



## PV Powered's Limited Commercial Warranty

THIS 10-YEAR LIMITED COMMERCIAL WARRANTY (the "10-Year Warranty") covers defects in your PV Powered commercial inverter caused by material or manufacturing faults for a 10-year period. The warranty period for the 10-Year Warranty begins on the date you commission your PV Powered commercial inverter, or 6 months after the date of purchase, whichever comes first. The 10-Year Warranty applies to the base model commercial inverter and all customer purchased options that were manufactured by PV Powered. The 10-Year Warranty does not apply to customer purchased optional equipment that was not manufactured by PV Powered. Optional equipment not manufactured by PV Powered will be covered by the original manufacturer's warranty.

The 10-Year Warranty may be transferred to subsequent owners, except that the 10-Year Warranty shall be void if, without prior approval of PV Powered, either (i) the PV Powered commercial inverter is moved from its original installation location or (ii) the overall PV system design is altered.

In satisfaction of its obligations under the 10-Year Warranty, PV Powered will, at its discretion, repair or replace the defective component(s) free of charge, as long as PV Powered is notified of the defect during the warranty period. PV Powered reserves the right to inspect the faulty component(s) and determine if the defect is due to material or manufacturing flaws. PV Powered also reserves the right to charge for service time expended if the defect is due to any cause other than a material or manufacturing flaw.

The 10-Year Warranty does not cover defects or damage caused by:

- Normal wear and tear
- Shipping or transportation damages
- Improper installation
- Exposure to unsuitable environmental conditions, including but not limited to damage due to lightning strikes
- Unauthorized or abnormal use or operation
- Negligence or accidents, including but not limited to lack of maintenance or improper maintenance
- Material or workmanship not provided by PV Powered or its authorized service centers
- Relocation of the commercial inverter from its original installation location or alteration of the overall PV system design without prior approval of PV Powered
- Acts of God, such as earthquake, flood or fire

The 10-Year Warranty does not cover costs related to the removal, installation, or troubleshooting of your electrical systems.

PV Powered will, at its discretion, use new and/or reconditioned parts in performing warranty repair and in building replacement products. PV Powered reserves the right to use parts or products of original or improved design in the repair or replacement. If PV Powered repairs or replaces a product, PV Powered's warranty continues for the remaining portion of the original warranty period or 90 days from the date of repair, whichever period expires later. All replaced products and all parts removed from repaired products become the property of PV Powered.



PV Powered covers the parts, travel and labor necessary to repair the product within the United States and Canada.

If your product requires troubleshooting or warranty service, contact your installer or dealer. If you are unable to contact your installer or dealer, or the installer or dealer is unable to provide service, contact PV Powered directly at 1-877-312-3848, or [support@pvpowered.com](mailto:support@pvpowered.com).

EXCEPT FOR THIS 10-YEAR WARRANTY, PV POWERED EXPRESSLY MAKES NO WARRANTIES WITH RESPECT TO THE PV POWERED INVERTER, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PV POWERED'S AGGREGATE MONETARY LIABILITY TO YOU FOR ANY REASON AND FOR ANY AND ALL CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO PV POWERED FOR THE PV POWERED INVERTER(S) COVERED BY THIS 10-YEAR WARRANTY. PV POWERED WILL NOT BE LIABLE UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF PV POWERED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRICE FOR THE PV POWERED INVERTER AND PV POWERED'S OBLIGATIONS UNDER THIS 10-YEAR WARRANTY ARE CONSIDERATION FOR LIMITING PV POWERED'S LIABILITY.

IN THE EVENT OF A DISPUTE BETWEEN PV POWERED AND ANY PARTY COVERED UNDER THIS WARRANTY, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SUCH PARTY AGREES TO RESOLVE ANY AND ALL SUCH DISPUTES USING BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND EXPEDITED PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION, WITH THE PLACE OF ARBITRATION TO BE BEND, OREGON. UNLESS OTHERWISE AGREED IN WRITING, THE ARBITRATOR SHALL BE DRAWN FROM THE NATIONAL ENERGY PROGRAM PANEL OF THE AMERICAN ARBITRATION ASSOCIATION. THE PRICE FOR THE INVERTER AND PV POWERED'S OBLIGATIONS UNDER THIS 10-YEAR WARRANTY ARE CONSIDERATION FOR THIS BINDING ARBITRATION PROVISION.