

Limited Product Warranty - Force Inverters & Gateway - United States of America (US)

This Warranty is provided by 8 Star Energy North America Inc., DBA Energizer Solar, licensed distributor of Energizer Solar-branded inverters and gateways. 8 Star Energy North America Inc. (Energizer Solar) is a US corporation, of 888 Prospect Street, Suite 200, La Jolla, CA 92037, USA, www.energizersolar.com.

1. SCOPE OF WARRANTY

Energizer Solar provides the following limited Warranty for inverters / charge controllers and battery gateways [herein referred to as the Product(s)] produced/provided by Energizer Solar. The Product(s) included in this Warranty are:

- **Energizer Solar Force D/Force A Solar Inverters Series**
- **Energizer Solar Gateway**

Energizer Solar under its own discretion has the right to decline the repair or replacement of the Product if the terms and conditions of this Warranty are breached.

IMPORTANT:

Please note, this Warranty covers Energizer Solar Products as specified herein. This Warranty is limited to the Energizer Solar Force Inverter and Gateway units only and does not cover any external or ancillary parts. Any ancillary parts or add-on devices supplied by a distributor of Energizer Solar Force Inverters and Gateways may be covered by a separate warranty.

This Warranty shall not be held as a guarantee of the Product durability, nor does it include any Product ability. This Warranty is limited only to the parties specified in Section 2.

2. WARRANTY CLAIM ELIGIBILITY

The only person(s) eligible to claim under this Warranty are the original end-user purchaser of the Product and subsequent owners of the Product where the system was originally installed (herein referred to as the Owner).

3. STANDARD WARRANTY

The Product will be free from defects in materials and workmanship for a period of one hundred and fifty (150) months from the date of installation, but no more than one hundred and fifty-five (155) months from the shipping date of the Product (whichever comes first).

4. LIMITED LIABILITY

Claims that relate to defects that are caused by the following factors are not covered by Energizer Solar's warranty obligations:

- Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- Improper installation of the Product(s) and/or installation performed by a non-accredited Installer;
- Improper or noncompliant use, installation, commissioning, start up or operation;
- Improper wiring of the Product causing arcing or damage of the Product or its parts;
- Improper use or misuse of the Product(s) by the Installer or End-User, e.g. damage resulting from dropping the Product during installation;
- Use of improper connectors, e.g. where the Installer has installed the Product with different brand and/or model of connectors other than those supplied with the Product;
- Damage of the Product(s) that originate from other parts of the system;
- Force majeure (storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding etc.);
- Damage that occurred during the transportation of the Product(s);
- Flaws that do not adversely affect the proper functioning, form and fit of the Product(s), including but not limited to ordinary wear and tear, minor cosmetic issues, scratches, dents, corrosion, stains, noise and vibration that is not excessive;
- Unauthorized repair and reinstallation of the Product(s);
- Where the Warranty claim process as detailed in Section 9 has not been followed, and/or proper evidence of the fault and/or test carried out on site has not been provided to Energizer Solar;
- Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating manual.

In addition, Energizer Solar requires the ability to monitor the Product and carry out over-the-air (remote) firmware upgrades via the Energizer Solar Fleet Management System (FMS). To qualify for the full Warranty, the Product must be registered on the Energizer Solar FMS via the Energizer Solar Installer App or Energizer Solar User App and have a reliable Internet connection. If the Product is not registered or connected to the Internet for an extended period of time, Energizer Solar or its authorized resellers may contact the Installer and/or End-User to arrange a resolution. If unable to establish contact or ensure the system remains connected to the FMS, Energizer Solar may reduce the Warranty period to 60 months from the date of installation.



5. EXCLUSIONS

This Warranty excludes:

- A. Components that were not initially sold by Energizer Solar as a part of the system. This also includes components of the system sourced by the End-User or Installer that may be of the same manufacturer and/or model as the one provided by Energizer Solar.
- B. Any liability for:
 - i. loss of revenue or profit, and
 - ii. any indirect, consequential, special, incidental or punitive loss or damages (including but not limited to loss of use, data, business interruption or cost of procuring substitute services),
 - iii. which arises under any law (including the law of negligence save for negligence on the part of Energizer Solar or its representatives) and relates to the Owner's use, or inability to use the Product.

References in this Section to "indirect, consequential, special or incidental losses" shall mean any losses which:

- a. were not reasonably foreseeable by both parties, and/or
- b. were known to the Owner but not to Energizer Solar, and/or
- c. were reasonably foreseeable by both parties but could have been reasonably prevented by the Owner such as, for example (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

6. ARBITRATION

Please read the following Arbitration Agreement in this Section carefully. It requires the Owner ('you') to arbitrate disputes with Energizer Solar and limits the manner in which you can seek relief from Energizer Solar.

For any dispute with Energizer Solar in connection with this Warranty, you agree to first contact us at hello@energizersolar.com and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 90 days, we each agree that any dispute will not be decided by a judge or jury, but instead resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (JAMS). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in the city or county of your residence.

If you are using the Products for commercial purposes, each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. If you are an individual using the Products for non-commercial purposes:

- a. JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS;
- b. the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and
- c. you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

CLASS ACTION/JURY TRIAL WAIVER:

With respect to all persons and entities, regardless of whether they have obtained or used the product for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that you and Energizer Solar are each waiving the right to a trial by jury or to participate in a class action collective action, private attorney general action, or other representative proceeding of any kind.

Nothing in this Section shall be deemed as preventing Energizer Solar from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

7. GOVERNING LAW

State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.



8. LIMITATION ON USE

Energizer Solar Products are not intended for use as a primary or backup power source for life-supporting systems, other medical equipment, or any other use where Product failure could lead to injury, loss of life or catastrophic property damage. Energizer Solar disclaims all liability arising out of any such use of its Products. Further, Energizer Solar reserves the right to refuse to service the Products used for these purposes and disclaims all liability arising from refusal to service the Products in such circumstances.

9. WARRANTY CLAIM PROCESS

In the event of a fault, the Owner should contact the retailer/installer who sold them the system for troubleshooting, plus assistance with a Warranty claim if necessary. If unable to contact the retailer/installer, the Owner should contact Energizer Solar directly.

The following information is required to process a Warranty claim:

Name of the Owner:
Product Model No:
Serial Number:
Fault Code:
Fault Details:
Contact Details:

Energizer Solar may require additional details depending on the fault conditions. Energizer Solar will run tests on the product and may advise the Owner to take photos for verification purposes. A unique ticket number will be issued and used for tracking the progress of the fault and any subsequent Warranty claim.

REPAIR OR REPLACEMENT:

Where authorized Energizer Solar personnel verify that the claim is valid and the Product is faulty owing to defects from materials and workmanship, Energizer Solar under its discretion may:

- a. repair the product on site or at a designated Energizer Solar office or service centre; or
- b. provide the closest Product within its current range of products for the replacement of the faulty or damaged Product.

The replacement Product(s) may differ in the specification and size within parameters deemed reasonable by Energizer Solar. Energizer Solar may replace parts with refurbished parts. Replaced or repaired Products shall be warranted for the remainder of the original Term of the Warranty. In any event, the replacement shall not justify the renewal of the Term of the Warranty.

In the event of Product replacement, Energizer Solar is obliged to approve and dispatch the replacement Product within 3 working days, subject to availability. Once the replacement is completed, the Owner is obliged to arrange the shipping of the faulty Product to Energizer Solar within a maximum of thirty (30) days of the replacement being received, accompanied by the Return Merchandise Authorization (RMA) Number issued by Energizer Solar. Reasonable shipping costs will be reimbursed for authorized Product return under a valid Warranty claim.

If an allegedly faulty Product is returned to Energizer Solar pursuant to this Policy, and is found by Energizer Solar to be free of defects that would qualify it for replacement under this policy, or due to limited liability as stated in Section 4, Energizer Solar will apply a flat-rate inspection charge for each Product and/or will seek to recover the full costs of the replacement Product.

10. FURTHER RIGHTS AT LAW

In addition to this Warranty provided by Energizer Solar, the Owner may have other specific legal rights. Those rights can vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow disclaimers of implied warranties, so the limitations or exclusions herein may not apply, or may only apply to a limited extent. For a full description of their legal rights the Owner should refer to the laws applicable in their jurisdiction.

11. CONTACT DETAILS

8 Star Energy North America Inc., DBA Energizer Solar
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La Jolla, CA 92037
USA
www.energizersolar.com