



# LIMITED WARRANTY OF PV MODULES

NINGBO ULICA SOLAR CO., LTD

<http://www.ulicasolar.com>

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# 1. Definition

This limited warranty provides that Ningbo Ulica Solar Energy Co., Ltd. (hereinafter referred to as "Ulica Solar") shall be responsible for the purchase and installation of the solar modules (hereinafter referred to as "Modules") by the original purchaser, and its lawful successors or assignees (hereinafter referred to as "Buyer"), Undertake to provide the limited quality assurance described below (hereinafter referred to as the "Limited Warranty"). This Limited Warranty applies to Modules with a quality level of A for Ulica Solar, and does not apply to modules with a quality level of B, C, or scrap.

# 2. Warranty Start Date

The "Warranty Start Date" referred to herein means the earlier of initial installation date of Ulica Solar Modules or 90<sup>th</sup> calendar day after the delivery of Ulica Solar Modules to the Buyer.

# 3. Limited Warranty

## 3.1 Limited Product Warranty (hereinafter referred to as "Limited Product Warranty")

Ulica Solar guarantees that all modules supplied by it (including DC connectors and cables shipped with the factory) are installed, used and operated in accordance with the Ulica Solar Installation Manual, and that during the limited product warranty period, the Modules will not occur due to material or process defects affecting the normal installation and use of the product. The foregoing defects do not include, but are not limited to, abrasions, scratches, stains, mechanical wear, rust, mildew, color differences, optical attenuation, and changes in EL imaging that are normal wear and tear during use, or other changes that are not covered by this limited warranty. Unless such defects or changes in appearance violate the provisions of Section 3.2 "Limited Power Output Warranty".

### 3.1.1 12 Years Limited Product Warranty

P-type PERC Products, Ulica Solar warrants that for a period of twelve (12) years since the Warranty Start Date, the following types of Modules will be free from any defect in design, material, workmanship or manufacturing attributed to Ulica Solar that will materially affect the power generation function or cause any non-operation.

Product	Type
P-type PERC Monofacial of Back Sheet Products	UL-***M-108HV(***=400-415W) UL-***M-120HV(***=360-605W) UL-***M-132HV(***=650-670W) UL-***M-144HV(***=445-560W)
P-type PERC of Bifacial Dual Glass Products	UL-***M-132DG(***=650-670W)

### 3.1.2 15 Years Limited Product Warranty

N-type TOPCon Products, Ulica Solar warrants that for a period of fifteen (15) years since the Warranty Start Date, the following types of the Modules will be free from any defect in design, material, workmanship or manufacturing attributed to Ulica Solar that will materially affect the power generation function or cause any non-operation.

Product	Type
N-type TOPCon Monofacial of Back Sheet Products	UL-***M-108BHVN(***=420-465W) UL-***M-120BHVN(***=480-515W) UL-***M-108CHVN(***=450-475W) UL-***M-144CHVN(***=590-620W)
N-type TOPCon of Bifacial Dual Glass Products	UL-***M-108ADGN(***=430-440W) UL-***M-144ADGN(***=565-590W) UL-***M-156ADGN(***=590-625W) UL-***M-108BDGN(***=440-460W) UL-***M-120BDGN(***=490-510W) UL-***M-108CDGN(***=450-485W) UL-***M-144CDGN(***=600-640W) UL-***M-132DGN(***=690-715W)

### 3.2 Limited Power Warranty (hereinafter referred to as "Limited Power Warranty")

Ulica Solar warrants the loss of module power output during the corresponding Limited Product Warranty period as stipulated under Article 3.1.1 or Article 3.1.2, and such is based on a comparison of the minimum value of the nominal power tolerance of the Module specified on the Module label and the maximum peak output power of the actual Module measured under standard test conditions (STC).

Peak power is the maximum power of the Module measured under STC. Standard test conditions: Spectrum AM1.5, light intensity 1000W/m<sup>2</sup>, temperature 25±2°C. Any power measurement mentioned herein shall be carried out in accordance with IEC 61215 and 60904 and subjected to an allowance of power measurement deviation of ±3%. Any measured data within ±3% deviation shall be regarded as compliant with the power output wattages warranted above. The final power test value is recognized as being in compliance with the guaranteed power value if it meets within the deviation limits.

The "Attenuation Rate" is the positive ratio of the attenuation of the Modules calculated according to the following formula: Attenuation Rate = [(Nominal Power - Peak Power)/Nominal Power] \*100%. For the avoidance of disputes, it is hereby declared that the Attenuation Rate under this Limited Warranty refers to the annual attenuation rate from the Warranty Start Date, and the Attenuation Rate of less than 1 year is calculated for the full year.

### 3.2.1 Monofacial of Back Sheet Products

➤ P-type PERC Monofacial of Back Sheet Products:

Ulica Solar warrants that the Attenuation Rate of the following types of Modules over a period of 25 years since the Warranty Start Date is: The first year of power loss will be within 2%, and the loss from the 2nd to the 25th year shall be within 0.55% annually. The power output of the last year is not less than 84.8%. Compare the minimum nominal power of the module specified on the module label with the maximum peak output power of the actual module measured under standard test conditions (STC).

➤ N-type TOPCon Monofacial of Back Sheet Products:

Ulica Solar warrants that the Attenuation Rate of the following types of Modules over a period of 30 years since the Warranty Start Date is: The first year of power loss will be within 1%, and the loss from the 2nd to the 30th year shall be within 0.4% annually. The power output of the last year is not less than 87.4%. Compare the minimum nominal power of the module specified on the module label with the maximum peak output power of the actual module measured under standard test conditions (STC).

### 3.2.2 Bifacial Dual Glass Products

➤ P-type PERC of Bifacial Dual Glass Products:

Ulica Solar warrants that the Attenuation Rate of the following types of Modules over a period of 30 years since the Warranty Start Date is: The first year of power loss will be within 2%, and the loss from the 2nd to the 30th year shall be within 0.45% annually. The power output of the last year is not less than 84.95%. Compare the minimum nominal power of the module specified on the module label with the maximum peak output power of the actual module measured under standard test conditions (STC).

➤ N-type TOPCon of Bifacial Dual Glass Products:

Ulica Solar warrants that the Attenuation Rate of the following types of Modules over a period of 30 years since the Warranty Start Date is: The first year of power loss will be within 1%, and the loss from the 2nd to the 30th year shall be within 0.4% annually. The power output of the last year is not less than 87.4%. Compare the minimum nominal power of the module specified on the module label with the maximum peak output power of the actual module measured under standard test conditions (STC).

## 4.Repair, Replacement or Refund

**4.1** If, during the term of the Limited Product Warranty or Limited Power Warranty, a Module incurs serious appearance defects or module power loss exceeding the guaranteed value, and (i) such defect is caused by reasons solely attributable to Ulica Solar as analyzed and determined by Ulica Solar or (ii) if reasonably required by the Buyer, is confirmed to be caused by reasons solely attributable to Ulica Solar by the reputable domestic or international third-party testing organization (which is selected by both the Buyer and Ulica Solar, serious appearance defects or module power loss exceeding the guaranteed value due to the modules of Ulica Solar, the cost will be borne by Ulica Solar, otherwise the cost will be borne by the buyer). Ulica Solar will, at its sole discretion, elect either of the following relief measures:

(1) Ulica Solar has the right to choose to refund the buyer based on the net value of the defective module or the current market module price. The net value of the defective module refers to deducting 16% of the depreciation fee in the first year based on the purchased module price, and deducting 3.5% of the depreciation fee annually thereafter. The depreciation fee is calculated from the warranty start date.

(2) Repair the defect modules or replacement them freely. Ulica Solar provides free replacement products to replace defective products or additional modules to compensate for the power difference between the actual test power and warranty power of defective products.

(3) Replace the defective modules or provide additional module(s) to make up for the output gap between the guaranteed output and the actual power output of the defective module(s), or

(4) Refund the residual value of the defective modules or refund the value equivalent of the output gap between the guaranteed power output and the actual power output of the defective module(s).

a. Residual value = current market price (price-per-watt) \* nominal power \* left-over service life/ guaranteed service life.

b. Value Equivalent of Output Gap = current market price (price-per-watt) \* (guaranteed power output-actual power output).

**4.2** The above remedies are the only and exclusive remedies provided by the limited warranty of Ulica Solar. Ulica Solar shall not be liable for any special losses, indirect losses, derivative losses, incidental losses (including production losses, power generation losses, profit losses, goodwill losses, business reputation losses or delays), regardless of whether the claim for losses is based on a contract, warranty, tort, or strict liability.

**4.3** If Ulica Solar chooses to take remedial measures of free repair or free replacement of defective modules, Ulica Solar shall bear the insurance, transportation (excluding air freight) and other related expenses incurred during the process of returning the defective modules to Ulica Solar and transporting the repaired or replaced modules to the buyer. With the written consent of Ulica Solar, the buyer may return the defective modules to Ulica Solar. If the buyer has advanced the above-mentioned expenses that should be borne by Ulica Solar, the buyer shall provide an invoice for the relevant expenses to Ulica Solar, and Ulica Solar shall compensate the buyer for the expenses; Ulica Solar does not accept any defective modules returned without Ulica Solar 's written agreement. If at the time of the claim, Ulica Solar has ceased production of modules of the same specification and model as the defective module, Ulica Solar may provide other types of modules that can meet the buyer's application requirements. All costs incurred during the dismantling or installation of modules shall be borne by the buyer. The cumulative liability for compensation shall not exceed the invoice value of the number of defective modules paid by the customer.

**4.4** If the residual value refund program is selected and implemented, the limited product warranty ends immediately. Unless instructed by Ulica Solar or required by law, the Buyer shall dispose of out-of-use module(s) in accordance with applicable regulations on electronic waste treatment and disposal at its own cost. If Ulica Solar decides or is required by law to retrieve these defective modules, the ownership of the relevant module(s) belong to Ulica Solar. In the event the Buyer returns the Solar Modules to the Ulica Solar without the prior written consent of Ulica Solar, the risks (including but not limited to damage or loss of the Solar Modules) and expenses related to the Solar Modules shall be borne by the Buyer, and Ulica Solar is entitled to refuse to deal with the related claims and demands without any liability therefrom. Unless with written authorization from Ulica Solar, any replaced module(s) shall not be resold, reworked or reused in any way.

**4.5** When Ulica Solar repairs or replaces defective modules, the period of warranty for Limited Product Warranty and Limited Power Warranty shall not be extended or renewed. The warranty period for repairing or replacing modules shall be the remaining warranty period of the modules originally purchased by the buyer.

**4.6** The buyer has the right to make claims under the warranty terms. If multiple claims are made for a single issue, Ulica Solar shall compensate for one claim in accordance with the

above provisions, which shall be deemed to have resolved all applicable claims arising from the issue.

## 5. Liability Exemptions and Limitations

This Limited Warranty shall not apply to any of the following Modules or circumstances:

- (1) The Buyer has not made the full amount of payment to Ulica Solar in accordance with the contract or purchase order entered into between Ulica Solar and the Buyer regarding the Module;
- (2) The quality class of the module is not Ulica Solar Grade A (e.g. Grade B, Grade C and scrapped module);
- (3) The Buyer fails to comply with all the requirements of the Ulica Solar Installation Manual;
- (4) The type, label or barcode of the Module has been altered, erased or unable to be recognized (except proven that such alterations or variations are caused by any act or omission of Ulica Solar);
- (5) Modules which have been installed near extreme heat or in extreme or volatile environmental conditions, causing the module(s) to corrode, oxidize, or to suffer from chemical materials in the environment. The installation location or working conditions of the Modules are not within the scope specified in the Ulica Solar installation manual and have not been agreed in writing by Ulica Solar, such as installed on mobile platforms, vehicles and ships, or in environments such as oceans and deserts etc;
- (6) The building where the Module is placed is defective;
- (7) The Module is damaged due to any of the following: intentional damage, unauthorized modification or connection, unauthorized commencement, repair with unauthorized spare parts, accidents, effects of chemical products, and other acts beyond the reasonable control of Ulica Solar;
- (8) Modules which have been subject to system voltage over the rated maximum system voltage or surges;
- (9) The use or parallel import of the Modules in a way that infringes intellectual property rights (such as patents rights of inventions, trademarks) of Ulica Solar or any third party;
- (10) The service technician servicing the Module is not a qualified person according to the relevant laws and regulations of the place of installation;
- (11) Other damages or non-use of the Modules caused by reasons not attributable to Ulica Solar.

## 6. Claim and Performance of Warranty

**6.1** When the Buyer makes any claim against Ulica Solar under this Limited Warranty ("Claim"), the Buyer shall first give written notice to Ulica Solar or its authorized distributor(s), together with the description of the claims, description of defective Modules, picture of the barcode and label, copy of the commercial invoice and the delivery date of the Module.

Ulica Solar customer service center: Ningbo Ulica Solar Co., Ltd.

Add: Block A1, No.238 Middle Yunlin Road, Wangchun Industrial Park, Haishu District,  
315177-Ningbo, CHINA

Tel: + 86-574-28828939

Fax: + 86-574-28828997

Email: sales@ulsolar.com.cn

Web: <http://www.ulicasolar.com>

**6.2** Any Claim shall be raised within 30 days (natural day) from the date on which the breach is found.



**6.3** In the event of a dispute over the technical facts of the Claim, the Buyer and Ulica Solar shall jointly confirm the selection of a reputable domestic or international third-party testing institution to make the ruling, which shall be final, decisive and binding, and may be enforced in any proceedings brought under this Limited Warranty. All costs and expenses incurred in the adjudication process shall be borne by the losing party, unless otherwise provided in the judgment. For the avoidance of doubt, Ulica Solar and the Buyer confirm and agree that the parties shall not apply this Article 6.3 in respect of the same matter if the relevant matter has already been decided by the third party under Article 4.

**6.4** If it is determined in accordance with Article 6.3 that the defect of the Ulica Solar Module falls within the scope of this Limited Warranty, then Ulica Solar will make the compensation in accordance with Article 4. If it is determined that the defects of the Ulica Solar Module are not covered by this Limited Warranty, Ulica Solar shall not be liable for any compensation, including but not limited to insurance, transportation, customs clearance and any other cost incurred in the return of defective Modules, and Ulica Solar shall not be obligated to repair, replace or refund Defective Module.

**6.5** The Buyer may contact the Ulica Solar Customer Service Center to inquire about the cost of the Module and related maintenance services in the event that (i) the Module is defective due to reasons other than Ulica Solar during the relevant warranty period as stipulated herein or (ii) the Module needs to be repaired or replaced after the expiry of the relevant warranty period.

## **7. Assignment of Rights**

This Limited Warranty applies to the Buyer and its lawful successors or assignees (and the Buyer shall provide proof to the reasonable satisfaction of Ulica Solar), in which Buyer shall satisfy the following conditions of assignment before assigning its rights under this Limited Warranty to any third party:

- (1) The Modules remains intact and unchanged at the initial installation site;
- (2) There are no remaining arrears or other payables of the Module based on the sales contract or purchase order entered between the Buyer and Ulica Solar;
- (3) The Buyer shall assign all (but not part) of its rights and obligations;
- (4) The proposed assignee agrees to be bound by all of the terms of this Limited Warranty;

If required by Ulica Solar the Buyer shall provide reasonable evidence to prove the corresponding succession or assignment of the ownership within 15 working days from the date of receipt of the Ulica Solar's notice, otherwise Ulica Solar shall be entitled to refuse to process the relevant claims raised by any successor or assignee of the Buyer without any liability, and the Buyer shall indemnify Ulica Solar for all losses incurred thereby.

Except as set out above, this Limited Warranty shall not be assigned. Any assignment that does not comply with this Article shall not be binding on Ulica Solar, and Ulica Solar shall be entitled to refuse to process the relevant claims raised by the assignee of the Buyer without any liability, and the Buyer shall indemnify Ulica Solar for all losses incurred thereby.

## **8. Severability**

If any part of this Limited Warranty is deemed to be invalid, void or unenforceable, or if the application of this Limited Warranty to certain person or under certain circumstances is deemed to be invalid, void or unenforceable, such shall not affect the validity of any other parts of the Limited Warranty. The unaffected part of this Limited Warranty or this Limited Warranty shall be deemed to be independent and valid.



## **9. Dispute**

Any disputes relating to this Limited Warranty (including but not limited to the disputes regarding the survival, validity, breach or termination of it) shall be resolved in accordance with the dispute settlement as stipulated under the contract entered between Ulica Solar and Buyer. Ulica Solar reserves the right of final interpretation of the Limited Warranty.

## **10. Force Majeure**

In the event of force majeure caused by Natural disasters, wars, riots, strikes, changes in public policies, terrorism, epidemics or other infectious diseases, fires, floods, lack of appropriate or sufficient labor, materials or production capacity, and any unforeseen events beyond the reasonable control of Ulica Solar, Ulica Solar shall not be liable in any way to Buyer or any third party for any failure or delay in the performance of its obligations under this Limited Warranty.