

**To:**

UNIVERSAL SOLAR GROUP PTY LTD ABN: 69 164 371 313

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## General Warranty Terms of PV modules

The model types of Ulica Solar standard PV MODULES under this warranty as below:

- (1) Mono-Crystalline Solar panel range (1500V)
- UL-\*\*\*M-144HV (\*\*\*=565-605Watt, in step of 5Watt)
- UL-\*\*\*M-144HV (\*\*\*=520-560Watt, in step of 5Watt)
- UL-\*\*\*M-132HV (\*\*\*=475-510Watt, in step of 5Watt)
- UL-\*\*\*M-120HV (\*\*\*=435-460Watt, in step of 5Watt)
- UL-\*\*\*M-108HV (\*\*\*=390-420Watt, in step of 5Watt)

For the standard solar module types listed above, Ningbo Ulica Solar Co., Ltd. (Ulica Solar) shall WARRANT its Photovoltaic Solar Modules (MODULES)'s performance (i) starting from the date of sale to the first customer installing the MODULES or (ii) starting at the latest 12 months after MODULES dispatch from Ulica Solar's factory, whichever occurs earlier (the WARRANTY START DATE).

### 1. 25-years Limited Product Warranty

Ulica Solar warrants its MODULES, including factory-assembled DC connectors and cables, if any, to be free from defects in materials and workmanship under normal, application, installation, use and service conditions. If the MODULES fail to conform to this warranty, during a period of **Twenty-five** Years from WARRANTY START DATE, Ulica Solar shall, at its option, either repair or replace the MODULE, or refund the then current market price of MODULES. The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the "**Twenty-five** -year Limited Product Warranty" and shall not extend beyond the period set forth herein. The **Twenty-five** -year Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter.

### 2. 25-years Limited Performance Warranty

Ulica Solar warrants that for a period of 25 years commencing on the WARRANTY START DATE loss of power output of the Nominal Power Output specified in the relevant product data sheet and measured at standard test conditions (STC) for the products shall not exceed:

- For Mono-crystalline panels: 2.0% in the first year, thereafter 0.55% per year, ending with 84.8% in the 25th year after the WARRANTY START DATE.

If the MODULE power output does not achieve the above minimum output thresholds during

the guarantee period, then such loss in power is determined by Ulica Solar, at its sole and absolute discretion, and shall be compensated by providing CUSTOMER additional MODULES to make up such loss in power.

“Nominal Power Output” is the power in Watt Peak that a PV-module generates in its Maximum Power Point under STC condition. “STC” are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1000 W per m<sup>2</sup> and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC60904 as tested at the connector or junction box terminals (as applicable) per the calibration and testing standards of Ulica Solar valid at the date of manufacture of the PV-Modules.

This “Limited Warranty of PV Modules” DONOT cover any transportation charge, customs clearance or any other costs for return of MODULES, or the cost associated with installation, removal or re-installation of MODULES.

### 3. Exclusions and Limitations

Warranty claims must in any event be filled within the applicable Warranty period and this “Limited Warranty of PV Modules” does not apply to any MODULE which in Ulica Solar’s absolute judgment has been subjected to:

- Modification, customer repair, misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of Ulica Solar’s installation and maintenance instructions;
- Scrach Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- The MODULE’s type, or series number is changed, erased or made illegible.
- Exposure to improper voltage or power surges or abnormal environmental conditions (such as acid rain or other pollution);
- Defective components in the construction on which the modules is mounted;
- Exposure to mold discoloration or similar external effects;
- Exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lighting strike, earthquake),influence from chemical MODULES or other acts which are out Ulica Solar’s control (including damage by fire, flood, etc.)

### 4. Limited Warranty Scope

This “Limited Warranty for PV modules” as set forth herein expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Ulica Solar, unless such other obligation or liabilities are expressly agreed to in writing on the part of Ulica Solar. Ulica Solar shall have no responsibility or liability whatsoever 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 the MODULES, including but without limitation, or from use or installation. Under no circumstances shall Ulica Solar be reliable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. Ulica Solar's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the CUSTOMER.

## 5. Obtaining Warranty Performance

If the CUSTOMER has a justified claim covered by this "Limited Warranty for PV-Modules", an immediately notification directly to Ulica Solar shall be filed by mailing a registered letter in writing to the address of Ulica Solar listed hereunder, or, sending an email letter to the email account of Ulica Solar listed hereunder. Together with the notification, the CUSTOMER should enclose the evidence of the claim with the corresponding serial number of the MODULES and the date on which the MODULES have been purchased. An invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Ulica Solar or its distributor should also be submitted as part of the evidence. The return of any MODULES will not be accepted unless prior written authorization has been given by Ulica Solar.

## 6. Dispute

In case of any discrepancy in a warranty-claim, a first-class international test institute such as TUV shall be involved to judge the claim finally. All the fee and expenses shall be born by the losing party, unless otherwise awarded.

## 7. Various

The repair or replacement of the MODULES or the supply of additional MODULES, does not cause the beginning of new Warranty terms, nor shall the original terms of "Limited Warranty for PV Module" be extended. Any replaced MODULES shall become the property of Ulica Solar made for their disposal. Ulica Solar has the right to deliver another type (different in size, color, shape and /or power) in case Ulica Solar discontinued producing the replaced MODULES at the time of the claim.

## 8. Warranty Transfer

This "Limited Warranty for PV Modules" is transferable when the MODULES remains installed in its original installation location and will become null and void if the MODULE is transferred from the original installation location without written permission from Ulica Solar.

## 9. Force Majeure

Ulica Solar shall not in any way be responsible or liable to the Customer or any third-party arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty for PV Module", due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemics, fire, flood, or any other similar cause or circumstance beyond the reasonable control Ulica Solar. In such cases, performance by Ulica Solar in this Limited Warranty shall be suspended without liability for the period of delay reasonably

attributable to such cause.

## 10. Validation

This “Limited Warranty of PV Modules” shall be valid together with the stamp and signature of Sales Contract and only valid for all of MODULEs under this Sales Contract.

## 11. Additional Note

11.1 This warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure

### 11.2 Product recalls

When a batch of modules is found to present a safety risk or does not comply with a mandatory standard or ban and is required to be recalled, product recall will be conducted in accordance with the ACCC Product Safety Recall Guidelines (available at <http://www.productsafety.gov.au/publication/consumer-safety-recall-guidelines>).

### Global Service Center:

#### **Ningbo Ulica Solar Co., Ltd.**

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