

# SOLAR PHOTOVOLTAIC MODULES LIMITED WARRANTY

MODULE NAME: NOVA-72HD 540-555M

## 1. LIMITED WARRANTY

Unimacts Global, LLC (hereinafter referred to as Unimacts) provides a Limited Warranty to Unimacts module Customers (buyers as agreed in the module product sales contract), unless otherwise agreed to by both parties in writing. This warranty begins

- (i) the date of delivery of the Module or
- (ii) 180 days following the manufacturing date of the Module.

The Limited Warranty terms of this warranty are as follows :

### 1.1 Product Limited Warranty-Limited Compensation:

Subject to the Exclusions and Limitations in Clause 2 herein, Unimacts warrants that:

1. Unimacts guarantees that its modules will be installed, used, and operated in accordance with the Unimacts installation manual. Unimacts will not have any design, material, or process defects that affect the installation and use of the modules for 12 years from the date of delivery of the products to the Customer (hereinafter referred to as the warranty start date). The defects mentioned do not cover alterations in the product's appearance post-installation or regular wear and tear. This "Limited Product Warranty" does not ensure the module's power output. The power output guarantee is detailed in the "Limited Power Warranty" section below.

1. If Unimacts finds that the defect is due to issues with Unimacts' materials or workmanship following any Customer complaint regarding warranty non-compliance under the Limited Product Warranty, or at the Customer's request, Unimacts and the Customer can mutually select a third-party testing institution. If, after testing confirms that Unimacts is at fault for the Customer's complaint, Unimacts reserves the right to choose one of the following options to compensate the Customer:

1. **Maintenance:** The supplier can develop and execute a maintenance plan to repair the defective products.

2. **Replacement:** The supplier can provide free products to replace defective products or provide other parts for replacement.

3. **Compensation:** The supplier can repay the residual value of the defective product or the value difference corresponding to the power difference between the actual output power of the defective product and the guaranteed power by means of compensation following this formula:

- a. Residual value = market price of the product at the time of claim determination (single watt price) \* Nominal output power \* (remaining limited power warranty period/limited power warranty period).
- b. Value difference = market price of the product at the time of claim determination (single watt price) \* (theoretical minimum remaining guaranteed output power - actual output power).

It should be clarified that "material or process defects" will be determined by referring to the defect evaluation criteria specified in IEC61215 and IEC61750. All materials are exposed to different environmental conditions, and the degree of natural aging and appearance of different parts of the module during the warranty period may vary. For modules with material and/or process defects, the Product Limited Warranty set forth in this Section shall be Unimacts' sole means of compensating Customers for its product defects during the Product Limited Warranty period, and claims beyond the Product Limited Warranty period shall be void. Unless otherwise agreed upon in the assignment of warranty interest in Section 6 of this Warranty, Unimacts provides its Customers with a Limited Warranty on the products.

### 1.2: Power Limited Warranty-Limited Compensation:

Subject to the Exclusions and Limitations in Clause 2 herein, Unimacts warrants that:

- Compensation: If a module is found defective in material or workmanship, Unimacts will, at its sole discretion, repair or replace the defective products, or reimburse the Customer an amount equal to the value of the replaced materials or the left value of the defective products at a fair market price.
- P-type single-glass modules (NOVA) shall, within one year from the warranty date, output power under standard test conditions (Standard Test Conditions: AM1.5, light irradiation intensity 1000 W/m<sup>2</sup>, battery temperature 25°C) shall not be less than 98% of the rated peak power of STC indicated in its product specification or product nameplate. For the next 2 to 25 years, the modules output power under standard test conditions will decrease by no more than 0.55% per year compared with the STC rated peak power stated in the product specification or product nameplate. Thus, modules shall have power output value not less than 84.8% of the STC rated peak power stated in its product specification or product nameplate under standard test conditions within 25 years from the warranty start date.
- P-type dual-glass modules (NOVA) shall, within one year from the warranty date, output power under standard test conditions (STC: AM1.5, light irradiation intensity 1000 W/m<sup>2</sup>, battery temperature 25°C) not less than 98% of the rated peak power of STC indicated in its product specification or product nameplate; For the next 2 to 30 years, the modules output power under standard test conditions will decrease by no more than 0.45% per year compared with the STC rated peak power stated in the product specification or product nameplate. Therefore, modules' power output value under standard test conditions shall not be less than 84.95% of the rated peak power of STC indicated in its product specification or product nameplate within 30 years from the warranty start date.

The Limited Power Warranty applies only to positive generation.

If Unimacts' factory test equipment or an agreed third-party test facility confirms that the module surpasses the guaranteed power values mentioned above, and if Unimacts (at its sole discretion) identifies material or process-related factors as the cause, the Customer is entitled to file a claim for the module under this Limited Warranty. If the warranty claim is approved, Unimacts will provide Customer relief following the methods outlined in section 1.1 above.

**Caution:** Any power measurement mentioned herein shall be carried out in accordance with IEC60904 and subjected to - a power measurement uncertainty of  $\pm 3\%$ .

## 2. WARRANTY EXCLUSIONS AND LIMITATIONS

1. All warranty claims must be filed in accordance with the instructions outlined in Clause 3 of this Limited Warranty for PV Modules, within the applicable warranty period. The Limited Warranty for PV Modules does not apply to any modules which have been subjected to:

- Module misuse, abuse, negligence, intentional destruction, accidents, or product damage;
- Alteration, disassembly, reinstallation, and/or improper installation or application of any part of the module;
- Customer or end user does not comply with the relevant provisions of Unimacts product installation manual resulting in improper installation, use and maintenance;
- Repair or modifications by persons that have not been previously authorized or approved by Unimacts;
- Faults caused by peripheral devices of the module, or defects in building components where the module is installed;
- Use under abnormal conditions or in environments that exceed the range of operating conditions specified in the product specifications and installation manuals (such as high temperature and high humidity areas);
- The module is installed on mobile equipment (other than photovoltaic tracking systems with the express consent of the Seller) such as vehicles, ships, etc., or offshore facilities (other than surface flotation systems and complementary fishing and light pile project systems with the prior written consent of the Supplier);
- Module use is not related to solar power generation;
- The module is pressurized to exceed the maximum system voltage or surge;
- Connection with any other manufacturer's PV modules, or Unimacts modules that are a different model or have different power output specifications without Unimacts' approval in advance;
- Defects occurring during transportation or storage in violation of usual transportation or storage rules or such specified by Unimacts after the module • have been delivered to the Customer; Power failure surges, flood, fire, accidental breakage or other events caused by force of nature, force majeure, or other unforeseeable circumstances outside the range of influence of Unimacts;
- The payment under the order or sales contract related to module products has not been settled;
- If the model or serial number of the module has been changed, moved, or is illegible, the warranty claim will not be supported;
- Customers or end-users use the product in a way that infringes upon Unimacts or any third-party intellectual property rights (including but not limited to patents, trademarks, etc.);

Natural minor scratches, stains, mechanical wear, rust, degradation, discoloration, or other appearance changes that do not affect power output or mechanical structural strength after Unimacts shipment are not limited to the following appearance changes during the warranty period including:

1. Insignificant discoloration of laminate;
2. Insignificant loss of glass transparency;
3. Insignificant increase of surface roughness;
4. Insignificant frame damage due to environmental stress;
5. Insignificant damage of junction box due to environmental stress or indication of corrosion;
6. Insignificant damage of connectors and cables due to environmental stress or indication of corrosion;
7. Insignificant damage of frame fixation due to environmental stress.

2. Unimacts will bear reasonable transportation costs under the following situations:

- a. Customer transports the defective products to Unimacts with prior written approval from Unimacts.
- b. Unimacts transports the additional, repaired or replacement products to the Customer.

Unless otherwise agreed by both parties, repaired defective module products or replaced new module products shall be transported by Unimacts in accordance with the same trade method and destination as the original module product sales contract related to the claimed module product, including insurance, freight, customs clearance fees, and other reasonable expenses undertaken according to the original trade agreement. Customers shall contact Unimacts in advance and provide relevant service provider invoices for compensation. The reasonable shipping cost should not exceed the shipping cost that Unimacts has agreed to bear in writing in advance. If it exceeds this limit, the Customer shall bear the additional cost themselves.

If Unimacts opts to repair the products itself, the Customer shall cooperate and aid Unimacts in reasonable and practical logistics planning. However, should the repair be made by the Customer or the third party entrusted by the Customer with approval of Unimacts, the directly related costs and expenses on material and manpower shall be borne by Unimacts.

4. The following costs and expenses shall be borne by the Customer no matter whether Unimacts chooses to repair the defective products (including repair made by Customer or third party entrusted by Customer), to replace the defective products, or to reimburse the Customer::
- All costs and other related expenses incurred in the removal, repackaging, installation or reinstallation of the product, including but not limited to costs incurred for the disposal of solid waste, electronic waste or compliance with environmental regulations.
  - Increased product compliance fees due to changes in laws, regulations or industry standards after the product is sold

### 3. OBTAINING WARRANTY PERFORMANCE

- To start the claim process, customers should email the following details directly to the official Unimacts claims department at [claims@unimacts.com](mailto:claims@unimacts.com):
  - Registered email, (b) Company Name, (c ) Registered office address.
- Warranty claims must include:
  - the model number of the module,
  - the serial number of the defective component (both of which can be found on the module label),
  - the date, location and address of installation,
  - a precise description of the defect found,
  - if applicable, any information that can be analyzed for the defect: Such as defect photos, system circuit diagrams and any system data monitoring records,
  - related invoices,
  - copies of the purchase contract,
  - a statement that "We hereby accept the laws and regulations, professional appraisers and arbitration as set out in Clause 7 of this Limited Warranty.
- In addition, the Customer is required to provide proof of the date the module was sold. Claims that do not comply with Clause C will not be supported.
  - If the Customer believes that Unimacts has not met the Limited Warranty, the Customer shall submit a written claim statement to Unimacts or its distributors in accordance with Clause A within 30 days from the date of becoming aware of such situation.
  - If the Customer fails to notify Unimacts or its distributors as required and provide relevant information, Unimacts has the right to refuse to process the relevant claim and shall not be held responsible.
- Unimacts is entitled to supply another type of module to replace the claimed one if it is no longer in production when the warranty claim is received.
- The repair, replacement, or additional delivery of a module neither renews nor extends the period of the warranty.
- For defective products, unless Unimacts agrees or retrieves them in accordance with the law, Customers shall dispose of them at their own expense in accordance with local applicable electronic waste disposal regulations.
- Unless Unimacts agrees in writing, Customers shall not sell, rework, process, research and development, or reuse replaced products in any form.
- Unimacts has the right to decide on its own whether to send representatives to investigate and verify the installation site of the claimed module products, and any expenses incurred as a result shall be borne by Unimacts. If Unimacts decides to send representatives to the product installation site for verification, the Customer should actively cooperate. If the Customer refuses Unimacts to enter the site for verification without reasonable reasons, Unimacts has the right to delay or refuse the warranty claim at its own discretion.

### 4. LIMITATION OF LIABILITY CLAUSE

Unless Unimacts has provided written agreement, signed, and endorsed additional obligations and liabilities, this Limited Warranty's terms explicitly override and exclude all other warranties, whether expressed or implied. These include warranties of merchantability, fitness for a specific purpose, use, or application and other obligations or liabilities of Unimacts. Customer acknowledges and agrees that to the maximum extent allowed by law, Unimacts will not be held responsible for personal injury, property damage, or any other losses or injuries connected to the module. This includes, but is not limited to, any module defects, or issues arising from its installation or usage. Unimacts shall not be liable for incidental, derivative or special damages arising from any cause. Unimacts is not liable for indirect losses resulting from product unavailability, such as loss of profits, production, power generation, business opportunities, goodwill, increased operating costs, or revenue loss. If Unimacts is liable to Customer, the total amount of its accumulated compensation shall not exceed the price already paid by Customer and received by Unimacts for the corresponding module invoice.

### 5. SEVERABILITY

If any part, provision or term of this Limited Warranty, or any application for any person or circumstance, is invalid or unenforceable, this will not affect or nullify any other part, provision or term of this Limited Warranty. In such case, the applicability of the other parts or terms of this Warranty shall be deemed to be independent and valid.

### 6. TRANSFER OF WARRANTY RIGHTS

The Customer may, upon written notice to the supplier, transfer the rights under this Limited Warranty to the subsequent new owner, provided that:

- The module product remains intact and unchanged at the initial installation site;
- Module Product sales contract has no remaining arrears or other payables (such as liquidated damages);
- The transfer shall be made as a whole and not in part;
- The assignee agrees to be bound by all the terms of this Limited Warranty.

Unimacts requires the Customer to provide reasonable evidence of the appropriate succession or transfer of title within 15 business days from the date of receipt of the notice from Unimacts, otherwise Unimacts reserves the right to refuse to process the relevant claim demand without any liability.

Except as set out above, this Limited Warranty is not assignable, and any assignment not in accordance with this section shall not be binding on Unimacts, and Unimacts shall have the right to refuse to process such claims without liability.

## 7. DISPUTE RESOLUTION

If an issue arises, the complaint must be filed within 6 months to be accepted. Any complaints or claims made when a problem has been occurring for more than 6 months, will be rejected.

In connection with any warranty claim, Unimacts reserves the right to appoint a mutually recognized industry authority to conduct an adjudication including, but not limited to:

1. The Fraunhofer Institute in Freiburg, Germany or Cologne,
2. TUV Rheinland,
3. TUV Nord,
4. TUV Sud,
5. Intertek,
6. CSA,
7. Other IECEE accredited testing laboratories (CBTL).

Relevant expenses (including transportation costs, insurance costs, testing costs, etc.) incurred by the third-party testing institution shall be borne by the responsible party. In the event that Unimacts or the Customer refuses to accept the conclusions of the third party testing agency, the dispute shall be resolved in accordance with the dispute settlement method agreed to by Unimacts and the Customer as set out in the pre-signed sales contract. Unimacts reserves the right of final interpretation of the Limited Warranty.

## 8. FORCE MAJEURE

Force majeure refers to unforeseeable, unavoidable and insurmountable objective circumstances, including but not limited to fire, flood, snowstorm, hurricane, earthquake, lightning and other natural disasters; War, riot, strike, epidemic, quarantine, traffic control and other social events; Or due to lack of appropriate or sufficient labor, shortage of raw materials or inadequacies in production capacity, technology or output; Or the delay caused by the delay of non-municipal supporting approval by the construction party and other reasons other than Party A; Or delays caused by national laws, regulations, administrative rules or orders, and any unforeseen events beyond the control of Unimacts.

Due to the occurrence or continuation of force majeure, Unimacts may be unable or delayed in fulfilling its obligations under this Limited Warranty. In this case, Unimacts shall not be liable to the Customer or any third party. However, Unimacts shall promptly notify the Customer of the occurrence of force majeure and negotiate with the Customer to take necessary measures to minimize the impact caused by force majeure.

## 9. OTHER

Unless otherwise agreed, this warranty only applies to Unimacts products produced or sold after the release date, and has no traceability to Unimacts products produced or sold before the release date.

Unimacts and the Customer agree that both parties acknowledge that they have fully reviewed and understood all terms of this warranty, that Unimacts has fully informed the Customer of the meaning of all terms and the legal effect of the Terms, and that the Customer has fully obtained a satisfactory explanation of the relevant matters and terms. Neither this warranty nor any of the Terms shall in any case be deemed to be the standard form terms of either party.

Unless otherwise agreed, this warranty shall not have any legal effect until it is signed by Unimacts alone or in the form of a contract or an attachment to the order and signed together with the main contract.