



# Hanwha Solar Canada

## Chapter I: Twelve Year Limited Product Warranty

Hanwha Solar Canada Inc. (Hanwha Solar) 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 twelve (12) years from the date of shipment of the PV Modules to the Buyer from Hanwha Solar's facility, there is such defect, then Hanwha Solar will, at its sole option, either repair or replace the defective modules, or refund the then current market price of the modules.

The warranty is applicable for modules where the malfunction or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions. Color changes, or other changes in module appearance including but not limited to abrasion, scratching, oxidation, mold and mechanical wear-out, which occurs after delivery to buyer, are exempt from this warranty if it does not cause degradation in functionality of the module.

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 Solar.

[If product is specified with positive power sorting]

### 1. First Year Guaranteed Peak Power Output Limited Warranty

Hanwha Solar warrants the power output of the PV Modules for a period of first year from the date of shipment of the PV Modules to the Buyer from Hanwha Solar's facility. If the minimum "Peak Power at STC"(see note 1) for typical poly PV Module(s) reduces to less than ninety-seven percent (97%) of the nominal power classification, or if the minimum "Peak Power at STC"(see note 1) for typical mono PV Module(s) reduces to less than ninety-six percent (96%) of the nominal power classification, Hanwha Solar will at its sole option either provide additional Module(s) to the Buyer, or repair the defective PV Module(s), to restore the power output performance to the guaranteed level as specified in this paragraph, or refund the difference of the actual performance between the modules and the warranted performance basing on the then current market price of the modules.

### Second Year to Twenty-fourth Year Guaranteed Peak Power Output Limited Warranty

Hanwha Solar warrants that for a period of second year to twenty-fourth year from the date of shipment of the PV Modules to the Buyer from Hanwha Solar facility will maintain a performance as set forth below:

For poly PV Module(s), max annual power decline will not be more than 0.7%;

For mono PV Module(s), max annual power decline will not be more than 0.7%;

If there is any defect, Hanwha Solar will at its sole option either provide additional Module(s) to the Buyer, or repair the defective PV Module(s), to restore the power output performance to the

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guaranteed level as specified in this paragraph, or refund the difference between the actual performance of the modules and the warranted performance basing on the then current market price of the modules.

### 3. 25 Years Guaranteed Peak Power Output Limited Warranty

Hanwha Solar 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 the Hanwha Solar facility. If the minimum “Peak Power at STC”<sup>1</sup> for the PV Module(s) reduces to less than eighty-two percent (82%) of the nominal power classification, Hanwha Solar will at its sole option either provide additional Module(s) to the Buyer, or repair the defective PV Module(s), to restore the power output performance to the guaranteed level as specified in this paragraph, or refund the difference between the actual performance of the modules and the warranted performance basing on the then current market price of the modules.

4. 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

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

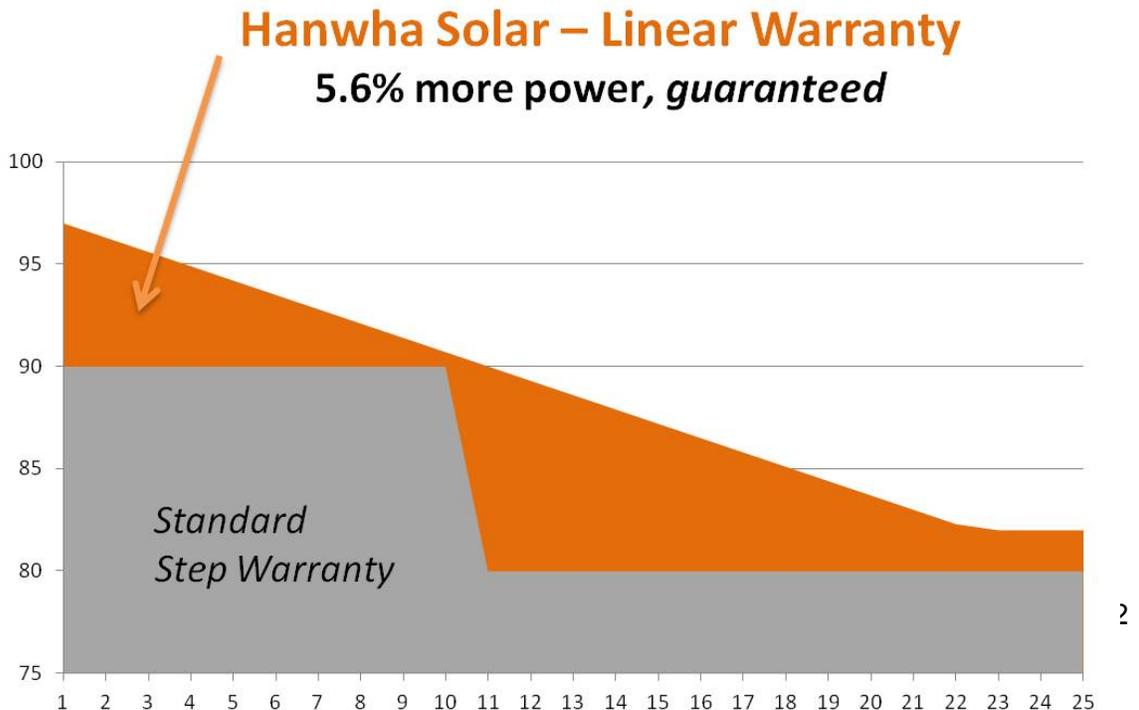
### 2. Exclusions and Limitations

(a) All warranty claims must, in any event, be submitted to Hanwha Solar 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





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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 Solar'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 Solar's control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunamis, 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 Solar, 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 Solar, 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.

### 3. Limitation of Warranty Scope

Hanwha Solar 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 Solar'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 Solar undertakes no responsibility for the quality of the goods except as otherwise provided in this limited warranty and the attached contract.
- (b) Hanwha Solar 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 assignable and transferable to any subsequent owner of the modules, however, burden of proof of rightful ownership and warranty eligibility are the responsibility of the new owner.

### 4. Obtaining Warranty Performance

- (a) The Buyer shall notify Hanwha Solar of any defect in the products promptly and no later than thirty (10) 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 Solar.
- (c) Any replaced PV Modules shall become the property of Hanwha Solar. Hanwha Solar 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

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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”.

## 5. 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 Solar 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 or a mutually agreed upon party.

(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.

## 6. 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 Solar's facility.

### FOR SALES TO CANADA ONLY:

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



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