

## INSURANCE INFORMATION

Please be advised that the Photovoltaic Modules that You purchased during the period of 01.01.2021–31.12.2021 are insured under an insurance policy (“**Policy**”) <sup>1</sup> purchased by Wuxi Suntech Power Co., Ltd. (“**Suntech**”) from China Pacific Property Insurance Co., Ltd. (Shanghai Branch) (“**CPIC (Shanghai)**”), and reinsured by Munich Reinsurance Company (“**Munich Re**”). You are a beneficiary of the Policy, and are not a party to the Policy.

**THIS IS NOT A LEGAL DOCUMENT**, and does not contain all of the terms and conditions of the Policy. This document is solely intended to provide You an overview of the recovery available to You if Suntech becomes Insolvent and is unable to comply with the Limited Warranty for PV Modules (“**Warranty**”). Therefore, we would like to provide You with certain relevant information contained in the Policy as follows:

### **COVERAGE:**

1. In case the Actual Module Performance is below the warranted percentages of nominal power output contained in the Warranty (defined as “**Breach**”) due to Faulty Manufacturing and/or Material Defect and/or Material Aging, the Insurer will pay a Loss under the Policy directly to You in the event that Suntech is Insolvent and subject to other terms and conditions as set forth within the Policy.<sup>2</sup>
2. In case the Photovoltaic Modules are defective due to the reasons set forth in the Warranty (also considered a **Breach** under the Policy), the Insurer will pay a Loss under the Policy directly to You in the event that Suntech is Insolvent and subject to other terms and conditions as set forth within the Policy.

A Breach 1) occurring several times within a period of more than one year, or 2) arising out of different Insured Sales Contracts, or 3) not resulting from the same Unique Failure Patterns shall be considered as multiple Breaches under this Policy.

### **LIMIT OF COMPENSATION**

8% of the Sales Price of all Photovoltaic Modules in Your Insured Sales Contract.

### **PRE-CONDITIONS**

It shall be a condition precedent to payment under the Policy that You comply with the following requirements:

- Amount of Loss: The Loss must exceed the greater of a) 5% of the Sales Price of all Photovoltaic Modules in the respective Insured Sales Contract; or b) USD 200,000.
- Mitigation. You should as far as possible protect and preserve the Photovoltaic Modules during and after a Breach and take reasonable care to reduce the Loss.
- Notification of Breach. You undertake to notify the Insurer of any Breach, or any matter that may reasonably be expected to give rise to a Loss.
- Claim filing procedure. You shall deliver a Claim Notice to the Insurer, signed by Your authorized representative, as soon as reasonably practicable **but no later than one year** after You are made aware of a Breach or after You become aware of any Loss or any Breach or matter that could reasonably be expected to give rise to a Loss.
- Insolvency/Due Diligence against Insured: Any Claim Notice submitted by You shall include proof of Insolvency of the Insured.
- Performance Data. The Beneficiary shall provide performance data on a regular basis.

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<sup>1</sup> If You would like a copy of the full policy which shall contain all terms and conditions, please contact the manufacturer to request a copy of the complete policy.

<sup>2</sup> Capitalized terms have certain meanings as set forth in the Policy. Certain capitalized terms are set forth at the end of this document for Your convenience.

- Withdrawal of Claim against Insured (if necessary): If You have submitted a claim to the Insured, then You shall also submit written proof to Insurer that such claim has been withdrawn.
- Cooperation and Information. You shall, and to the extent possible shall cause Your respective Affiliates to, cooperate with the Insurer and, in a timely manner, provide the Insurer with complete and accurate information in connection with any notifications of circumstances or claims (including Claim Notice).
- Updates and information. Subsequent to delivery of any notification referred to above You shall a) keep the Insurer informed about the development of any Breach, or any matter that may reasonably be expected to give rise to a claim under the Policy; b) Furnish any other information and documentary evidence that the Insurer may require regarding such notification; c) You or anyone acting on Your behalf shall comply with any reasonable recommendations the Insurer may make following the notification of any Loss or potential Loss that might give rise to a claim.
- Examination Rights. You shall permit the Insurer upon reasonable notice to examine, photocopy and/or take extracts from the books, records, data, files and information of You and Your respective Affiliates and grant access to You and Your respective Affiliates' representatives (including auditors or external professional advisors) for interviews and depositions under oath during normal business hours and at reasonable locations.
- Maintenance of Records. Until the later of 90 days after (i) the expiration of the respective Indemnity Period and (ii) the final resolution of all claims or disputes relating to this Policy, You shall, and to the extent possible shall cause Your Affiliates to, maintain all Claims Details and all of their respective materials relating to historical performance monitoring of the respective photovoltaic park/s.
- Subrogation. You shall preserve any indemnification or other rights against any other person or entity for any Loss and preserve the Insurer's subrogation rights with respect thereto, including but not limited to Your claim against the Insured. In the event of any payment by the Insurer in connection with the Policy, the Insurer shall be subrogated to, and You shall assign to the Insurer, all of Your respective rights of recovery against any person or entity based upon, arising out of or relating to such payment. If You are unable to assign such rights to the Insurer, or if the Insurer desires, then, instead of assigning such rights to the Insurer, the Insured shall allow the Insurer to bring suit in You or Your Affiliates name. You shall, and to the extent possible shall cause Your respective Affiliates to, execute all papers required and take all steps reasonable, necessary or advisable to secure and further such subrogation and assignment rights. In no event shall You or Your respective Affiliates waive any rights that could adversely affect any such subrogation or assignment rights. Any amounts recovered by the Insurer in connection with the exercise of its subrogation or assignment rights shall be applied first to reimburse the Insurer for any Loss paid by the Insurer pursuant to the Policy and for any costs or expenses incurred in connection with such recovery and then the remainder of such recovered amounts shall be paid to You.

#### **CONTACT INFORMATION**

To make a claim, please contact:

China Pacific Property Insurance Co., Ltd. (Shanghai Branch)  
No.400 WuSong Road,  
Shanghai, P.R.China

with a copy sent simultaneously to:

Munich Reinsurance Company  
Green Tech Solutions  
Königinstr. 107, 80802 München, GERMANY

**IMPORTANT INFORMATION**

**Registration:** You will **ONLY** be permitted to make a claim under the Policy if Your Photovoltaic Modules are registered with the Insurer. It is the duty of Suntech to notify the Insurer that Your Photovoltaic Modules are covered under the Policy. To confirm whether your Photovoltaic Modules are registered, please request a Beneficiary Declaration Letter by Munich Re (through a request to Suntech)

**Resale:** This insurance coverage is provided to the buyers who have contracts directly with Suntech. If You sell the Photovoltaic Modules to a third party, this Policy will not be applicable to a subsequent purchaser unless You get prior written approval of the Insurer.

Definitions:

**“Actual Cash Value”** means the Sales Price less Linear Depreciation

**“Actual Module Performance”** means the performance of the Photovoltaic Modules to be determined based upon the test performed according to the standards set forth in the Approved Test.

**“Approved Test”** means a statistical sample test of the respective modules carried out by an independent expert approved by the Insurer to prove a decrease of the power output of an Photovoltaic Module which is due to Faulty Manufacturing, Material Defect and/or Material Aging. For the purpose of determining the power output, measurements shall be carried out in accordance with the requirements set forth in the Performance Warranty. All relevant measurement uncertainties and statistical errors must be duly taken into account.

**“Insured Module Performance”** means the anticipated performance of the Photovoltaic Modules as set forth in the Warranty.

**“Loss”** means

1) With regard to the Performance Warranty:

80% of the lesser of:

- a) the Repair Costs You would have to actually incur to repair the Photovoltaic Modules in order to reinstate the Insured Module Performance of the affected Photovoltaic Module/s in the respective year as contractually agreed under the terms of the Performance Warranty that directly result from a Breach; or
- b) the Replacement Costs You would have to actually incur to replace the Photovoltaic Modules in order to reinstate the Insured Module Performance of the affected Photovoltaic Module/s in the respective year as contractually agreed under the terms of the Performance Warranty that directly result from a Breach; or
- c) the costs to provide additional photovoltaic modules required to restore the actual power output of the Photovoltaic Modules to a level as guaranteed under the Performance Warranty; or
- d) the Refund Costs of the underperformance; or
- e) the Actual Cash Value of the affected Photovoltaic Modules.

2) With regard to the Product Warranty:

80% of the lesser of the Replacement Costs, or the costs You would have to incur to repair the Specified Defect as set forth in the Warranty, which shall be limited to the maximum of the Actual Cash Value of such affected Photovoltaic Module/s

However, costs You would have to incur for transportation, labor, testing, consultation, disassembly and reassembly of the Photovoltaic Modules shall be excluded.