



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 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 90th calendar day after the delivery of Ulica Solar Modules to the Buyer.

3. Limited Warranty

3.1 Limited 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 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 degradation, 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 Warranty".

3.1.1 15 Years Limited 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 Modules will not occur defects in design, materials, process or manufacturing that will cause any non-operation.

Product	Type
N-type TOPCon Monofacial of Back Sheet Products	UL-475M-108CHVN

N-type TOPCon of Bifacial Dual Glass Products	UL-450M-108BDGN
	UL-455M-108BDGN
	UL-505M-120BDGN
	UL-440M-96DDGN
	UL-450M-96DDGN
	UL-460M-96DDGN
	UL-500M-108DDGN
	UL-510M-108DDGN
	UL-515M-108DDGN
	UL-520M-108DDGN
	UL-595M-144ADGN
	UL-620M-132DDGN
	UL-625M-132DDGN
	UL-630M-132DDGN
	UL-635M-132DDGN
	UL-710M-132DGN
	UL-720M-132DGN
	UL-725M-132DGN
	UL-730M-132DGN

3.2 Limited Power Warranty

The loss of Module output power is the comparison of the minimum 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 (conditions: Spectrum AM1.5, light intensity 1000W/m², temperature 25±2°C). Any power measurement mentioned herein shall be carried out in accordance with IEC 61215, with an allowable ±3% test uncertainty in the power measurement. The final power test value is recognized as being in compliance with the guaranteed power value if it meets within the deviation limits.

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

3.2.1 Monofacial of Back Sheet Products

➤ N-type TOPCon Monofacial of Back Sheet Products:

Ulica Solar warrants that the Degradation 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 (STC).

3.2.2 Bifacial Dual Glass Products

➤ N-type TOPCon of Bifacial Dual Glass Products:

Ulica Solar warrants that the Degradation 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 (STC).

4.Repair, Replacement or Refund

➤4.1 If, during the term of the Limited 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) Refund: Ulica Solar reserves the right, at its option, to refund to the Buyer the current market price, the Net Value of the defective Modules, the Residual Value of the defective Modules or refund the Value Equivalent of Output Gap between the guaranteed power output and the actual power output of the defective Modules;

a. Net value of defective Modules: 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;

b. Residual value = Current Market Price (price-per-watt) * Nominal Power Output * (Left-over Limited Power Warranty Period / Limited Power Warranty Period).

c. Value Equivalent of Output Gap = Current Market Price (price-per-watt) * (Guaranteed Power Output-Actual Power Output).

(2) Repair: Ulica Solar determines the maintenance plan and repairs the defective products;

(3) Replacement: 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.

➤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 delay losses), whether or not the claim for losses is based on 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 should 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 consent. 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 removal or installation of Modules shall be borne by the Buyer. The cumulative liability of Ulica Solar shall not exceed the invoice value of the number of defective Modules paid by the customer.

➤4.4 If the refund measure is selected and implemented, the Limited Warranty ends immediately.

➤4.5 Unless instructed by Ulica Solar or required by law, the Buyer should dispose of out-of-use Module(s) in accordance with applicable regulations on electronic waste treatment and disposal at its own cost. In the event that Ulica Solar decides or is required by law to retrieve these

defective Modules, the ownership of the relevant Module(s) will 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 has the right 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) cannot be resold, reworked or reused in any way.

➤4.6 When Ulica Solar repairs or replaces defective Modules, the period of warranty for Limited Warranty and Limited Power Warranty will not be extended or renewed. The warranty period for repairing or replacing Modules is the remaining warranty period of the Modules originally purchased by the Buyer.

➤4.7 The Buyer has the right to make claims under the warranty terms. If multiple claims are made for the same issue, Ulica Solar shall compensate for one claim in accordance with the above provisions, which will be deemed to have resolved all applicable claims arising from the issue.

5.Liability Exemptions and Limitations

This Limited Warranty does 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's Installation Manual of PV Modules, Unpacking and Storage Manual of PV Modules and PV Modules Operation and Maintenance Manual;
- (4) The type, label or barcode of the Module has been altered, erased or unable to be recognized (excluding those caused by Ulica Solar);
- (5) Modules which have been installed near 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 should 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, the delivery date of the Module and other supplementary information required by the Supplier.

➤6.2 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 the 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.

➤6.3 Any Claim must be raised within 30 days (natural day) from the date on which the breach is found.

➤6.4 In the event of a dispute over the technical facts of the Claim, the Buyer and Ulica Solar shall jointly select a reputable domestic or international third-party testing institution to make the ruling, which shall be final, decisive and binding, and can be enforced in any proceedings brought under this Limited Warranty. All costs incurred in the adjudication process will 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 cannot apply this Section 6.3 in respect of the same matter if the relevant matter has already been decided by the third party under Section 4.

➤6.5 If it is determined in accordance with Section 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 Section 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.

➤6.6 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 must 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;
- (5) If required by Ulica Solar the Buyer should 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.

Except as set out above, this Limited Warranty cannot be assigned. Any assignment that does not comply with this section cannot 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 will 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 the application to certain person or under certain circumstances is deemed to be invalid, void or unenforceable, such event will not affect the validity of any other parts of the Limited Warranty. The unaffected part of this Limited Warranty or this Limited Warranty is 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) will 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, 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. In such cases, Ulica Solar shall have the right to suspend the performance of this Limited Warranty and shall not be liable for any delays resulting therefrom.

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