

XANTREX LLC CONTRACTUAL WARRANTY

This Xantrex LLC Contractual Warranty applies to the following products:

- Rigid Solar Panels
- Flexible Solar Panels
- Solar Max Flexible Solar Panels
- Portable Solar Panels

Geographic Validity:

- United States of America and Canada

Length of Product Workmanship Warranty:

- 5 years for the Rigid Solar Panels
- 2 years for the Flexible Solar Panels
- 5 years for the Solar Max Flexible Solar Panels*
- 1 year for the Portable Solar Panels

Unless local law requires a longer period in which case it will be that period of time.

*Solar Max Flexible Solar Panels must be installed with 3M 4411 Extreme Sealing Tape around the perimeter edge of the panel in order for the Product Workmanship Warranty to apply.

Length of Peak Power Output Warranty:

- 25 years for the Rigid Panels
- 2 years for the Flexible Panels
- 5 years for the Solar Max Flexible Panels*
- 1 year for the Portable Solar Panels

Unless local law requires a longer period in which case it will be that period of time.

*Solar Max Flexible Solar Panels must be installed with 3M 4411 Extreme Sealing Tape around the perimeter edge of the panel in order for the Peak Power Output Workmanship Warranty to apply.

“**Xantrex LLC**” means the local legal entity of Xantrex LLC that you purchased directly or indirectly the products from.

“**Product**” means the Xantrex LLC, Xantrex or related branded solar panel (or other related device as identified above) that you purchased from Xantrex LLC or through an authorized reseller or retailer.

1. Product Workmanship Warranty Claims

This Contractual Warranty for Product Workmanship is provided by Xantrex LLC and covers defects in workmanship and materials in your Product. If the Product fails to conform to this warranty, which will be assessed and determined by Xantrex LLC (at its sole and absolute discretion), the Product will qualify under the Warranty Coverage.

This Product Workmanship warranty period lasts from the date of purchase at the point of sale to you, the original end user, unless otherwise agreed in writing (the "Warranty Period"). This Contractual Warranty is transferable to subsequent owners but only for the unexpired portion of the Warranty Period.

2. Peak Power Output Warranty Claims

This Contractual Warranty for Peak Power Output is provided by Xantrex LLC and covers allowable peak power output losses in your Product. If the Product exhibits a power output of less than 80% of the Maximum Power (Pmp) rating of the panel at Standard Test Conditions (STC) within the Peak Power Output warranty period, which will be assessed and determined by Xantrex LLC (at its sole and absolute discretion), the Product will qualify under the Warranty Coverage.

This Peak Power Output warranty period lasts from the date of purchase at the point of sale to you, the original end user, unless otherwise agreed in writing (the "Warranty Period"). This Contractual Warranty is transferable to subsequent owners but only for the unexpired portion of the Warranty Period.

3. Warranty Coverage

If a product becomes defective within the Xantrex LLC contractual warranty period, one of the following options, as selected by Xantrex LLC, will be performed at no charge for materials or labor costs, unless this should be impossible or disproportionate. It is mandatory that customer notify Xantrex LLC of the Product defect within the Warranty Period, and provided that Xantrex LLC, or designated service partner, through inspection establishes the existence of such a defect and that it is covered by this Contractual Warranty:

- Repairing the product onsite,
- Repairing the product at Xantrex LLC, or designated repair facility, or
- Exchange the Product with a Replacement Product (of equivalent value according to model and age)

Alternatively, at Xantrex LLC's sole discretion, cash compensation equal to the Product's residual value may be offered¹.

The term "disproportionate" applies in particular if the costs to Xantrex LLC were deemed unreasonable according to the following criteria:

- With reference to the value the product would have without the defect
- Taking into account the significance of the defect, and
- After consideration of alternative workaround possibilities available to the customer without significant inconvenience

If Xantrex LLC, or designated service partner, repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period or 90 days from the date of the return shipment to the customer, whichever is greater. All replaced Products and all parts removed from repaired Products become the property of Xantrex LLC.

¹ as determined by annual linear method

4. Warranty Limitations

This Contractual Warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. The warranty claims that relate to defects caused by any of the following factors are not covered by the Contractual Warranty:

- Improper Use or Non-compliance with installation, commissioning, operation or maintenance instructions (i.e. not according to the operation & installation manual)
- In the case of Solar Max Flexible Solar Panels, 3M 4411 Extreme Sealing Tape was not installed around the perimeter edge of the panel.
- Unauthorized modifications, changes or attempted repairs,
- Vandalism, destruction through external influence and/or persons/animals
- Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt or dust or debris buildup within the system or that is difficult or unsafe for Xantrex LLC representatives to access
- Insufficient ventilation
- Installation in a corrosive environment
- Failure to observe applicable safety standards & regulations
- Damages during transportation or storage
- Force majeure, examples include, but not limited to: fire, flood, earthquakes, storm damage, overvoltage & lightning strikes
- Used as a component part of a product expressly warranted by another manufacturer
- If the original identification (trade-mark, serial number) markings have been defaced, altered, or removed
- Consumable components of any type are not covered, including but not limited to fans, fuses and filters etc.
- Cosmetic shortcoming which do not impair the use of the product for the intended purpose i.e. supply of energy

Warranty claims also exclude:

- Damages arising due to the fact that the use of the product for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the product made after the delivery of the product
- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair & replacement of the product (including but not limited to labor, transportation, temporary power)
- Cost arising from changes to existing PV systems or building installations or vehicle or marine vessel installation and like
- Additional costs and expenses (i.e. shipping costs, travel, accommodation, meals, etc.) arising due to remote locations of the indicated geographies, including but not limited to islands and overseas territories

5. Warranty Return and Repair Process

Please contact Xantrex Customer Service via email at customerservice@xantrex.com or call Xantrex customer service at 1-800-670-0707 or visit our website at: <http://www.xantrex.com>

i. Return Material Authorization (RMA)

After attempts to correct the problem with customer's assistance, if the Product must be returned to Xantrex LLC or designated service partner for replacement or repair, the customer must return it to the original place of purchase or obtain a Return Material Authorization (RMA) number and the correct return center "Ship To" address. Product shipments will be refused and returned at your expense if they are unauthorized or returned without an RMA number clearly marked on the outside of the shipping box or if they are shipped collect or if they are shipped to the wrong location.

When you contact Xantrex LLC to obtain service, please have your instruction manual ready for reference and be prepared to supply:

- The serial number and product code of your Product
- Information about the installation or inspection certificate
- Information about the failure and/or reason for the return
- A copy of your dated proof of purchase

Xantrex LLC reserves the right to refuse exchange requests for lack of proper documentation and information.

ii. Once the RMA has been issued for exchange

Xantrex LLC will generally ship an equivalent replacement Product to the specified customer or the distributor location within 48-72 hours.

The allegedly defective product must be returned to Xantrex LLC in the same transport packaging that the replacement unit was provided in. Xantrex LLC will supply all labels and documentation for the return of the defective Product. The defective Product must be shipped back to Xantrex LLC within 10 working days after receiving the replacement product. If we do not receive the product within this timeframe, the unit cost will be billed back to the customer (including shipping and handling fees).

iii. Once an RMA has been issued for repair

Xantrex LLC will arrange for the repair of the Product on-site or at a repair facility.

The allegedly defective Product being returned for repair at Xantrex LLC, or designated service partner, must be packaged in a suitable manner to prevent damage during transportation (equivalent to original packaging or better). Xantrex LLC will provide the necessary instructions to correctly ship the Product (including designated freight carrier, documentation information, address, etc.) to the repair facility.

Standard ground shipping costs are covered by Xantrex LLC both ways. Any expedited shipping costs will be the responsibility of the customer and billed accordingly.

Visually evident damage caused by shipping or mishandling is to be reported to the freight carrier within 24 hours. Shipping damage is the responsibility of the freight carrier, not Xantrex LLC, and should always be duly noted with the freight carrier prior to accepting and signing for the Product

Any Products that are damaged during the returned shipping process are not covered by this warranty. Xantrex LLC assumes no liability for this damage.

6. Service Reimbursement

Xantrex LLC in its sole discretion may offer a service reimbursement for the services of a qualified installer performing specific Product replacement and re-commissioning under the terms of this warranty. Please contact your local Xantrex LLC office for details and application related to your Product.

7. Invalid Warranty Claim

If the returned defective Product to Xantrex LLC (or service partner) pursuant to this Policy, and is found by Xantrex LLC to be free of defects that would qualify it for repair or replacement under this Policy, Xantrex LLC may charge a flat-rate inspection charge for each product of \$250 USD, plus shipping and packaging costs. In the event the defect free unit is returned to the customer then to also charge for the replacement unit.

8. Out of Warranty Service

If the warranty period for your Product has expired, if the unit was damaged by misuse or incorrect installation, if other conditions of the warranty have not been met, or if no dated proof of purchase is available, your unit may be serviced or replaced for a flat fee, as determined by Xantrex LLC in its sole discretion.

Please contact your local Xantrex LLC office to determine if out of warranty service is available for your Product.

To return your product for out of warranty service, contact Xantrex LLC Customer Service for a Return Material Authorization (RMA) number and follow the other steps outlined in "Return Procedure".

Payment options such as credit card or money order will be explained by the Customer Service Representative. In cases where the minimum flat fee does not apply, as with incomplete units or units with excessive damage, an additional fee will be charged. If applicable, you will be contacted by Customer Service once your unit has been received.

9. Disclaimer of Implied and Other Warranties and Limitation of Liability

THIS CONTRACTUAL WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY XANTREX LLC IN CONNECTION WITH YOUR XANTREX LLC PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS CONTRACTUAL WARRANTY

LIMITATION OF LIABILITY

WHERE APPLICABLE LAW ALLOWS AND DOES NOT PROHIBIT OR RESTRICT SUCH LIMITATION, XANTREX LLC'S LIABILITY FOR ANYTHING RELATING TO THIS PRODUCT, SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT

IN NO EVENT WILL XANTREX LLC BE LIABLE FOR: (A) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF XANTREX LLC HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE; (B) ANY LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF XANTREX LLC'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER PRODUCT OR SYSTEM; AND (C) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT BY PERSONS NOT AUTHORIZED BY XANTREX LLC.

Exclusions

IF THIS PRODUCT IS A CONSUMER PRODUCT, FEDERAL LAW DOES NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT YOU ARE ENTITLED TO IMPLIED WARRANTIES UNDER FEDERAL LAW, TO THE EXTENT PERMITTED BY APPLICABLE LAW THEY ARE LIMITED TO THE DURATION OF THIS CONTRACTUAL WARRANTY. SOME STATES, PROVINCES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS ON IMPLIED WARRANTIES OR ON THE DURATION OF AN IMPLIED WARRANTY OR ON THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION(S) OR EXCLUSION(S) MAY NOT APPLY TO YOU. THIS CONTRACTUAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.