



## 10 Year Warranty

### Limited Warranty

PV Powered, Inc. provides a limited warranty for your residential or commercial inverter and optional data monitoring module for defects caused by material or manufacturing flaws. The inverter and the data monitoring module must be installed and maintained by a qualified technician in order for the warranty to be valid.

### Term of Coverage

The warranty period for the inverter is ten years and the warranty on the data monitoring module is one year, each beginning on the date of purchase by the original end user.

### Coverage

PV Powered will, at its option, repair or replace the defective component(s) free of charge, provided that you notify PV Powered of the defect during the warranty period, have a dated proof of purchase and PV Powered determines that the defect is covered by the limited warranty set forth above. PV Powered reserves the right to inspect the defective component(s) and determine if the defect is due to material or manufacturing flaws. PV Powered also reserves the right to charge a fee for service time expended if the defect is not due to material or manufacturing flaw or is not for some other reason subject to this limited warranty.

PV Powered will, at its option, 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, 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 period expires later. All replaced products and all parts removed from repaired products become the property of PV Powered.

For defects covered by this limited warranty, PV Powered will provide, at no additional cost to the customer, both parts and labor necessary to repair the product, and return shipment to the customer via a PV Powered selected, non-expedited, surface freight carrier within the United States and Canada.

### What is Not Covered

PV Powered does not warrant its products from any and all defects or damage caused by:

- Normal wear and tear
- Shipping or transportation damages
- Improper installation
- Excessive voltage or current conditions from the electrical grid or PV panels
- Exposure to unsuitable environmental conditions  
(including but not limited to damage due to lightning strikes, storm, fire, flood, etc.)
- Unauthorized or abnormal use or operation
- Negligence or accidents
- Material or workmanship not provided by PV Powered or its authorized service centers

This warranty also does not cover costs related to the removal, installation, or troubleshooting of your electrical systems.

### Disclaimer and Limitation of Liability

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, PV POWERED EXPRESSLY EXCLUDES ALL WARRANTIES WITH RESPECT TO THE INVERTER AND DATA MONITORING MODULE, 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 THE CUSTOMER 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 INVERTER OR DATA MONITORING DEVICE. PV POWERED WILL NOT BE LIABLE TO YOU 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 ORIGINAL PRICE FOR THE INVERTER AND DATA MONITORING MODULE AND PV POWERED'S OBLIGATIONS UNDER THIS EXPRESS LIMITED WARRANTY ARE CONSIDERATION FOR LIMITING PV POWERED'S LIABILITY.

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 LIMITED WARRANTY. SOME STATES AND PROVINCES 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 LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

### Arbitration

IN THE EVENT OF A DISPUTE BETWEEN PV POWERED AND ANY PURCHASER COVERED UNDER THIS WARRANTY, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE PURCHASER AGREES TO RESOLVE ANY AND ALL SUCH DISPUTES USING BINDING ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE ARBITRATION SERVICE OF PORTLAND, INC. AND JUDGMENT UPON AWARD RENDERED PURSUANT TO SUCH ARBITRATION SHALL BE BINDING ON THE PARTIES. THE LOCATION FOR ANY ARBITRATION HEARINGS SHALL BE BEND, OREGON. THE PRICE FOR THE INVERTER OR DATA MONITORING DEVICE AND PV POWERED'S OBLIGATIONS UNDER THIS EXPRESS LIMITED WARRANTY ARE CONSIDERATION FOR THIS BINDING ARBITRATION PROVISION.

### Miscellaneous Provisions

This limited warranty will be governed and interpreted exclusively in accordance with the laws of the state of Oregon, without reference to provisions concerning conflicts of laws. If any provision of this limited warranty is found by any court or arbitrator to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected thereby. This limited warranty constitutes the entire contract between the parties concerning the subject matter of this warranty and supersedes all marketing brochures and other expectations, understandings, communications, representations and agreements, whether verbal or written, between the parties.