



## Warranty Terms 2011

### Limited Warranty for PV Modules

ULICA Standard PV Module Product Model Name covered under this warranty are:

XXX(34)D UL800, XXX=155,160,165,170,175,180,185,190,195,200;

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-60, XXX=210,215,220,225,230,235,240,245,250;

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;

UL-XXXP-54, XXX=180,185,190,195,200,205,210;

UL-XXXP-60, XXX=200,205,210,215,220,225,230,235,240;

UL-XXXP-72, XXX=240,245,250,255,260,265,270,275,280,285;

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

**Ningbo Ulica Solar Science and Technology Co., Ltd.** (“ULICA”) warrants its Photovoltaic Solar Modules (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 date of shipment, ULICA will, at its option, either repair or replace the product, 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 Peak Power Warranty—Limited Remedy

##### A: 12 years

If, for a period of twelve (12) years from date of shipment, any MODULE(s) exhibits a power output less than 90% of the nominal output as set out in ULICA’s product datasheet, 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, at its sole option, either (1) replace such loss in power by either, at ULICA’s sole option, (a) providing additional MODULE(s) to the CUSTOMER to make up such loss in power or (b) replacing the defective MODULE(s), or (2) refund the percentage of the cost of MODULE(as measured by the then current market price of MODULE) to the CUSTOMER representing the percentage of the power output less than 90% of the nominal power as set out as specified in ULICA’s product datasheet.

##### B: 25 years

If, for a period of twenty-five (25) years from date of shipment, any MODULE(s) exhibits a power output less than 80% of the nominal output as set out in ULICA’s product datasheet, 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, at its sole option, either (1) replace such loss in power by either, at ULICA’s



sole option, (a) providing additional MODULE(s) to the CUSTOMER to make up such loss in power or (b) replacing the defective MODULE(s), or (2) refund the percentage of the cost of MODULE(as measured by the then current market price of MODULE) to the CUSTOMER representing the percentage of the power output less than 80% of the nominal power as set out as specified in ULICA's product datasheet.

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 Product Warranties" and the "Limited Peak Power Warranties" do not apply to any 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 approved service technician of ULICA;
- Power failure surges, lighting, flood, fire, accidental breakage or other events outside ULICA's control.

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 transportation costs, customs clearance and any other cost for return of the MODULES.

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

### **4. Limitation of Warranty Scope**

THE LIMITED WARRANTIES FOR PV-MODULES 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 LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED BY ULICA AND ULICA 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 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 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 shall be filed by mailing a Registered 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 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 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 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 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. ULICA has the right to deliver another type (different in size, color, shape and /or power) in case ULICA discontinued producing the MODULES in question at the time of the claim.

## **9. Warranty Transfer**

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

## **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, warlike conditions, plague or other epidemics, fire, flood, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond the reasonable control of such ULICA. 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.

## **11. Validation**

This "Limited Warranty of PV Modules" is valid for all certified MODULES dispatched from ULICA's factory between Jan. 1<sup>st</sup>,2011 to Dec. 31<sup>st</sup>, 2011.

Note:



1, "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 m<sup>2</sup> 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 MODULES.

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