



ENTELIGENT

LIMITED WARRANTY

**Enteligent's Module-Level Power Electronics
Rapid Shutdown Device with Power Optimization**

ENTELEGENT LIMITED WARRANTY

Enteligent Inc. ("Enteligent") supplies Module-Level Power Electronics Rapid Shutdown Device with Power Optimization products ("Product").

This Enteligent limited warranty ("Limited Warranty") warrants that the Product listed above will be free from significant defects in material and workmanship for the applicable duration ("Limited Warranty Period").

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, ENTELEGENT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Limited Warranty Period

Unless specifically stated otherwise, the Limited Warranty Period is twenty-five (25) years commencing on the earlier of ("Limited Warranty Start Date"):

1. four (4) months from the date the Product is shipped from Enteligent; or,
2. the date of Product installation,

but shall not exceed the maximum of:

1. the Photovoltaic (PV) Module product warranty period, and
2. the PV Module power warranty periods provided by the applicable PV module manufacturer.

Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Product. Third Party Products are not covered by Enteligent's warranty. For the avoidance of doubt,

ENTELEGENT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Enteligent shall not be liable for a breach of the warranty set forth herein unless: (i) consumer gives written notice of the defect, reasonably described, to Enteligent immediately when you discover or ought to have discovered the defect; (ii) Enteligent is given a reasonable opportunity after receiving the notice to examine the Product and Enteligent reasonably verifies Buyer's claim that the Product is defective.

To obtain service under this Limited Warranty, the holder of the Limited Warranty must comply with the Return Merchandise Authorization (RMA) procedures which can be found at www.enteligent.com.

Subject to the terms and conditions listed below, Enteligent will fulfill its warranty obligation by one of the following methods:

1. Repair the Product,
2. Replace the Product, or any defective parts thereof, or
3. Refund the prorated value of the Product, based on the remaining warranty period of the Product.

The decision to resolve warranty defects by repair, replacement, or refund will be made at Enteligent's sole discretion. A licensed contractor approved by Enteligent should be used for all installations or repairs in connection with the Product.

THE REMEDIES SET FORTH ABOVE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND ENTELIGENT'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

THE FOLLOWING CONDITIONS ARE NOT COVERED BY THIS LIMITED WARRANTY:

1. Faults or damage caused by installation error, has been subjected to abuse, misuse, negligence, improper maintenance, neglect, altering, tampering, abnormal physical stress, abnormal environmental conditions or careless operation or handling of the Product that are not in accordance with the manufacturer's instructions, or if it is used for other than the intended purpose after the Product has been delivered and accepted by the receiving party – whether performed by a contractor, a service company, or yourself.

2. Normal wear and tear due to the normal aging of the Product, including parts that are expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturer defects but are indicative of normal wear and tear.
3. Ancillary components (i.e. cables, breakers, fuses, wires and connectors) whether supplied by Entelgent or others.
4. Consumable parts designed to be replaced over time during the life of the covered Product.
5. Replacement of house fuses, resetting of circuit breakers, or correcting wiring; or failure of the Product caused by the delivery of incorrect electrical current or voltage.
6. Failure of the Product to perform during power failures, interruptions, or inadequate electrical service.
7. Cosmetic damage not reported in the first 48 hours after delivery. All Products must be inspected before installation.
8. Discoloration, rust, or oxidation resulting from caustic or corrosive environments including but not limited to high chlorine or fluorine concentrations, exposure to hazardous or harmful chemicals, high moisture, humidity, or high salt concentrations. Installation applications within 5 miles (8 kilometers) of a body of salt water are considered high salt concentration environments.
9. Damage from rodents, insects or other animals.
10. Instances where the Product has been installed in proximity to pools, hot tubs, greenhouses, walk-in freezers or refrigeration units, or other extreme environments.
11. Damages caused by services performed by unauthorized service companies, or parts obtained from persons or third parties other than authorized service companies.
12. Replacement parts or repair labor for Products with original model/serial numbers removed, altered, or not easily determined or not approved by Entelgent.
13. Service surcharges including, but not limited to, any after-hours, weekend, or holiday service calls, travel expenses for service calls to remote areas where service by an authorized servicer is not available.

14. Force Majeure: Loss, damage, or injury caused in whole or in part by natural calamities, or acts of God, including but not limited to earthquakes, tornadoes, tropical storms, hurricanes, mudslides, volcanic eruptions, lightning, windstorm, fires, smoke, hail, floods, explosions, biological infestations, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, power surges or failures, aircraft, vehicles, falling objects, riots and civil commotion, war, nuclear explosions or radiation, theft, vandalism, or accidents.

15. Labor: This Limited Warranty does NOT include labor or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electrical codes. For items that are designed to be maintained or replaced by the owner, the owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting, or dismantling the system and parts. Improper installation may endanger the occupants of the building. The original purchaser may be covered by a separate installation warranty from the general contractor or licensed professional who installed the Product.

16. Industrial/Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to light commercial and residential applications – including multi-family apartment units, schools, professional office buildings, retail, hospitality guest rooms, and other similar installation applications only. Excluded from this limited warranty are industrial or heavy commercial operating environments and usage scenarios that significantly differ from normal residential usage patterns and operating conditions. Examples include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), and other high-volume, heavy-use, harsh or chemically caustic environments. If there are questions as to the type of use that is considered “Light Commercial”, please contact your Entelligent sales representative before purchase and installation.

Repair or replacement costs for any circumstances not covered by this warranty shall be borne by the owner.

This warranty is not in force until full payment has been received for the covered Products.

This Limited Warranty applies only to units that are installed by contractors who are licensed for solar installation under applicable local and state law, and who install the units in accordance with (i) all applicable building codes and permits: (ii) manufacturer's installation and operation instructions: and (iii) good trade practices.

All equipment requires annual maintenance performed by a competent service technician. Lack of annual maintenance or failure to provide proof of proper annual maintenance may result in denial of claims under warranty.

Enteligent does not warrant that the operation of covered Products will be uninterrupted or error-free. This warranty does not constitute a performance warranty and does not extend to the future performance of goods. The buyer's sole remedies under this warranty are limited to repair, replacement, or refund in the event a part fails due to a defect in material or workmanship.

This warranty is not a statement of the expected useful life of any Enteligent product.

The product's rating plate must not be removed or defaced.

During the limited warranty period, Enteligent will fix any embedded software issues that have a significant negative effect on the Product's performance. It is your responsibility to backup any data you may have stored or preserved from the Product. It is likely that such data will be lost or reformatted during warranty service, and Enteligent is not responsible for any such damage or loss.

The original warranty period is not extended by repair or replacement activities. Defective parts must be made available to Enteligent in exchange for the replacement parts and become the property of Enteligent.

This warranty is extended to the original purchaser or owner at the original installation location and is non-assignable and non-transferable.

Entelligent's total liability or cost, for the life of this warranty, is limited to, and capped at, the original purchase price of the warranted Product(s) – whether the claim is based on strict liability, negligence, breach of warranty or any other theory or cause of action.

DISCLAIMER OF IMPLIED WARRANTIES

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ARE DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ENTELLIGENT OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM ENTELLIGENT AND REPRESENTS THE SOLE REMEDY TO THE OWNER OF ENTELLIGENT PRODUCTS EXCEPT AS OTHERWISE REQUIRED BY LAW. ENTELLIGENT MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW. ENTELLIGENT DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING

BUT NOT LIMITED TO LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE TOTAL OF THE AMOUNTS PAID TO ENTELIGENT FOR THE PRODUCTS SOLD HEREUNDER.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

WARRANTY CLAIMS

All warranty service is provided exclusively by Enteligent's authorized service provider network. To schedule service or to order spare parts, please visit www.enteligent.com or by calling +1-888-259-4600.

Product part number, serial number, and proof of purchase are required to support any warranty claim.



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www.enteligent.com