

LIMITED WARRANTY FOR Q.HOME+ ENERGY STORAGE SYSTEM FROM Qcells



Valid from August 1st, 2020

This limited warranty ("Limited Warranty") is issued by Hanwha Q CELLS America Inc., 400 Spectrum Center, Suite 1400, Irvine CA 92618, USA, or its successors or assigns ("HQC"), and applies exclusively to Q. HOME+ and Components (as defined in Section 1.a.).

1. SCOPE

a. Products

Q.HOME+ is defined in this Limited Warranty as the Q CELLS branded Q.HOME+ Energy Storage Systems that are sold and installed within the United States and are of the following product type:

- Q.HOME+ ESS HYB-G1 6.0
- Q.HOME+ ESS HYB-G1 7.0
- Q.HOME+ ESS HYB-G1 7.6
- Q.HOME+ ESS HYB-G1 8.6
- Q.HOME+ ESS AC-G1 6.0
- Q.HOME+ ESS AC-G1 7.0
- Q.HOME+ ESS AC-G1 7.6
- Q.HOME+ ESS AC-G1 8.6

Components is defined as all components incorporated into or sold together with Q.HOME+ other than photovoltaic modules.

b. Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is an end customer who purchases Q.HOME+ from HQC or from any one of its authorized distributors ("Distributor") and is the initial installer of such Q.HOME+ and Components into a specific photovoltaic (PV) solar energy and battery project ("Project"), and any of the end customer's permitted successors or assigns ("Customer").

c. Validity

This Limited Warranty takes effect on August 1st, 2020 and shall remain valid until a new version of warranty applying to Q.HOME+ and Components is released by HQC.

d. Term

The term of this Limited Warranty ("Term") for the Customer begins on the earlier of (i) four months from the date the Q.HOME+ or Component, as applicable, is shipped from HQC to Customer (if sold by HQC directly to Customer) or Distributor (if sold by HQC to a Distributor) or (ii) the commissioning of the Q.HOME+ or Component at the original location of the Project ("Warranty Start Date"), as reflected in HQC's records or otherwise reasonably determined by HQC, 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 Q.HOME+ and Components.

2. WARRANTY

a. Product Warranty

Subject to the terms and conditions in this Limited Warranty, HQC warrants to the Customer that Q.HOME+ and Components, when installed, used, and serviced under normal operating conditions and in accordance with applicable specifications and the Q.HOME+ Installation Manual provided by HQC or Distributor, will be free from defects in materials or workmanship that have a significantly negative effect on energy storage and power conversion of the Q.HOME+ and Components (collectively, "Product Defect") during the applicable warranty periods set forth below:

Inverters, Batteries and Auto-transformers: 10 years commencing from the Warranty Start Date. An extended warranty period for the inverter, battery and auto-transformer Components for an additional 10 years is available for purchase within 3 years from such Component's applicable Warranty Start Date.

Pocket-wifi, Pocket-lan and CT: 1 year from the Warranty Start Date.

Meters: 2 years from the Warranty Start Date.

This Product Warranty does not warrant a specific performance of the Q.HOME+ and Components, which shall be exclusively covered under the Performance Warranty in Section 2.b.

b. Performance Warranty

Subject to the terms and conditions of this Limited Warranty, HQC warrants to the Customer that the battery Component of Q.HOME+ is manufactured to retain at least 60% of Nominal Energy (as defined below) for a period starting from the applicable Warranty Start Date and expiring upon the earlier to occur of the following: (i) 10 years after the Warranty Start Date or (ii) the applicable Energy Throughput levels indicated in the table below in this Section 2.b. are reached, subject always to (j) the battery having been operated under normal use in accordance with applicable specification and the Q.HOME+ Installation Manual provided by HQC and (ii) the Performance and Measurement Conditions (defined below). For purposes of illustration only, if a BAT45 battery's energy throughput reaches 13.5MWh at the end of the eighth year following the Warranty Start Date, then this Performance Warranty for such battery will expire at such time and not 10 years from the Warranty Start Date. Failure to meet the Performance Warranty as defined in this Section 2.b. is defined as a "Performance Defect," and the term "Nominal Energy" means the initially rated capacity of the battery Component in Q.HOME+ as indicated in the table below.

The applicable Energy Throughput levels are as follows:

Battery	Normal Energy	Energy Throughput
BAT45 (HV10045)	4.5 kWh	13.5 MWh
BAT63 (HV10063)	6.3 kWh	18.9 MWh

The term "Performance and Measurement Conditions" means all of the following operating and capacity measurement conditions:

1. The ambient temperature during battery operation shall at no time fall below 32°F or exceed 113°F.
2. Ambient temperature at the time of capacity measurement is 77°F - 86°F.
3. Initial battery temperature from BMS at the time of capacity
4. The current and voltage capacity measurements are made at the battery's DC side.
5. The battery is charged and discharged using the following methods:
Charge: (0.55) CC/CV (BAT45), (0.4) CC/CV (BAT63), (Constant voltage (117)V, Cut-off current (0.05) C) Discharge: (0.55) CC/CV (BAT45), (0.4) CC/CV (BAT63), (Cut-off voltage (85)V) Current at (0.55) C: (25)A (BAT45), (0.4) C: (25)A (BAT63)

3. EXCLUSIONS

The Limited Warranty shall not apply to any Q.HOME+ or Component affected by the following events or conditions:

1. Usage, transport, storage, installation, removal, reinstallation commissioning, operation, maintenance, ventilation, circulation and/or handling in any manner that fails to strictly comply with the Q.HOME+ Installation Manual and the Q.HOME+ Packaging and Transportation Information Sheet;
2. 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;
3. Incorrect, improper, inadequate or unauthorized repair, service, operation or maintenance of the Q.HOME+, any Component or the Project, or any normal wear and tear of the Q.HOME+ or any Component;
4. Damage caused by extreme environmental sources of impact, 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 groundwater, (v) unusual oxidation levels, (vi) mold, (vii) any nearby fire, explosion, smoke or charring or (viii) flooding;
5. 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;
6. 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, unintentional damage by third parties, vandalism, damage caused by animals, and/or acts or omissions by third parties beyond the reasonable control of HQC;
7. Damage to the Project in which the Q.HOME+ or Component is 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 or storage system with or without mains connection, whether or not such faults in the power supply or storage system was contributed to by any act or omission of the Customer;
8. The Q.HOME+ or Components are modified or used in processes involving other products, without obtaining the prior written consent of HQC;
9. The serial number or product label of Q.HOME+ or any Component has been removed, changed, deleted or made unrecognizable;
10. The Q.HOME+ or any Components are used on any mobile carriers (such as motor vehicles or ships)
11. The conditions of use at the Project, at any time, exceed applicable specifications provided by HQC; and/or
12. The Customer fails to notify the Distributor or HQC of a Product Defect or Performance Defect within fourteen (14) days of the initial discovery or prior to the end of the applicable warranty period set forth in Section 2.

4. REGISTRATION

This Limited Warranty is further conditioned on the Customer registering the Q.HOME+ and Components within four weeks following the applicable Warranty Start Date via HQC's website at <http://hqcamerica.com/index.html>, except that if Customer is a resident of California, Connecticut or any other state that prohibits the return of a registration card as a condition precedent to warranty coverage, then the Registration requirements described in this Section 4 shall not apply.

5. WARRANTY CLAIMS

a. Customer Inspection

The Customer must inspect the Q.HOME+ and Components for visible defects when delivered. The Customer must notify HQC of any defects immediately, but in no event later than fourteen (14) days after any such defects were discovered during such visible defect inspection process.

b. 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 the Q.HOME+ or a Component resulted exclusively from a Product Defect or Performance Defect covered by this Limited Warranty. Such documented evidence shall include, without limitation, the original receipt or invoice (which bears the date of purchase and of delivery), the name of the authorized distributor or seller, serial numbers, error messages, firmware version codes and photos of connections, as applicable and appropriate under the circumstances. Warranty claims and relevant documented evidence must be notified and provided to the authorized HQC representative in writing at HQC, 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618 or at HQC's website at <http://hqcamerica.com/index.html>.

c. Warranty Claim Compliance

The Customer must comply with the HQC's then-current Return Merchandise Authorization ("RMA") process to make any Warranty Claim. HQC will not accept any Warranty Claims not in compliance with the RMA or Warranty Claims that use the delivery of any unauthorized return shipments of Q.HOME+ or any Component.

d. Warranty Claim Procedure

The Customer is responsible for shipping the purportedly defective Q.HOME+ or Component to HQC for evaluation at the Customer's expense. HQC 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 Q.HOME+ or Component to Customer at the original location of the Project. Any Q.HOME+ or Component that HQC or its designee determines is not defective or that is returned without a valid RMA may be rejected and returned to Customer at its 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.

e. Ownership Interest

The Q.HOME+ or Component sent to HQC 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 Q.HOME+ or Component to the Customer takes place under this Limited Warranty, the ownership interest of the returned Q.HOME+ or Component passes to HQC. Any repaired, replaced or additionally supplied Q.HOME+ or Component will be warranted only for the remainder of the original warranty period applicable to the original Q.HOME+ or Component.

6. REMEDIES

a. Product Defect and Performance Defect Remedies

If HQC determines, following a Warranty Claim, that a Q.HOME+ or Component has a Product Defect or Performance Defect, then HQC shall, at its discretion, within a reasonable time: (i) remedy or repair the Product Defect or Performance Defect; (ii) provide a replacement Q.HOME+ or Component in place of the Q.HOME+ or Component with the Product Defect or Performance Defect; or (iii) provide the Customer monetary compensation equal to the purchase price of the Q.HOME+ or Component subject to an annual ten percent (10%) depreciation rate starting from the applicable Warranty Start Date calculated on the original purchase price as evidenced by the invoice produced by the Customer; provided, however, if the Customer fails to produce an original invoice, then the price shall be based upon the then-current market price of a comparable product or component in a similar market and the date shall be based upon the date of sale to the Customer according to the HQC records. In addition, HQC will cover the labor costs of servicing a confirmed replacement up to \$250 per replacement case.

b. 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 Q.HOME+ OR COMPONENT.

7. 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 OR

(II) SOFTWARE PROGRAMS INSTALLED IN Q.HOME+ OR A COMPONENT AND THE RECOVERY AND REINSTALLATION OF SUCH SOFTWARE PROGRAMS OR DATA. HQC DOES NOT WARRANT THAT THE OPERATION OF Q.HOME+ OR A COMPONENT WILL BE UNINTERRUPTED OR ERROR FREE. NO HQC 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 Q.HOME+ OR ANY COMPONENT, INCLUDING ANY IMPLIED WARRANTIES 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 BY HQC IN MANUALS, SPECIFICATIONS 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 Q.HOME+ OR COMPONENT 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 7, THE Q.HOME+ AND COMPONENTS, 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 Q.HOME+ OR COMPONENT OR ANY REPLACEMENT OR ADDITIONAL Q.HOME+ OR COMPONENT SUPPLIED BY HQC HEREUNDER, EVEN IF HQC 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 Q.HOME+ OR COMPONENT 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 Q.HOME+ OR COMPONENT, 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 Q.HOME+ OR COMPONENTS WOULD BE SUBSTANTIALLY HIGHER.

8. ASSIGNMENT

a. Customer may assign this Limited Warranty to a new owner of the entire photovoltaic system in which the Q.HOME+ or Component is originally installed, provided that such system remains intact in its original place of installation. 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. This Limited Warranty may not otherwise be assigned or transferred, and any attempt to assign or transfer in violation of this Section 8 shall be null and void.

9. 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.

c. Waiver of Jury Trial; Jurisdiction

Any dispute, controversy or claim arising out of or relating to this Limited Warranty or any of its provisions, or the breach, termination, interpretation, enforcement or validity thereof, including any dispute hereby is waived to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Limited Warranty. Any dispute, controversy or claim arising out of or relating to this Limited Warranty or any of its provisions, or the breach, termination, interpretation, enforcement or validity thereof, including any dispute irrevocably is submitted to the jurisdiction of the courts of the State of California and the federal courts of the United States of America located in the State of California solely in respect of the interpretation and enforcement of the provisions of this Limited Warranty.