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Standard Warranty and Conditions of

BenQ Solar AC Unison Accessories

Model Name : PM250MA0, PM240PA0

Effective Date : Nov. 1st, 2011

Attention to :

Microinverter - Limited Warranty

1. During the warranty period, AU Optronics Corporation, No.1, JhongKe Rd. , Central Taiwan Science Park, Taichung 40763, Taiwan, R.O.C. ("AUO") provides to customer certain photovoltaic microinverters ("Microinverter") each of that is affixed to the back of an BenQ Solar photovoltaic module ("PV Module"). The combined assembly of the PV Module and Microinverter is termed an "AC Module." AUO warrants that the Microinverter shall be free from defects in workmanship and materials when used for their original purpose under normal operating conditions (see Section 8) and in compliance with the [installation and operating instructions in writing by AUO for a period of (i) twenty-five (25) years from the manufacturing date of AC Module,(the "Warranty Period"). For avoidance of doubt, this Limited Warranty under this Section does not cover, and AUO shall not be directly or indirectly responsible for, any harm, loss or damage caused by any noncompliance of the aforementioned instructions, including without limitation incorrect or faulty processing of the Microinverter.

2. During the Warranty Period and subject to the completion of the Required Procedure , AUO will, at its option, repair or replace any Microinverter which does not comply with the foregoing warranty ("Defective Product") free of charge, provided that Customer notifies AUO of such nonconformance within seven (7) day written notice from the discovery of such nonconformance during the Warranty Period, and AUO through its inspection establishes and confirms the existence of such nonconformance that is covered by the Limited Warranty. AUO will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. AUO reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If AUO repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period. The remedies set forth in this Limited Warranty constitute the sole and exclusive rights and remedies of the Customer regarding the non-compliance of the foregoing warranty and the like in connection with any warranty issue.

3. The Limited Warranty covers both parts and labor necessary to repair the Defective Product, but does not include labor costs related to uninstalling the Defective Product or re -installing the repaired or replacement product. The Limited Warranty also covers the costs of shipping repaired or replacement product from AUO, via a freight carrier selected by AUO, to designated and mutually-agreed upon customer locations. Notwithstanding the foregoing, the Limited Warranty under this Section does not cover, and AUO will not be directly or indirectly responsible for any harm, loss or damage attributable to the freight carrier and any such harm, loss or damage shall be the sole responsibility of the freight carrier.



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4. To obtain repair or replacement service under this Limited Warranty, the Customer must comply with the following policy and procedure ("Required Procedure"):

(i) Upon discovery of Defective Product, the Customer must contact an AUO designated technical support representative to evaluate and troubleshoot the problem.

(ii) If troubleshooting does not solve the problem, the Customer shall request a Return Merchandize Authorization ("RMA") number and return the Defective Product to AUO. Defective Product may not be returned without an RMA number. The RMA request must include the following information:

- o Proof-of-purchase from the end user of the Defective Product in the form of (1) the dated purchase receipt from the original purchase of the product at point of sale to the end user, or (2) the dated dealer invoice or purchase receipt showing original equipment manufacturer status, or (3) the dated invoice or purchase receipt showing the product exchanged under warranty;
- o Model number of the Defective Product(s);
- o Serial number of the Defective Product(s)
- o Detailed description of the defect(s); and
- o Shipping address for return of the repaired or replacement product(s).

5. All Defective Product authorized by AUO for return must be returned by the Customer in reasonably protective packaging.

6. The returned Defective Product must not have been disassembled or modified without the prior written authorization of AUO.

7. THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AUO AND, TO THE FULLEST EXTENT PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL AUO BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. THE AGGREGATE OBLIGATIONS OF AUO UNDER THIS LIMITED WARRANTY REGARDING THE MICROINVERTER SHALL NOT EXCEED THE PURCHASE PRICE OF THE MICROINVERTER.



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8. Normal Condition of Use and Exclusions

8.1 The Limited Warranty can only be granted if the Microinverter has been installed and used in a proper and orderly fashion.

8.2 Warranty claims must in any event be notified to AUO within the applicable Warranty Period.

8.3 Exclusions of Limited Warranty

- A. operation under unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions, installation guide or rating plate data;
- B. alteration, disassembly, reinstallation, and/or improper installation by persons not authorized or qualified by AUO;
- C. extreme external influences such as smoke, salt, acid rain or other pollutants or persons (vandalism);
- D. installation on mobile device or marine environment, such as vehicles, ships etc.; direct contact with corrosive agents, salt water, acid rain, pest damage or other pollution;
- E. any other improper usage, e.g., for another purpose or use other than such provided for and in a manner which does not correspond to the technical or safety regulations applicable in the country in which the module is being operated;
- F. caused by forces of nature, force majeure and other unforeseeable circumstances outside the range of influence of AUO such as e.g. earthquakes, typhoons, cyclones, volcano eruptions, floods, lightning, snow damages, power outage, surge voltage, or mold discoloration, or other events beyond AUO control including but not limited to any physical or technological event or condition;
- G. PV module label has been removed, altered or made illegible;
- H. if modules are coupled or interconnected with other incompatible modules, types or parts;
- I. naturally occurring scratches, stains, rust, discoloring, or other alteration occurring after the shipment from AUO that have no effect on the power generation performance or mechanical strength of the module.



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Data Logger - Limited Warranty

1. During the warranty period, AUO provides to the Customer a certain gateway device that communicates with BenQ Solar's microinverters ("Data Logger"). AUO warrants that the Data Logger shall be free from defects in materials and workmanship when used for its original purpose under normal operating conditions and in compliance with the installation and operating instructions for a period of (i) three (3) years from the date of sale of the Data Logger to an end user, or (ii) three (3) years and 60 days following the manufacturing date of the Data Logger, whichever is shorter (the "Warranty Period"). The Limited Warranty under this Section does not cover, and AUO shall not be directly or indirectly responsible for any harm, loss or damage caused by any incorrect or faulty processing of the Data Logger.

2. During the Warranty Period and subject to the completion of the Required Procedure, AUO will, at its option, repair or replace any Data Logger which does not comply with the foregoing warranty ("Defective Device") free of charge, provided that Customer notifies AUO of such nonconformance with seven (7) day written notice from the discovery of such nonconformance during the Warranty Period, and AUO through its inspection establishes and confirms the existence of such nonconformance that is covered by the Limited Warranty. AUO will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Device. AUO reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Device. If AUO repairs or replaces a Defective Device, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period. The remedies set forth in this Limited Warranty under this Section constitute the sole and exclusive rights and remedies of the Customer regarding the non-compliance of the foregoing warranty and the like in connection with any warranty issue.

3. The Limited Warranty under this Section covers both parts and labor necessary to repair the Defective Device, but does not include labor costs related to uninstalling the Defective Product or re-installing the repaired or replacement product. The Limited Warranty also covers the costs of shipping repaired or replacement product from AUO, via a freight carrier selected by AUO, to designated and mutually-agreed upon customer locations. Notwithstanding the foregoing, the Limited Warranty does not cover, and AUO will not be directly or indirectly responsible for any harm, loss or damage attributable to the freight carrier and any such harm, loss or damage shall be the sole responsibility of the freight carrier.

4. To obtain repair or replacement service under this Limited Warranty, the Customer must comply with the following policy and procedure ("Required Procedure"):

- (i) Upon discovery of Defective Device, the Customer must contact a AUO technical support representative to evaluate and troubleshoot the problem.



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(ii) If troubleshooting does not solve the problem, the Customer shall request a Return Merchandize Authorization ("RMA") number and return the Defective Device to AUO. Defective Device may not be returned without an RMA number. The RMA request must include the following information:

- Proof-of-purchase from the end user of the Defective Device in the form of (1) the dated purchase receipt from the original purchase of the product at point of sale to the end user, or (2) the dated dealer invoice or purchase receipt showing original equipment manufacturer status, or (3) the dated invoice or purchase receipt showing the product exchanged under warranty;
- Model number of the Defective Devices(s);
- Serial number of the Defective Devices(s)
- Detailed description of the defect(s); and
- Shipping address for return of the repaired or replacement product(s).

5. All Defective Device authorized by AUO for return must be returned by the Customer in reasonably protective packaging.

6. The returned Defective Device must not have been disassembled or modified without the prior written authorization of AUO.

7. THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AUO AND, TO THE FULLEST EXTENT PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL AUO BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. THE AGGREGATE OBLIGATIONS OF AUO UNDER THIS LIMITED WARRANTY REGARDING THE MICROINVERTER SHALL NOT EXCEED THE PURCHASE PRICE OF THE DATA LOGGER..

8. Exclusions of Limited Warranty

- A. operation under unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions, installation guide or rating plate data;
- B. alteration, disassembly, reinstallation, and/or improper installation by persons not authorized or qualified by AUO;
- C. extreme external influences such as smoke, salt, acid rain or other pollutants or persons (vandalism);

- D. installation on mobile device or marine environment, such as vehicles, ships etc.; direct contact with corrosive agents, salt water, acid rain, pest damage or other pollution;
- E. any other improper usage, e.g., for another purpose or use other than such provided for and in a manner which does not correspond to the technical or safety regulations applicable in the country in which the module is being operated;
- F. caused by forces of nature, force majeure and other unforeseeable circumstances outside the range of influence of AUO such as e.g. earthquakes, typhoons, cyclones, volcano eruptions, floods, lightning, snow damages, power outage, surge voltage, or mold discoloration, or other events beyond AUO control including but not limited to any physical or technological event or condition;
- G. PV module label has been removed, altered or made illegible;
- H. if modules are coupled or interconnected with other incompatible modules, types or parts;
- I. naturally occurring scratches, stains, rust, discoloring, or other alteration occurring after the shipment from AUO that have no effect on the power generation performance or mechanical strength of the module.



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Accessories - Limited Warranty

1. During the warranty period, AUO provides to the Customer certain accessory cables, clips and other devices that can be used in conjunction with BenQ Solar's Microinverters and Data logger products (the "Products"). AUO warrants that these Products shall be free from defects in workmanship and materials when used for its original purpose when used in compliance with the installation and operating instructions for a period of (i) one (1) year from the date of sale of the Products, (the "Warranty Period"). Notwithstanding the foregoing, the Limited Warranty under this Section does not cover, and AUO shall not be directly or indirectly responsible for any harm, loss or damage caused by any incorrect or faulty installation.

Disclaimer and Limitation of Liability

2. THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AUO AND EXCEPT FOR THIS LIMITED WARRANTY OBLIGATION SET FORTH HEREIN OR OTHERWISE AGREED BY THE PARTIES IN WRITING, TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS, THE PRODUCTS ARE PROVIDED "AS IS" AND AUO EXPRESSLY EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT AUO WILL BE LIABLE TO THE OTHER UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR LOSS OF DATA), OR PUNITIVE DAMAGES ARISING FROM THIS LIMITED WARRANTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES THE AGGREGATE OBLIGATIONS OF AUO UNDER THIS LIMITED WARRANTY REGARDING THE MICROINVERTER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

3. Exclusions of Limited Warranty

- A. operation under unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions, installation guide or rating plate data;
- B. alteration, disassembly, reinstallation, and/or improper installation by persons not authorized or qualified by AUO;
- C. extreme external influences such as smoke, salt, acid rain or other pollutants or persons (vandalism);
- D. installation on mobile device or marine environment, such as vehicles, ships etc.; direct contact with corrosive agents, salt water, acid rain, pest damage or other pollution;
- E. any other improper usage, e.g., for another purpose or use other than such provided for and in a manner which does not correspond to the technical or safety regulations applicable in the country in which the module is being operated;



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- F. caused by forces of nature, force majeure and other unforeseeable circumstances outside the range of influence of AUO such as e.g. earthquakes, typhoons, cyclones, volcano eruptions, floods, lightning, snow damages, power outage, surge voltage, or mold discoloration, or other events beyond AUO control including but not limited to any physical or technological event or condition;
- G. PV module label has been removed, altered or made illegible;
- H. if modules are coupled or interconnected with other incompatible modules, types or parts;
- I. naturally occurring scratches, stains, rust, discoloring, or other alteration occurring after the shipment from AUO that have no effect on the power generation performance or mechanical strength of the module.