CHINT POWER SYSTEMS AMERICA CO. WARRANTY – INVERTER ACCESSORIES

DISCLAIMER. BUYER/YOU ("YOU" AND "YOUR" REFER TO A BUYER OR USER OF CPS PRODUCTS) ACCEPTS THIS WARRANTY IN LIEU OF ALL OTHER CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, AND ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THIS WARRANTY SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND CHINT POWER SYSTEMS AMERICA CO.'S LIMIT OF LIABILITY FOR ANY AND ALL LOSS OR DAMAGE RESULTING FROM DEFECTIVE OR NONCONFORMING PRODUCT(S) HOWEVER ARISING, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT (INCLUDING ALL LOSSES OR DAMAGE TO PROPERTY OR FOR ANY ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM), STRICT LIABILITY, THE UNIFORM COMMERCIAL CODE, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

BY BUYING OR USING THE PRODUCT(S) (A) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPT THIS WARRANTY AND ANY ADDITIONAL DOCUMENTS OR POLICIES REFERRED TO IN OR INCORPORATED INTO THIS WARRANTY, AND (B) IF THIS WARRANTY CHANGES, YOU ACKNOWLEDGE AND AGREE THAT YOUR CONTINUED USE OF THE PRODUCT(S) CONSTITUTES YOUR ACCEPTANCE OF THE CHANGED WARRANTY TERMS (SEE www.chintpowersystems.com).

Warranty. Chint Power Systems America Co. ("CPS") and its parent company, Shanghai Chint Power Systems Co., Ltd, warrant that all new inverter accessory Products manufactured and sold by it (defined and limited to shade covers, disconnect covers, switch boxes, breaker boxes, combiners, data monitoring hardware, rack mounting equipment, and terminal kits; collectively, "Products") conform to applicable United States of America codes and standards in effect at the time of Product manufacture and are free of any defects in material and workmanship. The original Buyer's warranty rights herein, which shall include all limitations and obligations thereto, are transferrable in whole (not in part) from the original Buyer to subsequent owners. This warranty applies only to Products manufactured and sold by CPS that are installed and used in accordance with CPS policies, rules, manuals, and/or instructions, and applicable local, state, regional, provincial, territorial, federal, or international laws, codes, requirements, and/or industry standards.

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 CPS directly at **1-855-584-7168.**

Warranty Period. The warranty period is two (2) years for standard Products and five (5) years for FlexOM-4G Gateway and FlexOM-4G Meter products and begins one (1) month from the date CPS ships the Product or the date of installation, whichever comes first. If the original Buyer purchases an extended warranty, the warranty terms and conditions provided herein will continue for the duration of the extended warranty. CPS will not provide warranty support, parts, updates, or repairs after the expiration of the warranty period.

Conditions Precedent to Warranty Rights. Your warranty rights are conditioned on the following (in addition to all exclusions and other conditions set forth in this warranty). If these requirements are not fully met, CPS is not obliged to perform under this warranty.

- You must be an original purchaser of the Product ("Original Purchaser") or you must have legally acquired the Product with no modifications by or through the Original Purchaser or the Original Purchaser's legal successor(s). Other persons or entities are not authorized to assert claims under this Warranty and assigning or transferring any warranty rights other than an authorized warranty claimant is prohibited.
- Providing prompt written notice of any warranty claims within the warranty period.
- Submission to CPS of a copy of the commissioning report (if applicable) with your warranty claim, which must include the serial number of the defective Product and a brief description of the basis for the warranty claim, including Product parameters, *e.g.*, serial number, alarm ID, cause ID, photos, and any other data from the Product.
- Submission to CPS of other documents as and when requested by CPS, which may include, but are not limited to, the purchasing invoice, which must include the serial number of the Product.
- The type label on the Product must be completely undamaged and legible.
- Shipment of the defective Product or non-conforming part to CPS or, if requested by CPS, providing CPS access to the Product to assess the warranty claim.
- Your payment of all costs related to a defective covered Product without refund if: (1) a replacement product was shipped to you, but the defective covered Product is not returned to CPS in a timely manner; (2) upon inspection, a returned Product does not match that described in the warranty claim; or (3) upon review by CPS, it is determined that a Product is not covered by this warranty or the warranty has been voided as described herein.
- You not being in default of any payment obligation.
- CPS only accepts documents in English.

Remedies. If the Buyer notifies CPS of any breach of warranty within the warranty period, Buyer's sole and exclusive remedies are limited to the following: CPS will, at its sole discretion, repair, replace with a Product of the same type, or refund all or part of the purchase price. If the Product is replaced in the field, the Buyer agrees to utilize the CPS Return Material Authorization ("RMA") process in place at the time of replacement. All returned Products and all parts removed from such Products are the property of CPS. The warranty for any repaired or replaced Product shall be limited to the remainder of original Product warranty period. If a Product fails for reasons not covered by this Warranty, You shall be solely responsible for recycling and disposal of the Product in accordance with applicable local, state, regional, provincial, territorial, federal, or international laws, codes, requirements, and/or industry standards.

Warranty Exclusions:

- Damage/loss from shipping or transportation.
- Damage/loss caused by improper storage, installation, operation, and/or maintenance not performed according to CPS policies, rules, manuals, and/or instructions, or contrary to any local, state, regional, provincial, territorial, federal, or international laws, codes, requirements, and/or industry standards.
- Damage/loss caused by alteration, misuse, abuse, negligence, and/or any unlawful act, error, or omission.
- Accessories, replaceable service items, including fuses and filters, and other items expected to be consumed or expended during the normal and routine operation and maintenance of the Product.
- Damage/loss for troubleshooting, installation, removal, **the value of lost energy production**, and/or damages/loss arising from or related to third-party agreements.
- Damage/loss not arising out of defects in original material or workmanship.
- Damage/loss resulting from equipment of another manufacturer.
- Damage/loss caused by acts of God, force majeure, accident, neglect, theft, vandalism, or other events beyond the control of CPS, including but not limited to flood or excessive rainfall, fire, earthquakes, biological events, excessive wind, windstorms, lightning, or any abnormal condition.
- Damage/loss caused by extreme environmental conditions or by conditions not approved by CPS.
- Damage/loss caused by input voltage that creates operating conditions beyond the Product specifications.
- Damage/loss resulting from a fitting, accessory, or other material or components not provided by or installed by CPS.
- Damage caused by the system design or infrastructure or use of the Product in combination with other products or services (including but not limited to software, hardware, firmware, or any other technology, components, or designs) not provided by or approved by CPS.
- Damage/loss not attributable to CPS or resulting from conditions that are inherently undiscoverable or remedied in accordance with industry standards.
- Material or workmanship not provided by CPS or its approved service providers.
- Damage/loss caused by rust or corrosion, reasonable wear and tear, superficial defects, dents, or marks that do not impact the performance of the Products.
- Damage/loss caused by pre-existing site conditions.
- Product if its original identification (trade-mark, serial number) markings have been defaced, altered, or removed.
- Uninterrupted or error-free operation of the Product.
- **CPS DOES NOT GUARANTEE OR WARRANT ANY SPECIFIC LEVEL OF ENERGY PRODUCTION OR SYSTEM PERFORMANCE AND EXPRESSLY DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LOST ENERGY PRODUCTION, LOSS OF POWER GENERATION, REVENUE, OR FINANCIAL INCENTIVES RESULTING FROM PRODUCT FAILURE, DOWNTIME, GRID CONDITIONS, OR OTHER EXTERNAL FACTORS THAT MAY INCLUDE BUT ARE NOT LIMITED TO SHADING, SYSTEM DESIGN, INCORRECT INSTALLATION/OPERATION, GRID FLUCTUATIONS, ENVIRONMENTAL CONDITIONS, OR FORCE MAJEURE EVENTS.**

NOTWITHSTANDING ANY TERM OR CONDITION TO THE CONTRARY, CPS DOES NOT WARRANT ANY PRODUCTS NOT PAID FOR IN FULL BY THE ORIGINAL PURCHASER TO CPS IN STRICT ACCORDANCE WITH THE AGREED PAYMENT TERMS.

The following are prohibited uses and will invalidate this warranty immediately and without notice by CPS: modification, disassembly, reverse engineering, or similar action with respect to any Product(s), and/or removal or modification of any copyright, trademark, or other proprietary rights notice that appears on any portion of the Products.

Firmware Disclaimer. CPS periodically provides firmware updates to its Products at its sole discretion. Such firmware updates are made available "as is" and normally at no additional cost. CPS does not assume any obligation for the reimbursement of expenses and providing any maintenance, support, further updates, or configuration changes resulting out of or in connection with any CPS firmware update. Unless there is evidence of willful or gross negligence by CPS, CPS does not assume any liability for direct, indirect, incidental, or consequential damages, including loss of production, loss of profits or any additional expenses, which resulted from or in connection with the CPS firmware update, regardless of whether it is carried out remotely or manually, even if the user has been informed of the possibility of such damage.

Applicable Laws, Jurisdiction, and Venue. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this warranty. This warranty is performable in Dallas, Dallas County, Texas. The language of this warranty shall be English and this warranty shall be governed by and construed under the laws of Texas, USA. You agree to submit to personal jurisdiction, and exclusive venue for any disputes involving this warranty, You, CPS, or any Product shall be in Dallas County, Texas, regardless of who initiates dispute resolution proceedings. **YOU IRREVOCABLY WAIVE ANY OBJECTION TO THIS CHOICE OF**

LAW, VENUE, AND JURISDICTION FOR ANY REASON, INCLUDING THAT IMPOSED BY LAW OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION AND VENUE. WITHOUT LIMITING THE FOREGOING, YOU CONSENT TO SERVICE OF PROCESS IN ANY DISPUTE THAT IS IN ACCORDANCE WITH THE HAGUE CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS.

Arbitration. If a dispute arises out of or relates to this warranty, or the breach thereof, or any Product, and if the dispute cannot be settled through negotiation, You agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to the dispute resolution procedure set forth herein. Subject to the foregoing, any claim, dispute or other matter in question arising out of or related to this warranty or any Product shall be subject to arbitration, which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. A demand for arbitration shall be made in writing, delivered to the other party, and filed with the person or entity administering the arbitration. The foregoing, however, shall not prevent a party from seeking injunctive relief in a Dallas, Texas court. If any provision of this Warranty is held by any court or arbitrator to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of this Warranty, which shall remain in full force and effect.

LIMIT OF LIABILITY. THE MAXIMUM LIABILITY OF CPS FOR LOSSES CAUSED BY A PRODUCT DEFECT, FAILURE, OR ANY DAMAGE IS LIMITED SOLELY TO THE ACTUAL PURCHASE PRICE OF THE PARTICULAR PRODUCT(S) RECEIVED BY CPS FOR THE PRODUCT THAT RESULTED IN THE LOSS OR DAMAGE, PLUS ANY CPS PRE-APPROVED TRANSPORTATION CHARGES ACTUALLY PAID FOR SUCH PRODUCT(S).

WAIVER. IN NO EVENT SHALL CPS BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT (INCLUDING ALL LOSSES OR DAMAGE TO PROPERTY OR FOR ANY ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM), STRICT LIABILITY, THE UNIFORM COMMERCIAL CODE, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, INCLUDING BUT NOT LIMITED TO, THE COST OF LABOR, RE-QUALIFICATIONS, REWORK CHARGES, ANY DELAY DAMAGES, LOST PROFITS, TAX ABATEMENTS, LOST REVENUE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, INVESTMENT LOSSES, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, AND CLAIMS ARISING FROM THIRD PARTY CONTRACTS, OR ANY SIMILAR LOSSES OR DAMAGES, EVEN IF CPS HAS BEEN ADVISED OF OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

INDEMNIFICATION – READ THIS CAREFULLY

YOU SHALL INDEMNIFY AND HOLD HARMLESS CPS, SHANGHAI CHINT POWER SYSTEM CO., LTD., AND ITS AFFILIATES AND LICENSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, DISTRIBUTORS, AND SUPPLIERS FROM AND AGAINST ANY CLAIMS, INCLUDING NEGLIGENCE CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM YOU OR YOUR ASSIGNEES' INSTALLATION, OPERATION, USE, AND/OR MAINTENANCE OF ANY PRODUCT NOT IN STRICT ACCORDANCE WITH CPS POLICIES, RULES, MANUALS, AND/OR INSTRUCTIONS, OR CONTRARY TO ANY LOCAL, STATE, REGIONAL, PROVINCIAL, TERRITORIAL, FEDERAL, OR INTERNATIONAL LAWS, CODES, AND/OR REQUIREMENTS, MISUSE, ABUSE, NEGLIGENCE, OR ANY UNLAWFUL ACT, ERROR, OR OMISSION.

CLASS ACTION/JURY TRIAL WAIVER. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED A PRODUCT FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S 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. YOU AGREE THAT, BY BUYING OR USING A CPS PRODUCT, YOU ARE 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.

CONFLICTS. IN THE EVENT OF ANY DISCREPANCY BETWEEN OTHER APPLICABLE QUALITY GUARANTEE OR AFTER-SALES PROVISIONS AND THIS WARRANTY, THIS WARRANTY SHALL PREVAIL. IN THE EVENT THAT PROVISIONS OF THIS WARRANTY ARE IN CONTRADICTION WITH APPLICABLE LAWS OR REGULATIONS, THE LATTER SHALL HAVE TOP PRIORITY AND THIS WARRANTY SHALL BE REFORMED. THE RIGHT OF MODIFICATION AND INTERPRETATION OF THIS WARRANTY IS RESERVED BY SHANGHAI CHINT POWER SYSTEM CO., LTD. IN ITS SOLE DISCRETION AND WITHOUT NOTICE.