Ningbo Ulica Solar Science&Technology Co., Ltd.

**Warranty Terms 2012**

**Limited Warranty for PV Modules**

Ulica Standard PV Module **MODULE** Model Name covered under this Warranty are:

UL-XXXD-72, XXX=155,160,165,170,175,180,185,190,195,200;

UL-XXXD-84, XXX=205,210,215,220,225,230,235,240;

UL-XXXD-96, XXX=235,240,245,250,255,260,265,270;

UL-XXXM-48, XXX=170,175,180,185,190,195,200;

UL-XXXM-54, XXX=190,195,200,205,210,215,220,225;


UL-XXXM-72, XXX=250,255,260,265,270,275,280,285,290,295,300;

UL-XXXP-48, XXX=160,165,170,175,180,185,190,195,200,205,210;

UL-XXXP-54, XXX=180,185,190,195,200,205,210,215,220,225,230,235


UL-XXXP-72, XXX=240,245,250,255,260,265,270,275,280,285,290,295,300,305,310,315;

For the standard solar module types listed above, Ningbo Ulica Solar Science&Technology Co., Ltd. (Ulica Solar) shall WARRANTY its Photovoltaic Solar Modules (**MODULES**)’s performance (i) starting from the date of sale (**SALES DATE**) to the first customer installing (for their own use) the **MODULES** (**CUSTOMER**) or (ii) starting at the latest 12 months after **MODULES** dispatch from Ulica Solar factory, whichever occurs earlier (**WARRANTY START DATE**).

1. **Limited Product Warranty-Ten Year Repair, Replacement or Refund Remedy**

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 One Hundred Twenty (120) months from **WARRANTY START DATE**, Ulica Solar will, 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 “Limited Product Warranty” and shall not extend beyond the 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 25 year Linear 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 Polycrystalline Products: 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the warranty start date.
- For the Monocrystalline Products: 3.5% in the first year, thereafter 0.68% per year, ending with 80.18% in the 25th year after warranty start date.

The remedies set forth in this clause 2 shall be the sole and exclusive remedies provided under the “Limited 25 year linear warranty”.

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3. Exclusions and Limitations

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

B: The “Limited MODULE Warranties” and the “Limited Peak Power Warranties” do not apply to any MODULES which in Ulica Solar’s absolute judgment have been subjected to:

- Modification, customer repair, misuse, abuse, neglect or accident;
- Alternation, improper installation or application;
- Non-observance of Ulica Solar’s installation-users and maintenance instructions;
- 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, nameplate or module serial number is changed, erased or made illegible (other than by any action or omission of Ulica Solar Solar);
- The MODULE’s installation in a mobile device (except photovoltaic tracking system) or marine environment;
- 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 beyond Ulica Solar Solar’s reasonal control (including damage by fire, flood, etc.)

C: Both the “Limited Product Warranties” and the “Limited Peak Power Warranties” do not cover any cost associated with installation, removal, or re-installation of MODULES and (except as explicitly set forth in the final paragraph of Section 5) customs clearance and any other cost for return of the MODULES.

4. Limitation of 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 merchantability 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, without limitation, any defects in the MODULES, 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, for the single unit of MODULE.

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 Solar shall be filed by mailing a registered letter in writing to the address of Ulica Solar Solar listed hereunder, or, sending an email letter to the email account of Ulica Solar 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. A invoice with clear indication of the purchase date, purchase price, module type, stamp or signature of Ulica Solar 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 Solar. In connection with the “Limited Product Warranty” and “Limited Peak Power Warranty”, Ulica Solar shall reimburse CUSTOMER for reasonable, customary and documented transportation charges by sea freight for both the return of the MODULES and reshipment of any repaired or replaced MODULES, only if this cost is authorized by Ulica Solar.

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 or ASU Arizona State University shall be involved to judge the claim finally. All the fee and expenses shall be born by the losing party, unless otherwise awarded.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU.

The following statement applies to customers that are “customers” within the meaning of the Australian Consumer 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 reasonably
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.”

8. 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.

9. Warranty Transfer
This “Limited Warranty for PV Modules” is transferable when the MODULEs remains installed in its original installation location.

10. 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 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.

11. Validation
This “Limited Warranty of PV Modules” is valid for all certified MODULES dispatched from Ulica Solar’s factory between Jan. 1st, 2012 to Dec. 31st, 2012.

This “Limited Warranty for PV Modules” will become null and void if the MODULE is transferred from the original continent of destination(e.g. North America, Europe, Asia, Australia, Africa or South America) without written permission from Ulica Solar. All customers, direct and indirect, are hereby notified of such potential nullification.

“Nominal Power in Datasheet” 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 m² and (c) a cell temperature of 25 degree Centigrade. The measurements are carried out in accordance with IEC61215 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.