC ("us") and limits the manner in which you can seek relief from us. THE LAWS OF CERTAIN JURISDICTIONS DO NOT PERMIT THE USE OF MANDATORY ARBITRATION CLAUSES. WHERE SUCH LAWS APPLY TO CUSTOMER, THIS ARBITRATION CLAUSE MAY NOT APPLY.

b. Applicability of Arbitration Agreement

You agree that any dispute or claim relating in any way to your access or use of any Product, or to any aspect of your relationship with us, will be resolved by binding arbitration rather than in court, except that (i) you may assert claims in small claims court if your claims qualify; and (ii) you or we may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

c. Arbitration Rules and Forum

For any dispute in connection with this Limited Warranty, you agree to first contact us at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("JAMS"). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, we will pay such fees for you. In addition, we will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator

may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

d. Waiver of Jury Trial

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

e. Waiver of Class or Other Non-Individualized Relief

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim shall be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.

f. 30-Day Right to Opt Out

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Hanwha Q CELLS America Inc., 400 Spectrum Center Drive,

Suite 1400, Attention: Legal Department, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: HQCA-Legal@us.q-cells.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Limited Warranty will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter into in the future, with us.

g. Severability

Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

h. Survival of Agreement

This Arbitration Agreement will survive the termination of your relationship with us.