



2023

NUUKO POWER

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**PRODUCT
WARRANTY**

PV-MODULES

LIVE UP TO GOOD SUNSHINE

Limited Warranty

Nuuko Power Co.,Ltd (“Nuuko Power”) provides the following Limited Product Warranty and Limited Power Warranty (collectively, the “Limited Warranty”) with respect to its photovoltaic module products (“PV Modules” or “Modules”), subject to the conditions, exclusions and limitations set forth below.

1 LIMITED PRODUCT WARRANTY(12 YEARS)

Nuuko Power warrants to the purchaser (the “Customer”) that PV Modules shall be free from defects in materials and workmanship under normal application, use and service conditions during a period of twelve (12) years, beginning on the earlier of: i) the date such Modules were purchased; or ii) one (1) year anniversary from the production date (the “Warranty Start Date”). If a PV Module fails to conform to this Limited Product Warranty during this twelve year period, Nuuko Power will, at its reasonable option, either (a) repair or replace the defective PV Module or parts without any charges, or (b) refund to the Customer at the current comparable market price of such Module, at the Customer’s claim. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under the Limited Power Warranty below.

2 LIMITED POWER WARRANTY

A. Limited 25-Year linear Power Warranty:

Nuuko Power further warrants that if, within twenty-five (25) years after the Warranty Start Date, the degradation of the power output in the first year shall not exceed 2.50% of the minimum labeled power output, which was originally stipulated on the label of PV Modules; the degradation in every subsequent year shall not exceed 0.60% of the minimum labeled power output. If the power output decline, which was beyond the anticipated natural decline (as set forth in the scheduled Power Output identified in Section C) was due to defects in materials or workmanship under normal application, use and service conditions, Luuko Power will remedy such decline in power, at its reasonable option, either (a) repair or replace the defective PV Module or parts without any charges , (b) provide the Customer with additional PV Module(s) to make up for such decline of power output so that the total power out, which was amounted up by the original one(s) and additional one(s) can equal or exceed the value in Power Output Schedule, provided, it is feasible for the Customer to install such additional PV Module(s), or (c) refund the difference between the actual power output of the PV Module and the value in Power Output Schedule, based on the comparable current market price at the Customer’s claim.

B.For purposes of determining PV Module power output, measurements shall be based on, or normalized to, standard test conditions of 1000W/m² irradiance, 25°C cell temperature, and AM 1.5 light spectrum. Measurements shall be made in accordance with IEC 60904, and shall account for measurement system error in accordance with EN

50380. Moreover, using the similar calibration module as the type used by Nuuko Power to calibrate the sun simulator possible, and conducting the power output test in well-known third party lab possible as well.

In the meanwhile, recording the Electroluminescence cell debris detection image before the transportation and testing of the sample. The selection of the sample and third party lab shall be determined by both parties to avoid any possible disputes afterwards.

C. Power Output Schedule

Period in Years from Warranty Start Date	Minimum Power Output at the end of each year	Period in Years from Warranty Start Date	Minimum Power Output at the end of each year
0	100%	13	90.3%
1	97.5%	14	89.7%
2	96.9%	15	89.1%
3	96.3%	16	88.5%
4	95.7%	17	87.9%
5	95.1%	18	87.3%
6	94.5%	19	86.7%
7	93.9%	20	86.1%
8	93.0%	21	85.5%
9	92.7%	22	84.9%
10	92.1%	23	84.3%
11	91.5%	24	83.7%
12	90.9%	25	83.1%

3 GENERAL CONDITIONS , EXCLUSIONS AND LIMITATIONS

A. In no event shall the warranty period of any implied warranties be beyond the applicable warranty period identified in sections 1 or 2, above. Some countries, states or jurisdictions may not recognize limitations on warranty periods, so the above limitation may not apply to you. This warranty gives you specific legal rights as a Customer, and it will not prevent you from having additional rights based on laws, which may vary from jurisdiction to jurisdiction. Neither seller of the PV Modules nor any other person is authorized to make any warranties other than those set forth herein, or to extend the warranty periods set forth above, on behalf of Nuuko Power.

B. Claims under the Limited Warranty must be filed within the applicable warranty period for the Limited Warranty to be valid. The sales receipt from the first Customer purchase, or other reasonable documentary proof, is required in order to establish the Warranty Start Date.

C. The Limited Warranty is offered only to the original Customer and any person to whom the title(s) of the Module(s) was transferred, provided that the PV Modules remain installed at the site where they were originally installed, (each, a "Claimant").

D. The beneficiary of the Limited Warranty is the owner of the module(s), which could be either the first-hand purchaser, which means the original customer, or the final owner after transfers. It is to say that the Limited Warranty concerns directly with the PV Module(s), which can be transferred and then automatically gained without connection

with the ownership of the power station where the modules are installed or the transfer of the modules. The Limited Warranty shall not revoke any indirect product liability and other cooperating obligations during the sub purchasing process.

E. THE LIMITED WARRANTY SHALL NOT APPLY TO THE FOLLOWING SCENARIOS:

- a) The payment has not been fulfilled without acceptable reason according to contract or after communication before the application of the Limited Warranty services.
- b) The Module(s) has been alternated, repaired or modified without the expressed, prior written consent of Luuko Power
- c) The Module(s) has been relocated at a new site, other than the original installation site.
- d) Non-compliance with the Nuuko Power's Installation and User Manual.
- e) Misuse, abuse, neglect, or accident in storage, transportation, handling, installation, application, use or service.
- f) Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, module discoloration, or other events reasonably beyond Nuuko Power's control.
- g) Installation on mobile platforms or in a marine environment; direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components and other operating conditions, which are not expressly allowed in the Installation and User Manual.
- h) Alteration, removal or obliteration of the original PV Module label

In addition, the Limited Warranty does not cover cosmetic blemishes associated with installation, or the normal wear and tear of PV Modules.

F. The Limited Warranty does not cover PV Module installation and removal of defective PV Modules, or re-installation of the repaired, replaced or additional PV Modules, as well as the costs of any of the foregoing; and do not cover any other costs, lost profits or lost revenues associated with the performance or non-performance of defective PV Modules; provided, however, that for the accepted warranty claims, Nuuko Power shall be responsible for reasonable costs associated with transporting defective, repaired, replacement or additional PV Modules from and back to Claimant.

4 OBTAINING WARRANTY SERVICE

To obtain warranty service, the Customer or other Claimants should promptly contact the seller from which they purchased the PV Modules, who will then provide instructions and forms for filing the claim. If such seller no longer exists or cannot be reached, the Customer or other Claimant may contact Luuko Power directly as indicated through our website, www.nuukopower.com. Nuuko Power will not accept the return of alleged defective PV Modules as well as payable by Nuuko Power generally (e.g. replacement agreement or email commitment from Nuuko Power). Unless otherwise indicated, PV Modules that have been authorized for return by Nuuko Power shall be shipped to a local Customer Service Center as designated by Nuuko Power. Under the condition Nuuko Power picks up the replaced modules itself, the Customer shall properly pack and store the modules to be replaced. In the event that a claim is rejected by Nuuko Power, the Claimant is entitled to challenge the results by appealing to an accredited testing laboratory. If there is any special agreement between Nuuko Power and the Customer, the Customer shall explicitly inform Nuuko Power and submit such agreement or evidence before applying the Limited Warranty Service.

5 EXCLUSIVE REMEDIES ; LIMITATION OF LIABILITY

The Limited Product and Limited Power Warranties set forth herein shall be the sole and exclusive warranties granted by Nuuko Power, and shall be the sole and exclusive remedies available to the Customer or other Claimant for any

breach of warranty, express or implied. Provision of remedies, in the manner and for the periods described herein, shall constitute all the liabilities and responsibilities of Nuuko Power to the Customer and each other Claimant with respect to the PV Modules. In no event will Nuuko Power be liable for any consequential, incidental, special or punitive damages arising from or out of the PV Modules or their installation, use, performance or non-performance, or any defect or breach of warranty, whether based on contract, warranty, negligence, strict liability, or any other theory. Damages for loss of use, loss of profits, loss of revenues and loss of production are specifically disclaimed. Some States or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Under no circumstances shall Nuuko Power's liability for nonconforming PV Modules exceed the purchase price paid by the customer for the particular PV modules involved, plus reasonable transportation costs.

6 VALIDITY

This Limited Warranty applies to all PV Modules as well as

NKPxxx-60M2, NKPxxx-72M2, NKMxxx-60M2, NKMxxx-72M2, NKMxxx-120M6, NKMxxx-144M6, NKMxxx-108M10, NKMxxx-120M10, NKMxxx-144M10, NKMxxx-156M10, NKMxxx-110M12, NKMxxx-120M12, NKMxxx-132M12, NKMxxx-150M12 modules series dispatched from Nuuko Power after March 15th, 2021.

This Limited Warranty applies only to certified products of Nuuko Power, which are duly labeled with "Nuuko Power" brand. It should not be considered as a warranty to the power station, or any kind of commercial insurance. All the certified products from Nuuko Power shall be labeled with the "Nuuko Power" logo, and its Electroluminescence image is stored in Nuuko Power, the sole flash test data of each Module is provided to Customer as requested, which should be kept by the Customers confidentially and properly for authenticity verification purpose.

7 MISCELLANEOUS

If any part or provision of this Nuuko Power PV Module Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect any other parts, provisions or applications of this Nuuko Power PV Module Limited Warranty, which shall remain in full force.

[END OF LIMITED WARRANTY]

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