

## **WARRANTY TERMS 2012**

### **ENECSYS MICRO INVERTER 25-YEAR LIMITED WARRANTY**

**Scope:** Enecsys Ltd. ("Enecsys") provides a limited warranty (the "Limited Warranty") for Enecsys micro inverters ("micro inverters") of twenty-five (25) years (the "Warranty Period") as described herein. This Limited Warranty is valid for the original installation and end-user of the micro inverter, or person to whom title for the installation and micro inverter has been lawfully transferred to (each hereinafter referred to as "Owner"). Unless otherwise authorized in writing by Enecsys, this warranty applies to the original site and installation only and is not transferable to another site. For purposes of this Limited Warranty, the term "original installation" and "end-user" means the person, or entity, first using the micro inverter(s) and the site, or location where the solar system is first installed.

**Twenty-Five (25) Year Limited Repair, Replacement or Refund Warranty:** Enecsys warrants that during the Warranty Period the micro inverter(s) will be free from defects in material and workmanship under normal installation, use and service conditions. If the micro inverter(s) fails to conform to this warranty, Enecsys will, in its sole discretion, repair or replace the defective micro inverter(s) (including with refurbished and then-available parts, components and items of its choosing given original parts, components and other items may no longer be reasonably or practically available due to superseding events, designs, time or otherwise) or if unable to reasonably provide such, provide Owner with a credit or refund in an amount equal to the purchase price of the defective micro inverter multiplied by the percentage of the relevant Warranty Period remaining. This repair, replacement or refund remedy shall be the sole and exclusive remedy provided under this Limited Warranty. The Warranty Period begins upon the date of delivery to the original installation and end-user. This Limited Warranty shall continue to remain in force on the repaired or replacement micro inverter for the remainder of the original Warranty Period, or ninety (90) days from the date of Enecsys' return shipment of a repaired or replacement micro inverter, whichever is later.

#### **Obtaining Warranty Performance:**

To obtain warranty service under this Limited Warranty, Owner must first contact the installer who originally installed the micro inverter(s), or an authorized Enecsys representative, who will troubleshoot the alleged defect in the field prior to requesting a Return Merchandise Authorization (RMA). If preliminary field diagnosis determines that a product defect is likely to have occurred, the installer, or authorized representative, will contact Enecsys and request an RMA number prior to returning any micro inverter(s) for repair or replacement. In order for Enecsys to approve a RMA, Enecsys will require the following documentation: (i) proof-of-purchase of the defective Enecsys micro inverter(s) (if proof of purchase is not available, this Warranty Period will commence on the date that Enecsys first shipped the product); (ii) the model and serial number of the defective micro inverter(s); (iii) a detailed description of the defect; and (iv) the shipping address for return of the repaired or replacement micro inverter(s). Enecsys will cover reasonable costs associated with diagnosing warranty claims only to the extent the work is performed by an entity authorized in writing by Enecsys and the micro inverter is determined by Enecsys to be defective.

Note: This Limited Warranty applies to Enecsys micro inverters only.

Shipping costs associated with warranty fulfillment will be covered by Enecsys only if: (1) Enecsys determines the micro inverter is defective, (2) Enecsys has an office or authorized representative in the country in which the micro inverter is installed, (3) Enecsys selected (or instructed) the carrier type used for transportation, and (4) the Owner provides packaging

sufficient to prevent transit damage. Enecsys reserves the right to determine, in its sole discretion, whether or not the foregoing requirements have been complied with and/or met, and accordingly whether it will provide a reimbursement or credit for shipping costs that may have been incurred.

### **Exclusions.**

This Limited Warranty excludes the following conditions:

1. Micro inverter(s) which have been lost, damaged or mishandled in transit.
2. Costs related to the removal, installation or troubleshooting of Owner's electrical system.
3. Labor costs to un-install or re-install micro inverter(s) are not covered except to the extent noted above.
4. Failure to properly operate, install, handle, or use micro inverter(s), including: (i) usage under conditions for which the micro inverter was not designed, (ii) operating micro inverter(s) in any manner that exceeds the micro inverter's specifications, (iii) use in an unsuitable environment, or not as specified or recommended by Enecsys in its user or installation manuals or otherwise, or (iv) any usage which is inconsistent with the specifications of the micro inverter(s), or contrary to applicable laws or codes.
5. Micro inverter's original identification markings (including type, trademark or serial number) have been altered, removed or are illegible.
6. Owner or third-party abuse, misuse, accident, tampering, disassembly, alteration, improper maintenance or installation, removal or otherwise by anyone other than an authorized Enecsys representative, including misuse, negligence, willful damage, vandalism, or riots.
7. Micro inverter(s) subjected to: fire, submersion in water, generalized corrosion, biological infestations, acts of God, input voltage that creates operating conditions beyond the maximum or minimum limits listed in the micro inverter specifications or certification requirements, including high input voltage from generators or lightning strikes, animal damage, or environmental pollution such as soot, salt damage, or acid rain, or earthquake, flood, extreme weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions beyond Enecsys' control.
8. Use of micro inverter(s) except for their normal intended purpose under normal conditions.
9. Incidental or consequential damage directly or indirectly caused by defects of other components not provided by Enecsys (excluding Enecsys supplied components).
10. Fair wear and tear, including cosmetic defects, such as discoloration or scratches.
11. Any repair or replacement by an entity other than Enecsys that is improperly or incorrectly performed voids this Limited Warranty.

### **Limitation of Warranty.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE IN LIEU OF, AND BOTH ENECYS AND OWNER EXPRESSLY DISCLAIM AND OWNER WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, IMPLIED, OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR

PURPOSE OR APPLICATION, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, NON-INFRINGEMENT OF THIRD PARTY RIGHTS UNDER THE UNIFORM COMMERCIAL CODE, AND ALL OTHER OBLIGATIONS ON THE PART OF ENECSYS, UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY ENECSYS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENECSYS DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY 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 MICRO-INVERTER(S), INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MICRO INVERTER(S), OR FROM USE OR INSTALLATION. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL ENECSYS BE LIABLE TO OWNER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER OWNER, FOR ANY LOSS PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND, HOWSOEVER ARISING OR RELATED TO THE MICRO INVERTERS. IF ENECSYS CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ENECSYS IN ITS SOLE DISCRETION.

NO ENECSYS RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY. IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

ENECSYS' TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE ORIGINALLY INSTALLED END-USER FOR THE MICRO INVERTER(S). THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. OWNER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND OWNER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS OWNER HAS UNDER LAWS IN OWNER'S JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF DAMAGES, SO IN THOSE STATES THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THIS LIMITED WARRANTY.

**Force Majeure.**

Enecsys shall not be responsible or liable in any way to Owner or any third-party arising from any nonperformance or delay in performance of any terms of this Limited Warranty, due to acts of God, fire, flood, explosion, war, riots, embargo, strikes, work stoppages, government requirement, civil or military authority, power failures, communication line disruptions, delays by suppliers, interruption or shortage in supply of parts or raw materials, acts or omissions of carriers, or other similar causes. In such cases, performance by Enecsys of this Limited Warranty shall be suspended without liability for the period of delay reasonably attributable to such causes.

**Validity.**

This Limited Warranty will become null and void if the micro inverter(s) is transferred from the original site and/or continent of purchase.

**Disputes.**

The construction, interpretation, performance and enforcement of this Limited Warranty shall be governed by the laws of the State of California for all sales in the U.S. and the laws of the country of sale in Europe, as such term is defined above. In case of any discrepancy in a warranty claim, a first-class international test institute shall be involved to judge the claim finally. To the extent permissible, neither the conflict of law principles nor the UN Convention on Contracts for the International Sale of Goods shall apply to this Limited Warranty or the construction and performance thereof. In any legal proceeding arising from this Limited Warranty, the prevailing party shall be entitled to the award of its reasonable costs and attorneys' fees incurred in connection with such proceedings.