

## WARRANTY TERMS 2011

### ENECSYS MICRO INVERTER 20-YEAR LIMITED WARRANTY

**Scope:** Enecsys Ltd. ("Enecsys") provides a limited warranty (the "Limited Warranty") for Enecsys micro inverters ("micro inverters") of twenty (20) years (the "Warranty Period") as described herein.<sup>1</sup> This Limited Warranty is valid for the originally-installed end user or a person to whom title has been lawfully transferred for the micro inverter(s) (each hereinafter referred to as "Owner") unless the micro inverter is moved by someone other than an entity or person authorized in writing by Enecsys to a different installation location. For purposes of this Limited Warranty, the term "originally-installed end user" means the person or entity first using the micro inverter(s) in a solar system installation at a given location.

**Twenty (20) 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) fail 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 items may no longer be reasonably or practically available due to superseding events, designs, time or otherwise) or 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. The 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 originally-installed end user. This Limited Warranty continues 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 the repaired or replacement micro inverter, whichever is later.

#### Obtaining Warranty Performance:

To obtain warranty performance under this Limited Warranty, Owner must first contact the installer who originally installed the micro inverter(s) or an authorized Enecsys representative to troubleshoot the alleged defect in the field prior to requesting a Return Merchandise Authorization Number (RMA). The installer will contact a branch of Enecsys to handle the warranty claim. An RMA must be obtained from Enecsys Ltd. before returning any micro inverter(s) for repair or replacement. To issue the RMA, Enecsys requires: (i) proof-of-purchase of the defective micro inverter(s) from Enecsys; (ii) model and serial number of the defective micro inverter(s); (iii) detailed description of the defect; and (iv) shipping address for return of the repaired or replacement micro inverter(s).

Enecsys will cover reasonable costs associated with diagnosing warranty claims only if the work is performed by an entity authorized in writing by Enecsys and the micro inverter is determined by Enecsys to be defective. On a one-time basis, a lump sum amount will be provided in certain regions to account for the costs of uninstalling and reinstalling defective micro inverter(s), as follows:

- In the contiguous U.S., Alaska, Hawaii, Canada, and Australia: USD \$200 (or equivalent).
- In the U.K.: 100 GBP.
- In Europe<sup>2</sup> (excluding European islands): 150 EURO.
- No coverage elsewhere.

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<sup>1</sup> Note: This Limited Warranty is for Enecsys micro inverters only. Other third-party components sold by Enecsys such as the Gateway may have separate warranties and are not covered by this warranty.

<sup>2</sup> As such term is defined by the Cambridge dictionary.

Shipping costs associated with warranty fulfillment will be covered by Enecsys only if 1) Enecsys determines the micro inverter is defective, 2) Enecsys has a branch or subsidiary in the country in which the micro inverter is installed, 3) Enecsys selected (or instructed) the carrier type for transit, and 4) Owner provides packaging sufficient to prevent transit damage. Enecsys shall determine in its sole discretion whether it will provide a reimbursement or credit for shipping costs, if applicable.

**Exclusions.** This Limited Warranty excludes the following conditions:

1. Micro inverter(s) 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 use under conditions for which the micro inverter was not designed, operating in any manner that exceeds the micro inverter's specifications, use in an unsuitable environment, or not as specified or recommended by Enecsys in its user or installation manuals or otherwise, or inconsistent with the specifications of the micro inverter(s), or contrary to applicable laws or codes.
5. Micro inverter(s) with original identification markings (including type, trademark or serial number) altered, removed or 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 manufacturer's representative, including misuse, negligence, wilful 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. Micro inverter(s) subjected to incidental or consequential damage caused by defects of other components of the solar system (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 EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS AND ALL OTHER OBLIGATIONS OR LIABILITIES ON ENECSYS' PART. ENECSYS SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY 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, ENECSYS IS NOT RESPONSIBLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. 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.

ENECYSYS' 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) OR SERVICES FURNISHED OR TO BE FURNISHED, WHICH IS THE SUBJECT OF THE WARRANTY CLAIM.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

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 non-performance 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 continent of purchase. Herein, Enecsys has provided notification of this potential nullification.

**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.