

## HANWHA SOLARONE (QIDONG) CO., LTD. (HANWHA SOLARONE) LIMITED WARRANTY

### FOR PV MODULE(S)

#### Chapter I: Five Year Limited Product Warranty

Hanwha SolarOne (Qidong) Co., Ltd. (**Hanwha SolarOne**) warrants that its Photovoltaic Module(s) (**PV Module(s)**) shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If, during a period not exceeding five (5) years from the date of shipment of the PV Modules to the Buyer from Hanwha SolarOne's facility, there is such defect, then Hanwha SolarOne will, at its sole option, repair or replace the defective modules.

The warranty remedy will extend only to claims received before the end of the warranty period. The remedies set forth in this Chapter I shall be the sole and exclusive remedies provided under the "Limited Product Warranty". This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under Chapter II hereinafter (**Guaranteed Peak Power Output Limited Warranty.**)

#### Chapter II: Guaranteed Peak Power Output Limited Warranty

Provided that the PV Module(s) are used under normal conditions, the following limited warranties are provided by Hanwha SolarOne.

1. 10 Years Guaranteed Peak Power Output Limited Warranty

Hanwha SolarOne warrants the power output of the PV Modules for a period of ten (10) years from the date of shipment of the PV Modules to the Buyer from Hanwha SolarOne's facility. If the PV Module(s) exhibits a power output of less than ninety percent (90%) of the minimum "Peak Power at STC"<sup>1</sup> as specified in Hanwha SolarOne's Product Flash Datasheet, Hanwha SolarOne will at its sole option replace such loss in power by either providing additional Module(s) to the Buyer to make up for such loss in power, or by repairing or replacing the defective PV Module(s).

2. 25 Years Guaranteed Peak Power Output Limited Warranty

Hanwha SolarOne warrants the power output of the PV Modules for a period of twenty-five (25) years from the date of shipment of the PV Modules to the Buyer from Hanwha SolarOne's facility. If the PV Module(s) exhibits a power output of less than eighty percent (80%) of the minimum "Peak Power at STC"<sup>1</sup> as specified in Hanwha SolarOne's Product Flash Datasheet, Hanwha SolarOne will at its sole option replace such loss in power by either providing additional Module(s) to the Buyer to make up for such loss in power, or by repairing or replacing the defective PV Module(s).

3. The remedies set forth in this Chapter II shall be the sole and exclusive remedies provided under the “Guaranteed Peak Power Output Limited Warranty”.

### **Chapter III: Exclusions and Limitations**

4. The exclusions and limitations listed below shall apply to all guarantees listed in Chapter I and II.

#### **5. Exclusions and Limitations**

- (a) All warranty claims must, in any event, be submitted to Hanwha SolarOne within the applicable warranty period.
- (b) The “Limited Product Warranty” and the “Guaranteed Peak Power Output Limited Warranty” do not apply when:
  - (i) The product is improperly installed, wired, or maintained;
  - (ii) The product is subjected to inappropriate handling, including handling during transportation or storage, abuse, neglect, vandalism, vermin or accident;
  - (iii) The product is moved from its original installation location;
  - (iv) The product is installed in an environment which exceeds “Standard Operating Conditions” as defined in product specifications and installation manual, installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);
  - (v) Inappropriate maintenance, including maintenance by an unauthorized service technician or in non-conformance with Hanwha SolarOne's user manual, is performed on the module;
  - (vi) The product is subject to external accidents or forces such as fire, explosion, and civil disorder;
  - (vii) Other unforeseen circumstances or causes outside Hanwha SolarOne's control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, snow damage, heavy hail, etc.
- (c) The “Limited Product Warranty” and “Guaranteed Peak Power Output Limited Warranty” cover only the transportation cost for reshipment of any repaired or replaced PV Modules(s) to the destination port set forth in the sales contract, and do not cover any transportation charges for the return of PV Module(s) to Hanwha SolarOne, customs clearance, taxes, or any other costs related to installation, removal, or reinstallation of the PV Module(s).
- (d) Warranty claims will be honored only if the product can be identified as being manufactured by Hanwha SolarOne, as indicated by the product label, serial number, etc.
- (e) The Buyer shall carry the burden of proof to prove that it is eligible for coverage and that none of the terms specified in this Chapter III apply.

## 6. Limitation of Warranty Scope

Hanwha SolarOne shall not be liable under any circumstance to any incidental, indirect, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded. Hanwha SolarOne's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase value of the PV Module(s) as paid by the Buyer.

- (a) Hanwha SolarOne undertakes no responsibility for the quality of the goods except as otherwise provided in this limited warranty and the attached contract.
- (b) Hanwha SolarOne assumes no responsibility that the PV Modules will be fit for any particular purpose for which you may be buying these goods, except as otherwise provided in this limited warranty and the attached contract.
- (c) These warranties are expressly limited to the Buyer who directly purchased the PV Modules from Hanwha SolarOne.

## 7. Obtaining Warranty Performance

- (a) The Buyer shall notify Hanwha SolarOne of any defect in the products promptly and no later than thirty (30) days from discovery of the defect. The notice shall be in writing and shall include the description of the claim, corresponding module serial number(s), and Proof of Purchase such as the commercial invoice.
- (b) The return of any PV module(s) will not be accepted unless prior written authorization has been given by Hanwha SolarOne.
- (c) Any replaced PV Modules shall become the property of Hanwha SolarOne. Hanwha SolarOne shall have the right to deliver another type of PV Module(s) (different in size, color, shape and/or power) in the event that production of the previous PV Module has been discontinued at the time of the claim. The repair or replacement of the PV Module(s) or the delivery with additional PV Module(s) shall not extend the original terms of the "Limited Product Warranty" and the "Guaranteed Peak Power Output Limited Warranty".

## 8. Disputes

- (a) Any dispute arising from or in connection with these warranties shall be submitted to binding arbitration and shall be subject to the choice of law as provided in the contract between Hanwha SolarOne and the Buyer. Notwithstanding the above, Technical Related Disputes shall be first submitted to non-binding expert evolution as provided below.

In this Agreement the term **Technical Related Disputes** shall mean disputes regarding the function or malfunction of the PV Modules or other related products.

- (b) The Technical Related Disputes shall be evaluated by an expert appointed by one of the following test institutions listed in paragraph (c) below. The appointed expert shall provide its expert opinion regarding the function of the PV Modules, and the causes of the malfunction (if exists). The expert shall also provide a suggestion for the adequate resolution of the dispute including monetary compensation if needed. The specific

institution which will appoint the expert shall be the institution that is physically the closest to the location of the PV Modules in dispute.

- (c) Fraunhofer ISE in Freiburg / Germany,  
TÜV Rheinland in Cologne / Germany, or  
ASU Arizona State University
- (d) The expert's opinion shall be non binding on either of the parties to this Agreement, but may be used as admissible evidence if the dispute is submitted to arbitration. For avoidance of doubt, both parties reserve the right to submit the case to arbitration pursuant to paragraph (a) above and to present alternative expert opinion(s) to the arbitration tribunal.
- (e) The parties shall cooperate to fully accommodate the appointed expert and shall provide the expert the necessary assistance to promptly complete its tasks. The parties shall share the fees to be paid to the expert.

#### **9. Validity**

This limited warranty concerning the PV Module(s) shall be from the date of shipment of the PV Modules to the Buyer from Hanwha SolarOne's facility. .

#### **FOR SALES TO U.S. ONLY:**

**THESE LIMITED WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS BY STATE LAW THAT VARY FROM STATE TO STATE.**

<sup>1</sup> "Peak Power at STC" is the power in Watt peak that a PV module generates in its Maximum Power Point. "STC" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1.000 W per m<sup>2</sup> and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 60904 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Hanwha SolarOne valid at the date of manufacture of the PV module(s). Hanwha SolarOne's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.