

LIMITED WARRANTY FOR Qcells INVERTERS AND ENERGY STORAGE SYSTEMS



qcells

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This limited warranty (hereinafter "Limited Warranty") is issued by Hanwha Solutions Corporation, 86 Cheonggyecheon-ro, Jung-gu, Seoul, Korea 04541 ("Qcells"), and applies exclusively to Q.HOME CORE H5/A5/B6, (hereinafter "Product") supplied by Qcells. Product consists of Q.SAVE B6.8S battery and Q.VOLT H5S/A5S inverter. The sole and exclusive beneficiary of this Limited Warranty is a customer who directly purchases Product from any of Qcells' authorized distributors ("Distributor"), and for purposes of this Limited Warranty, it will not include any other end-user or customer that uses Product or re-purchases Product from the initial customer ("Customer").

1. PURPOSE

The sole and principal purpose of this Limited Warranty is to provide Customer of Product with the warranty terms and conditions. This Limited Warranty covers both Product Warranty (under Clause 3) and Performance Warranty (under Clause 4).

2. WARRANTY PERIOD

The term of this Limited Warranty for the Customer begins on the initial installation date ("Warranty Start Date") and ends at the end of the warranty period of fifteen (15) years from Warranty Start Date, unless earlier terminated pursuant to Clause 4 of this Limited Warranty ("Term") and noting that specific periods apply to the Product Warranty and Performance Warranty as set out in Clause 3 and 4 respectively. The initial installation date is the registration date of a Product. In the event the initial installation date for the Product cannot be determined, the date of manufacture for the Product shall be the Warranty Start Date for the purposes of this Clause 2.

3. PRODUCT WARRANTY

- Subject to the terms and conditions in this Limited Warranty, Qcells warrants to the Customer that:
 - the Qcells Product will be free from any Product Defects for a period of fifteen (15) years from the Warranty Start Date provided that the Qcells Product was installed, used and serviced under normal operating conditions and in accordance with the datasheet under the Technical Specifications and User Manual provided by Qcells upon Customer's request. The Product Warranty does not warrant energy throughput of a Product, which shall be exclusively covered under the Performance Warranty in Clause 4.
- For the purposes of this Limited Warranty, "Product Defect" means any defects in materials and workmanship that have a significant negative effect on the Qcells Product. Product Defect does not include reducing brightness of LED indicator on the front cover of the Product, any cosmetic changes or other changes in the appearance of the Qcells Product, including but not limited to, any color changes, mold and normal wear and tear, cosmetic and technical design defects or shortcomings which do not materially influence or affect energy production such as degrade form, fit, or function.

4. PERFORMANCE WARRANTY

Subject to the terms and conditions of this Limited Warranty, Qcells warrants to the Customer that Qcells Product conforms with Technical Specification and the User Manual provided by Qcells for i) fifteen (15) years from the Warranty Start Date; or ii) until the Product reaches the guaranteed energy throughput with the guaranteed battery State of Health ("SOH") (see table below), whichever comes earlier ("Performance Warranty"). Failure to meet the Performance Warranty is defined herein as a "Performance Defect."

For the sake of clarity, any defect found in the Qcells Product will not be covered under the Performance Warranty but will be exclusively handled in accordance with Clause 3 of this Limited Warranty ("Product Warranty"). Furthermore, any claims or demands by Customer raised after the expiration of the period specified in Clause 3 of this Limited Warranty and which claim a breach of the Performance Warranty by reason of failures in components (other than battery capacities or battery SOH of Q.SAVE B6.8S) will not be honored, and will be rejected.

Table of Guaranteed Energy Throughput and Battery SOH:

Application	Guaranteed Energy Throughput for Performance Warranty	Guaranteed Battery SOH
Australia	*29.5 MWh at 15th calendar year	60% at 15th calendar year

*Energy Throughput is calculated based on the battery energy of 6.86 kWh

From the moment the energy throughput reaches the number in the table above, Qcells has the right to terminate the warranty of Product.

※ Capacity measurement condition (Current and voltage measurement at battery DC side)

- Ambient temperature: $25 \pm 5^\circ\text{C}$
- Charging/discharging method (1 cycle/day): 0.33/0.5C C-rate, 10min rest after charging, DOD100%

5. WARRANTY CLAIM PROCESS

- The Customer will be entitled to make claims for Product Defect or Performance Defect (hereinafter jointly or alternatively as "defect/defects") 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 the Product resulted exclusively from a Product Defect or Performance Defect covered by this Limited Warranty.
- The Customer in every case shall contact an authorized installer to check and prove the Product at first.
- In case of an alleged Product Defect and/or Performance Defect claim under this Limited Warranty, the Customer shall, within ten (10) business days from the occurrence of the alleged defect or from the discovery of the alleged defect and by no later than one (1) month after the expiration of the warranty period, submit the followings to an authorized services agency: (i) invoice or receipt of the Product at issue; (ii) description about alleged defect; (iii) serial number; and (iv) installation site and date.
- The Customer must engage an authorized service agency to request a remote diagnose of the Product. Despite all the efforts from the authorized services agency, if the issue remains, a technical inspection onsite will follow.
- The authorized service agency will conduct an analysis of the allegedly defective Product and determine if the Customer complied with the terms and conditions of this Limited Warranty. If the Product is found to be defective, Qcells should, in its sole discretion, repair the Product, replace the Product with equivalent refurbished products, or compensate the Customer for deficiencies in performance. Any repaired, replaced or additionally supplied Product will be warranted only for the remainder of the original Warranty Period applicable to the original Product. If the Product is found to be normal and the malfunction of the products is due to the Customer's fault, the Customer shall be charged with labor and travel cost for onsite inspection.
- Warranty services under this Limited Warranty do not extend the Warranty Period. Qcells' obligations under this Limited Warranty are conditioned upon the Customer's compliance with its payment obligations for purchase of the Product to the Qcells' affiliates which have direct transactions with customers.

6. SERVICE PRODUCTS /PARTS

If Qcells determines, following a Warranty Claim, that Qcells Product has a Product Defect or Performance Defect, Qcells will at its sole discretion:

- (i) remedy or repair the Product Defect; or
- (ii) provide a replacement product with a new or refurbished product which performance is equal to or higher than defective Product and guaranteed by Qcells. In the event, a Product is not available in the market, Qcells, at its option, may replace it with different kind of product with equivalent functions and performances or refund the remaining annually depreciated value of the purchase price of Product during the term of Performance Warranty (15 years) as per the Compensation Scheme below. The purchase price mentioned hereinabove means the list price actually paid by the Customer for the purchase. In the event the installation date for the Product at issue cannot be determined, the date of manufacture for the product shall be the installation date for the purpose of the Compensation Scheme.

Compensation Scheme

Period (after installation date)	*Compensation Rate (of purchase price)
Within 2 years	100%
Over 2 years to up to 3 years	58~72%
Over 3 years to up to 4 years	44~58%
Over 4 years to up to 5 years	30~44%
Over 5 years to up to 6 years	16~30%
Over 6 years to up to 7 years	10~16%
Over 7 years to up to 8 years	8~10%
Over 8 years to up to 9 years	6~8%
Over 9 years to up to 10 years	5~6%
Over 10 years to up to 11 years	4~5%
Over 11 years to up to 12 years	3~4%
Over 12 years to up to 13 years	2~3%
Over 13 years to up to 14 years	1~2%
Over 14 years to up to 15 years	0~1%

*The Rate would be proportional to months of the year period.

The remedies and Compensation Rate set forth above in this Limited Warranty are Qcells' sole and exclusive liability and obligation, and the Customer's sole and exclusive remedies, for any Product Defect or Performance Defect in any Qcells Product.

7. EXCLUSION OF WARRANTY

1. This Limited Warranty shall be void if: (i) Customer fails to procure log data, or (ii) Product is installed in the environment with no internet connection, thereby rendering the Product offline. As a result, any repair or replacement of such Product shall be at Customer's cost, due to non-compliance with the user instructions or other technical conditions. For the avoidance of any doubt, this Limited Warranty shall not apply in the aforementioned circumstances.
2. Qcells shall not be liable for indirect, incidental, consequential, or special damages, regardless of caused, including, but not limited to, loss of use, loss of profits, loss of production, loss of data/information or loss of revenues.
3. Qcells shall not be liable for any shipping, mishandling of product by freight carrier.
4. Other costs which are not directly related to repair or replace the Product, including, but not limited to, labor costs for location change of the Product or for analysis of other brand product shall be borne by Customer.
5. Qcells' aggregate liability regarding each defective Product, if any, in damages or otherwise, shall not exceed one hundred percent (100%) of the invoice value as paid by the Customer per unit of defective Product. In the event the Customer is unable to provide the invoice, thereby the invoice value cannot be clearly determined, the original price that Qcells sold the defective Product at issue to the Distributor shall be the invoice value for the purpose of this Clause 7.5.
6. The terms of this Limited Warranty are expressly in lieu of and exclude all other express or implied warranties, including, but not limited to, warranties of non-infringement, merchantability, fitness for particular purpose, use or application, and all other obligations or liabilities on the part of the Qcells, unless such other obligations or liabilities are expressly agreed to in writing signed and approved by Qcells.

7. Qcells shall not be liable for any issues arising out of removal, installation or disassembly of Product.
8. This Limited Warranty for Qcells Product shall apply only to Products installed by Qcells authorized installer.
9. Qcells shall not be liable for any claims and/or damages arising from or in connection with following factors, and all costs incurred by Qcells for conducting the performance analysis shall be compensated by Customer:
 - (i) Any shortfalls in performance due to or in connection with Customer's improper usage, which deviates from Qcells' operating instructions, product technical specification, installation manual, technical, and safety regulations applicable in the country in which the battery is being operated; or
 - (ii) Any shortfalls in performance due to external influences, including, but not limited to, air pollution, sea wind and sulfur corrosion, smoke, acid rain or other pollutants or persons (vandalism), forces of nature outside reasonable control of Qcells, such as fire, earthquake, storm lightening, or other abnormal environmental conditions (force majeure); or
 - (iii) Any shortfalls in performance due to defect or electrical effects from other device(s) which was not supplied by Qcells; or
 - (iv) Any shortfalls in performance due to exposure of Product to direct sunlight.
10. Qcells shall not be liable, and this Limited Warranty excludes Product that is not charged for more than 30 calendar days for any reason whatsoever including but not limited to an isolation from the grid, shutdown of Q.SAVE for reason not attributable to Q.SAVE itself.
11. Qcells Product is not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where Product failure could lead to injury to persons or loss of life or catastrophic property damage.
12. Accessories and other third party products not provided by Qcells are not included in this Limited Warranty.
13. Inbuilt battery of Q.VOLT H5S and A5S for maintaining time information is not included in this Limited Warranty.
14. The backup power output of load terminal is not suitable to supply inductive or capacitive load such as high pressure washer or welding machine that causes high inrush current. The Product will make over current fault to protect itself and this is normal operation. Any claims issued by the Customer based on Product Defects by reason of high inrush current at load terminal during backup power mode will be rejected.

8. ASSIGNMENT

Customer may assign this Limited Warranty for any Qcells system products to a new owner of the entire energy storage system in which such inverter and battery are originally installed, provided that such system remains intact in its original place of installation. Customer and/or new customer shall notify Qcells or Distributor in writing regarding the assignment of the Products. 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. AUSTRALIAN CONSUMER LAW (applies to Customers in Australia only)

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (i) to cancel your service contract with us; and (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

We are also obligated under the Australian Consumer Law to comply with any express warranties that we have provided in this Limited Warranty.

10. MISCELLANEOUS

1. Survival

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.

2. Governing Law

All matters arising from or relating to this Limited Warranty shall be governed by, and enforced in accordance with, the internal laws of South Korea, without regard to its choice of law rules, The UN Convention on the International Sale of Goods shall not apply. Parties agree that the Seoul Central District Court shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Limited Warranty ("Proceedings") and, for such purposes, irrevocably submits to exclusive jurisdiction of such court. Each party hereto irrevocably waives any objection which it might now or hereafter have to the Seoul Central District Court being nominated as the forum to hear, determine and settle any Proceedings, and agrees not to claim that any such court is not a convenient or appropriate forum. Each party hereto consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including (but without limitation) the making, enforcement or execution against any property whatsoever of any order or judgment which may be made or given in such Proceedings.

3. 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 Seoul Central District Court.

11. QCELLS CONTACT DETAILS

■ Q.HOME ESS Service for Australia

Address: Hanwha Q CELLS Australia Pty. Ltd.
Suite 1, Level 1, 15 Blue Street, North Sydney, NSW 2060, Australia
Email: qhomewarranty@qcells.com
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■ Australian Competition & Consumer Commission

Address: Level 27, 135 King Street, Sydney, NSW 2000, Australia
Website: <https://www.accc.gov.au/>
TEL: 1300 302 502