



Limited Warranty for PV Modules

2010/01

1. Limited Product Warranty-FiveYear Repair, Replacement or Refund Remedy ingbo Ulica Solar Science and Technology Co., Ltd. (“Ulica”) warrants its Photovoltaic modules (“PV-modules”), including field replaceable DC connector cables assemblies, to be free from defects in materials and workmanship under normal, application, installation, use and service conditions. If the PV-modules fail to conform to this warranty, then for a period ending one hundred and twenty (120) months from date of sale to the original end-customer (“ the customer”). Ulica will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer (“Purchase price”). The repair, replacement of refund remedy shall be the sole and exclusive remedy provided under the limited Product Warranty and shall not extend beyond the one hundred and twenty (120) month period set forth herein. This limited Product Warranty does not warrant a specific power output. Which shall be exclusively covered under clause 2 hereinafter(Limited Peak Power Warranty).

2. Limited Peak Power Warranty—Limited Remedy

A: 10 years

If within ten(10) years from date of sale to the Customer any PV-module(s) exhibits a power output less than 90% of the minimum Peak Power at STC1 as specified at the date of delivery in Ulica’s Product Information Sheet, provided that such loss in power is determined by Ulica(at its sole and absolute discretion) to be due to defects in material or workmanship, Ulica will replace such loss in power by either providing to the customer additional PV-modules to make up such loss in power, or by repairing or replacing the defective PV module(s), or by refunding the Purchase Price taking into account a yearly depreciation of ten (10)% of the Purchase Price, at the option of Ulica.

B: 25 years

If, Within (a) the first ten(10) years from date of sale to the

Customer, any PV-module(s) exhibits a power output less than 90% of the minimum Peak Power at STC1 as specified at the date of delivery in Ulica’s product information Sheet, or (b), within a period of twenty-five(25) years from date of sale to the Customer any PV-module(s) exhibits a power output less than 80% of the minimum Peak Power at STC1 ,provided that such loss in power is determined by Ulica (at its sole and absolute discretion) to be due to defects in material or workmanship, Ulica will replace such loss in power by either providing to the Customer additional PV-modules to make up such loss in power, or by repairing or replacing the defective PV-module(s), or by refunding the Purchase Price taking into account a yearly depreciation of four(4)% of the Purchase Price, at the option of Ulica.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the limited Peak Power Warranty.

3. Exclusions and limitations

A: Warranty claims must in any event be filled within the applicable Warranty period.

B: The limited Warranties do not apply to any PV-modules which in Ulica’s absolute judgment have been subjected to:

- Misuse, abuse, neglect or accident;

-Alternation, improper installation or application;

- Non-observance of Ulica’s installation-users and maintenance instructions;

- Repair or modifications by someone other than an approed service technician of Ulica;

- Power failure surges, lighting, flood, fire, accidental breakage or other events outside Ulica’s control.

C:The limited Warranties do not cover any transportation costs for return of the PV-modules, or for reshipment of any repaired or replaced or replaced PV-modules, or cost



associated with installation, removal or reinstallation of the PV-modules.

D: Warranty claims will not be honored if the type or serial number of the PV-modules have been altered, removed or made illegible.

4. Limitation of Warranty Scope

THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES. INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ULICA, UNLESS SUCH OTHER WARRANTIES. OBLIGATIONS OR LIABILITES ARE EXPRESSLY AGREED TO IN WRITING SIGNED SHALL HAVE TO 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 PRODUCT, INCLUDING WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION, UNDER NO CIRCUMSTANCES SHALL ULICA BE LIABLE FOR INCIDENTAL, 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.

ULICA'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OF DISPUTE.

5. Obtaining Warranty Performance

If the customer feels a justified claim covered by this "Solar Limited Warranty For Modules", an immediately notification directly to Ulica shall be filed by mailing to Registered/Certified Letter in writing to the address of Ulica listed hereunder, or, sending an email letter to the email account of Ulica 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 invoice on which the MODULES have been purchased. The return of any PV-modules will nor accepted unless prior written authorization has been given by Ulica.

6. Severability

if a part, provision or clause of this "Limited Warranty for PV Module", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of "Limited Warranty for PV Module", and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

7. Disputes

In case of any discrepancy in a warranty-claim, a first-class international test institute such as TUV Rheinland in Cologne/Germany, PHOTON Laboratory /Germany shall be involved to judge the claim finally. All the fee and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be born by Ulica.

8. Various

The repair or replacement of the PV-modules or the supply of additional PV-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 PV-modules shall become the property of Ulica. Ulica has the right to deliver another type (different in size, color, shape and/or power) in case Ulica discontinued producing the PV-module in question at the time of the



claim.

9. Warranty Transfer

This warranty is transferable when the products remains installed in its original location at the warranty registration.

10. Force Majeure

Ulica shall not in any way be responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including " Limited Warranty for PV Module", due to acts God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control. In such cases, performance by Ulica in this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such cause.

Note:

1, "Peak Power" is the power in watt peak that a PV-module generates in its maximum power point. "STC" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W per m² and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Ulica valid at the date of manufacture of the PV-modules.

Ningbo Ulica Solar Science &Technology Co., Ltd.

Add:No.1, Shanshan Rd, Wangchun Industrial District, Ningbo

Tel: +86 57428828976 Fax:+86 57428828973

Email:sales@ulsolar.com.cn