

OPTI-Solar Commercial and Residential Inverter Warranty

(For the United States of America only)

Limited Warranty

OPTI-Solar provides a limited warranty for defects caused due to material or manufacturing flaws for our residential or commercial inverter and optional data monitoring systems. In order for the warranty to be valid our inverter and the data monitoring systems should be installed and maintained by a qualified technician only.

Term of Coverage

We provide 6 years warranty for our inverter and 1 year warranty for data monitoring system, each beginning on the date of purchase by the original end user.

Coverage

OPTI-Solar will, at its option, repair or replace the defective component(s) free of charge only if you notify OPTI-Solar about the defect during the warrant period and provide us with the proof of date of purchase. OPTI-Solar reserves the right to determine if the defect(s) is/are covered by the limited warranty set forth above, if not then OPTI-Solar reserves the right to charge fee for service time expended. i.e. Limited warranty for defects caused due to material or manufacturing flaws material or manufacturing flaws.

OPTI-Solar will, at its option, use new and/or reconditioned parts in performing warranty repair and/or in building replacement products. OPTI-Solar reserves the right to use parts or products of original or improved design in the repair or replacement. If OPTI-Solar repairs or replaces a product/part, its warranty will continue 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 OPTI-Solar. For defects covered by this limited warranty, OPTI-Solar 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 OPTI-Solar's selected, non-expedited, surface freight carrier within the United States.

What is Not Covered

OPTI-Solar does not warrant its products from any and all defects or damage caused by:

1. Normal wear and tear
2. Shipping or Transportation damages
3. Improper Installation
4. Improper Maintenance
5. Excessive voltage or current conditions from the electrical grid or PV panels.
6. Exposure to unsuitable environmental conditions (including ,but not limited to damage due to Lightning strikes, storm, fire, flood, etc.)
7. Physical Damage
8. Unauthorized or abnormal use, repair, modification, or operation
9. Negligence or Accidents
10. Material or workmanship not provided by OPTI-Solar or its authorized service centers
11. This warranty also does not cover costs related to the removal, installation, or troubleshooting of your electrical systems.

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Disclaimer and Limitation of Liability

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, OPTI-Solar EXPRESSLY EXCLUDES ALL WARRANTIES WITH RESPECT TO THE INVERTER AND DATA MONITORING SYSTEM, 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, OPTI-Solar'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 OPTI-Solar FOR THE INVERTER OR DATA MONITORING SYSTEM. OPTI-Solar 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 OPTI-Solar HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ORIGINAL PRICE FOR THE INVERTER AND DATA MONITORING SYSTEM AND

OPTI-Solar's OBLIGATIONS UNDER THIS EXPRESS LIMITED WARRANTY ARE CONSIDERATION FOR LIMITING OPTI-Solar 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 OPTI-Solar 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 AMERICAN ARBITRATION ASSOCIATION®(AAA), AND JUDGMENT UPON AWARD RENDERED PURSUANT TO SUCH ARBITRATION SHALL BE BINDING ON THE PARTIES. THE LOCATION FOR ANY ARBITRATION HEARINGS SHALL BE BEND, CALIFORNIA. THE PRICE FOR THE INVERTER OR DATA MONITORING SYSTEM AND OPTI-Solar'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 California, 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.