

# LIMITED WARRANTY FOR SOLAR CONFIGURATION (Q.TRON AC / Q.HOME COMBINER) FROM Qcells



Valid from August 01, 2024

This limited warranty ("Limited Warranty") is issued by Hanwha Q CELLS America Inc., 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618, or its successors or assigns ("HQCA"), and applies exclusively to the Products (as defined in Section 1.a.).

## 1. SCOPE

### a. Products

Products are defined in this Limited Warranty as the Qcells branded residential solar systems consisting of the following key product elements that are sold and installed within North America:

- Q.TRON BLK M-G2+/AC (only when sold and installed with the Q.HOME COMBINER 80 G1), the "AC Module"
- Q.HOME COMBINER 80 G1

Hereinafter referred to each as the "Product" and collectively as the "Products," and "Components" is defined as the following components incorporated into or sold together with any of the Products: LTE modem, WiFi dongle, CT, AC cable, AC connector, End cap and Unlocking tool, as more particularly described in the Installation Manual and Specification (as such terms are defined below).

### b. Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is an end customer who (i) purchases the Product from HQCA or any one of its authorized distributors ("Distributor") or authorized installers ("Installer"), together with any of the Customer's permitted successors or assigns and (ii) is registered as the rightful owner of the Product and Components (if any) via Qcells' Q.OMMAND cloud-based monitoring and control system (such system, "Q.OMMAND" and the end customer meeting such requirements, "Customer"). Only the Customer who has completed the product registration, configuration and connection in Q.OMMAND is the authorized beneficiary of this Limited Warranty.

### c. Validity

This Limited Warranty takes effect on August 01, 2024 and shall remain valid until a new version of the Limited Warranty applying to the Product and Components is released by HQCA. HQCA's obligations under this Limited Warranty are conditioned upon the Customer's compliance with its payment obligations for the purchase of the Product from HQCA, a Distributor or an Installer.

### d. Term

The term of this Limited Warranty for the Customer begins on the earlier of (i) the date of initial registration of the Product in Q.OMMAND or (ii) six (6) months after the manufacture date of the Product (hereinafter as "Warranty Start Date"). The term of this Limited Warranty for the Components begins on the date of initial registration of the Components (if any) in Q.OMMAND. In the event such initial registration date for the Components cannot be determined, the Warranty Start Date shall be one (1) month from the ship date to the Customer, as reflected in HQCA's or its manufacturing affiliate's records or otherwise as reasonably determined by HQCA. The term of this Limited Warranty ends at the end of the warranty periods set forth in Section 2 (hereinafter as "Warranty Period"). The performance of any warranty services under this Limited Warranty does not extend its term. In case of any repaired or replaced Product or Components provided as a remedy hereunder, this Limited Warranty shall continue to cover each such repaired/replaced Product or Components only for the (i) remainder of the original Warranty Period, as applicable, or (ii) 90 days from the date of Customer's receipt of the repaired/replaced Product or Components, whichever is later. This Limited Warranty is effective with respect to the AC Module only when it's sold and installed with the Q.HOME COMBINER 80 G1.

## 2. WARRANTY

### a. Product Warranty

Subject to the terms and conditions in this Limited Warranty, HQCA warrants to the Customer that the Product and Components, when installed, used, and serviced under normal operating conditions and in accordance with applicable technical specifications (the "Specifications") and installation manual (the "Installation Manual") for such Product or Components, in each case provided by HQCA, will be free from defects in materials or workmanship that have a significantly negative effect on power output and power conversion of the Product and Components (collectively, "Product Defect") during the applicable warranty periods set forth below:

Q.TRON BLK M-G2+/AC: twenty-five (25) years commencing from the Warranty Start Date.

Q.HOME COMBINER 80 G1: five (5) years commencing from the Warranty Start Date.

All other Components: five (5) years commencing from the Warranty Start Date.

The Product Warranty under this Section 2.a. does not warrant any specific performance of the Products and Components, which shall be exclusively covered under the Performance Warranty in Section 2.b.

### b. AC Module Performance Warranty

Subject to the terms and conditions of this Limited Warranty, HQCA warrants to the Customer that the AC Module is manufactured to (i) produce a DC power output of at least ninety-eight point five percent (98.5%) of the minimum DC 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 DC power of not more than thirty-three hundredths of one percent (0.33%) from the 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.:

As an example, the AC Module is manufactured to have a minimum DC power output of ninety point fifty-eight percent (90.58%) of the minimum DC power output specified in the applicable module data sheet at the end of the term of this Limited Warranty.

Failure to meet the "AC Module Performance Warranty" as defined in this Section 2.b. is a "AC Module Performance Defect" and, collectively with a Product Defect, a "Defect." For purposes of an AC Module Performance Defect claim, the actual DC power output of the AC Module described in this Section 2.b. shall be measured by HQCA 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

This Limited Warranty shall not apply to any Product 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 Installation Manual;
2. The Product or any Components are installed and/or used on any mobile carriers (such as motor vehicles or ships);
3. Any shortfalls in performance due to or in connection with improper usage or operation of any Product or Components that deviates from the applicable user manual provided by HQCA, the Specifications, the Installation Manual, and/or any technical and safety regulations of a governmental authority or utility or grid applicable in the jurisdiction in which such Product or Components are installed, including, without limitation, operation in an off-grid environment, non-normal operations resulting in power de-rating, etc.

4. Any Product, Components or any part of a Product or Components is modified, repaired, serviced, disassembled or separated (including the microinverter from the photovoltaic module), operated, maintained or used in processes involving other products, without obtaining the prior written consent of HQCA;
5. Failure by the Customer to notify HQCA of a Product Defect or AC Module Performance Defect within fourteen (14) calendar days of the initial discovery or prior to the end of the applicable warranty period set forth in this Limited Warranty;
6. Failure of the Product to maintain online connectivity continuously for at least 24 hours within any twenty-five (25) calendar day period;
7. Any fault or 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;
8. Any fault or 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;
9. Any fault or damage caused directly or indirectly by acts of violence or intervention by third parties or governmental authorities or agencies 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 HQCA;
10. Any shortfalls in performance, fault, damage or abnormal operation by field installation work including but not limited to improper drilling, cabling or CT wiring;
11. Any shortfalls in performance, fault or damage caused by external factors, including, but not limited to, voltage fluctuations, power peaks, excess current, power failure, noise or vibration, 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 or Installer;
12. Any shortfalls in performance during periods of Product repair and maintenance;
13. Any shortfalls in performance due to defect or electrical effects from any device(s) other than a Product or Components;
14. The serial number or product label on any Product or Components has been removed, changed or made unrecognizable;
15. Failure by any Product or Components to conform to the any new or amended requirements, codes or certification standards that became effective after the date such Product or Components were first installed;

## 4. REGISTRATION, FIRMWARE UPDATES AND CONNECTION TO Q.OMMAND

This Limited Warranty is further conditioned on the Customer registering the Product and Components via Q.OMMAND at <https://us.qommand.qcells.com>, except that if Customer is a resident of any state that prohibits registration as a condition precedent to warranty coverage, in which case the registration requirements described in this Section 4 shall not apply. In addition, HQCA requires the ability to update the Product through remote firmware upgrades. The Customer acknowledges that remote upgrades may temporarily interrupt the operation of the Product. By installing the Product and connecting it to Q.OMMAND, the Customer consents to HQCA updating the Product from time to time, without prior notice. The Product is intended for use with internet connection.

## 5. WARRANTY CLAIMS

1. The Customer will be entitled to make claims for Defects in a Product or Components under this Limited Warranty (hereinafter as "Warranty Claims") only if the Customer has provided documented evidence sufficient to prove that the malfunctioning or non-conformity of any Product or Components resulted exclusively from a Defect. 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 Installer, 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 HQCA, 300 Spectrum Center Drive, Suite 500, Irvine CA, 92618 USA or at HQCA's website at <https://us.qcells.com/>. If the Warranty Claim is based on glass breakage in an AC Module, then the Customer shall conduct a static load calculation on the substructure.

2. In case of a Warranty Claim, the Customer shall within fourteen (14) calendar days from the occurrence of the alleged Defect or from the discovery of the alleged Defect submit the following to the Authorized Service Center as specified in Section 10 of this Limited Warranty:
  - (i) invoice or receipt of the Product or Components at issue;
  - (ii) reasonably detailed description of alleged Defect;
  - (iii) serial number of the Product or Components; and
  - (iv) installation site and installation date.
3. The Authorized Service Center will attempt to diagnose the problems remotely via Q.OMMAND by reviewing and analyzing system performance data downloaded from the applicable Product and/or Components.
4. The Customer must comply with HQCA's then-current Return Merchandise Authorization ("RMA") process to make any Warranty Claim. HQCA 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 any Product or Components.
5. The Customer is responsible for shipping any undiagnosed defective Product or Components to HQCA for evaluation at the Customer's risk and expense. HQCA shall pay the costs of a technical inspection and analysis and, in the event that a Defect is confirmed by such inspection and analysis, transportation of any repaired or replacement Product or Components to the Customer at the original location of such Product or Components. With respect to any Product or Components that HQCA or its designee determines are not defective, HQCA may charge to the Customer the costs of return shipping and for onsite inspection including labor, travel and logistics and related expenses. Any Product or Components that HQCA or its designee determines that are returned without a valid RMAs may be rejected and returned to the Customer at the Customer's expense (subject to prepayment), or kept for thirty (30) days for pick-up by Customer and then disposed of at HQCA's sole discretion without further liability on the part of HQCA or obligation to Customer.
6. A Product or Components sent to HQCA in the course of the RMA process shall remain the property of the Customer until any inspection has been completed and HQCA provides a replacement or refund. The ownership interest in the returned Product or Components transfers to HQCA at the time the refund or delivery of a replacement Product or Components provided pursuant to this Limited Warranty, as the case may be, is made to the Customer.

## 6. REMEDIES

### a. Product Defect Remedies

If HQCA determines following Claim Completion (as defined below) that any Product or Components have a Product Defect, HQCA will, at its sole discretion, (i) remedy or repair such Product Defect; (ii) replace the Product or Components that have the Product Defect with a new or refurbished Product, Components or, if unavailable in the market, a different but functionally equivalent product or components, in each applicable case capable of performance that is equal to or higher than the defective Product or Components; or (iii) provide to the Customer monetary compensation equal to the purchase price of the defective Product or Components, as evidenced by the invoice produced by the Customer, reduced by depreciation equal to the percentage of such purchase price that corresponds to the period after the Warranty Start Date in which all data, information and documentation required by HQCA for the applicable Warranty Claim were submitted in full by the Customer ("Claim Completion"), as set forth in the applicable table below. Package price invoicing will be evaluated and allocated in accordance with HQCA's then-current material pricing methodology, and 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 installation date shall be based upon the date of sale to the Customer according to HQCA's records.

### Q. TRON BLK M-G2+/AC

Period (after Warranty Start Date in which Claim Completion falls)	Depreciation Rate
Within 1 year	0 %
For each subsequent year thereafter	4 % per year

**Q.HOME COMBINER 80 G1**

Period (after Warranty Start Date in which Claim Completion falls)	Depreciation Rate (Residual value of the purchase price)
Within 1 year	100 %
Over 1 years to up to 2 years	72 %
Over 2 years to up to 3 years	16 %
Over 3 years to up to 4 years	6 %
Over 4 years to up to 5 years	0 %

**All Other Components**

Period (after Warranty Start Date in which Claim Completion falls)	Depreciation Rate (Residual value of the purchase price)
Within 1 year	100 %
Over 1 years to up to 2 years	72 %
Over 2 years to up to 3 years	16 %
Over 3 years to up to 4 years	6 %
Over 4 years to up to 5 years	0 %

**b. AC Module Performance Warranty Remedy**

If HQCA determines following Claim Completion that an AC Module has an AC Module Performance Defect, then HQCA shall, at its discretion: (i) remedy or repair the AC Module Performance Defect; (ii) replace the AC Module that has the AC Module Performance Defect with a new or refurbished AC Module or, if unavailable in the market, a different but functionally equivalent product, in each applicable case capable of performance that is equal to or higher than the defective AC Module; or (iii) provide to the Customer monetary compensation equal to (A) the purchase price per watt of the defective AC Module, as evidenced by the invoice produced by the Customer, reduced by depreciation equal to the percentage of such purchase price that corresponds to the period in which Claim Completion falls, as set forth in the table above for AC Modules, multiplied by (B) the difference between the applicable guaranteed power output as stated in the Specifications and the actual power output (measured in accordance with the STCs as provided in Section 2.b.). Package price invoicing will be evaluated and allocated in accordance with HQCA's then-current material pricing methodology, and if the Customer fails to produce an original invoice, then the price shall be based upon the then-current per watt market price of a comparable AC module in a similar market and the installation date shall be based upon the date of sale to the Customer according to HQCA's records.

**c. Sole and Exclusive Remedy and Obligation**

THE REMEDIES SET FORTH IN THIS SECTION 6. ARE HQCA'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 OR COMPONENTS.

**7. WARRANTY LIMITATIONS**

THE GRANT OF THIS LIMITED WARRANTY BY HQCA IS CONDITIONED UPON AGREEMENT BY THE 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 IN APPEARANCE, INCLUDING ANY COLOR CHANGES, MOLD OR NORMAL WEAR AND TEAR OR (II) SOFTWARE PROGRAMS INSTALLED IN A PRODUCT OR COMPONENTS AND THE RECOVERY AND REINSTALLATION OF SUCH SOFTWARE PROGRAMS OR DATA. HQCA DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT OR COMPONENTS WILL BE UNINTERRUPTED OR ERROR FREE. NO HQCA EMPLOYEE, DISTRIBUTOR, INSTALLER OR OTHER 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 AND COMPONENTS, 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 HQCA 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. HQCA 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 OR COMPONENTS UNLESS OTHERWISE STIPULATED BY MANDATORY STATUTORY LAW. IN PARTICULAR, HQCA'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, ALL PRODUCTS AND COMPONENTS, THE PRODUCT DOCUMENTATION, SPECIFICATIONS, MANUALS AND ALL OTHER INFORMATION ARE PROVIDED ON AN "AS IS" BASIS.

IN NO EVENT WILL HQCA 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 COMPONENTS OR ANY REPLACEMENT OR ADDITIONAL PRODUCT OR COMPONENTS SUPPLIED BY HQCA HEREUNDER, EVEN IF HQCA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE TOTAL LIABILITY OF HQCA, 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 HQCA FOR THE PRODUCT OR COMPONENTS THAT ARE 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 THE CUSTOMER IN SAID JURISDICTIONS. THE CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY FOR A PRODUCT OR COMPONENTS, AND MAY ALSO HAVE OTHER MANDATORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, WHICH SHALL REMAIN UNAFFECTED.

THE 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 PRODUCT OR COMPONENTS WOULD BE SUBSTANTIALLY HIGHER.

**8. ASSIGNMENT**

The Customer may assign this Limited Warranty to a new owner of the entire system in which the applicable Product or Components are originally installed, provided that such system remains intact in its original place of installation. HQCA 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. The Customer must contact [na.support@qcells.com](mailto:na.support@qcells.com) to request an assignment.

**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 hereunder, and any right to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Limited Warranty, are hereby waived by the Customer to the fullest extent permitted under applicable law. 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, shall be submitted and subject 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.

## 10. AUTHORIZED SERVICE CENTER

Customer Support Email: [na.support@qcells.com](mailto:na.support@qcells.com) / Phone Number:  
888-249-7750