

INVERTER AND DTU STANDARD LIMITED WARRANTY

APTOS SOLAR TECHNOLOGY LLC



Under this Limited Warranty (this “**Limited Warranty**”), Aptos Solar Technology LLC (“**Aptos**”) grants the Limited Product Warranty (as defined below) to the original end user purchaser, the authorized reseller and installer (the “**Covered Customer**”), with respect to its Micro-inverters (the “**Inverter**”) and Data Transfer Unit (the “**DTU**”; collectively with the Inverter, the “**Covered Product(s)**”) during the Warranty Period (as defined below), subject to the terms, conditions, exclusions, and limitations set forth below.

1. Products Covered in this Limited Warranty and Warranty Period

This Limited Warranty applies to the Inverter (such warranty is referred to as the “**Inverter Limited Warranty**”) and DTU (such warranty is referred to as the “**DTU Warranty**”), which Aptos sells, during the 300 months for the Inverter (the “**Inverter Warranty Period**”) and 24 months for DTU (the “**DTU Warranty Period**”; collectively with the Inverter Warranty Period, the “**Warranty Period**”). The Warranty Period commences from the date on which the Covered Product is commissioned by the Covered Customer. This Limited Warranty does not apply to any ancillary products attached or connected to the Covered Product.

This Limited Warranty is applied to the Covered Product in original form installed by a suitably qualified professional authorized by Aptos (the “**Qualified Professional**”) for the Covered Customer and is transferrable, with prior written consent from Aptos, only if the Covered Product remains installed in the original use location (the “**Original Location**”).

This Limited Warranty is conditioned on the Covered Customer registering the Covered Product within 45 days from the date of first installation (the “**Registration**”). If the Covered Customer is a resident of California, Connecticut, or any other state or province that forbids the return of a registration card as a condition precedent to any warranty coverage offered hereunder, then the registration requirements described herein shall not apply.

2. Limited Product Warranty – Repair or Replacement Remedy

- 2.1. Repair or Replacement. Aptos shall, at Aptos’ option, either repair or replace the Covered Products or refund the purchase price paid for the Covered Products. Subject to the terms, conditions, exclusions, and limitations set forth herein, the repair or replacement remedy shall be the sole and exclusive remedy provided under the Limited Warranty and shall not extend beyond the period set forth herein. The repair, replacement or the provision of extra Covered Product does not mean that the Warranty Period is renewed, and the original Product Warranty Period shall not extend.
- 2.2. Required Information. In order for this Limited Warranty to be available and provided, the following items must be presented to Aptos: product model, product serial number, failure code, and failure comment, subject to the terms and conditions set forth in the purchase invoice, detailed information about the entire systems (e.g., system schematic), documentation of previous claims, repairs or replacements (if applicable), and RMA. Aptos reserves the right to refuse repair or replacement if adequate information required herein is not provided.

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- 2.3. Maximum Input Power. The maximum PV input power cannot exceed 1.35 times of the Inverter rated power; otherwise, the Inverter Warranty Period will last only for 12 years.
- 2.4. Inspection Charge for Defect Not Discovered. If an allegedly defective Covered Product is returned to Aptos pursuant to this Limited Warranty and Aptos discovers such Covered Product has no defect or otherwise not qualified for replacement, Aptos reserve the right to apply a reasonable inspection charge of less than One Hundred Dollars per unit, plus shipping and packing costs.
- 2.5. Covered Product Replacement Procedures. The Covered Customer must provide Aptos with the Required Information set forth in Section 2.2. The following steps must be followed by the Covered Customer.
- The Covered Customer must contact Aptos and provide Aptos with the Required Information in Section 2.2.
 - If the Covered Product is deemed defective, Aptos will raise and create a case number for the Covered Product.
 - Aptos will dispatch a replacement of the Covered Product within 3 business days from the date when the case number is created. The replacement Covered Product will be shipped to the Covered Customer at Aptos' costs.
 - A Qualified Professional will install the replacement and repack the defective Covered Product.
 - For the defective Covered Product, Aptos will cover the cost of collection and shipment of the defective Covered Product and the Covered Customer will pay any applicable value added tax if applicable.
 - If Aptos does not receive the defective Covered Product within 10 business days from the receipt of the replacement Covered Product by the Covered Customer, Aptos may charge the reasonable cost for the lost Covered Product which is allegedly defective, which is up to 80% of the sales price.

3. Exclusions and Limitations

- 3.1 In any event, all warranty claims must be received by Aptos within the (respective) Warranty Period for this Limited Warranty to be effective.
- 3.2 The "Inverter Warranty" and the "DTU Warranty" do not apply to any defects in each of the Covered Products to the extent Aptos can reasonably demonstrate that the defects arose from the following:

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- Misuse, abuse, neglect or accident in storage or transportation, or handling, installation, application, alteration, use or service of the Covered Products not in accordance with the Installation and User Manual;
- Removal of the Covered Products and reinstallation at a new site;
- Installation of the Covered Product on mobile platforms (other than single- or dual-axis trackers) or in a marine environment; direct contact with corrosive agents or saltwater; pest damage;
- Malfunctioning system components (other than the Covered Products) and other operating conditions, which are not expressly allowed in the Installation and User Manual;
- Repair or modification of the Covered Product by someone other a Qualified Professional;
- Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events that could not reasonably be known or understood at the time the Covered Customer purchased the Covered Product;
- Faulty wiring work, faulty installation work or faulty handling during such work;
- Power failure, power surge, lightning, flood, accidental damage or force majeure or act of God, including but not limited to weather, fire, flooding, war, riot, government intervention, strikes, social interruption, embargo, market conditions;
- Operation under ambient conditions or using methods deviating from the Installation and User Manual;
- Improper or noncompliant use;
- Improper installation, commissioning, start up or operation (contrary to the guidance detailed in the installation manual supplied with each of the Covered Products);
- Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- Installation in corrosive environment;
- Damage during transportation;
- Unauthorized repair attempts;
- Unauthorized removal and reinstallation from the Original Location;
- Normal appearance wears out including discolor and scratch;
- The defective has no impact on the power generation after two years since warranty affective date, including LED indicator failure;

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- Damages caused by defects of other components connected to; and
- Any deterioration in appearance of the Covered Products (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Covered Products which occur after delivery to Customer

In addition, the Limited Warranty does not cover cosmetic blemishes associated with installation, or the normal wear and tear of the Covered Products.

- 3.3 This Limited Warranty does not cover any costs associated with installation, removal, or re-installation of the Covered Product, nor inspection costs if defects are not found on the Covered Product.
- 3.4 Warranty claims will not be honored if the type or serial number of the Covered Products have been altered, removed, or made illegible.
- 3.5 This Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the Covered Customer's electrical systems.
- 3.6 This Limited Warranty does not cover cosmetic or superficial defects, dents, marks, or scratches, which do not affect the proper functioning of the Covered Product.

4. Limitation of Warranty Scope

- 4.1. Limitation of Warranty and Liability. This Limited Warranty set forth herein is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Aptos. Under no circumstances shall Aptos be liable for indirect, incidental, consequential or special damages, unless said damages arise directly from sole the acts, omissions, or gross negligence of Aptos. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. In no event shall Aptos' aggregate liability arising out of or related to the sale of the Covered Products, whether arising out of or related to breach of contract, tort (including negligence) or otherwise (including but not limited to all costs, expenses, and fees) exceed the total of the amounts paid to Aptos for the Covered Product sold hereunder. This Limited Warranty does not extend beyond the original cost of the Covered Product.

Aptos shall have the right to provide a different type or model of the Covered Product if Aptos is unable to replace the same type or model of the Covered Product.

- 4.2 Disclaimer of Warranties. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY APTOS AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE USAGE OF TRADE, OR OTHERWISE (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY APTOS IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS ON THE DURATION OF AN IMPLIED WARRANTY OR FOR EXCLUSIONS OR LIMITATIONS ON LEGAL WARRANTIES. WHERE SUCH LAWS APPLY TO THE COVERED OWNER, SOME OR ALL OF THE EXCLUSIONS OR LIMITATION MAY NOT APPLY TO COVERED OWNER, AND SUCH COVERED OWNER MAY HAVE ADDITIONAL RIGHTS. THIS LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

5. Obtaining Warranty Performance

If the Covered Customer has a justified claim covered by this Limited Warranty, the Covered Customer shall promptly upon becoming aware of such claim, process such claim in accordance with the following procedures:

- 5.1 The Covered Customer shall first contact the seller from which the Covered Customer purchased the Covered Product.
- 5.2 In the event that the original seller is no longer in existence or cannot be reached, or if the Covered Product was purchased originally from Aptos, the Covered Customer shall notify Aptos by a certified, registered mail or nationally recognized carrier (e.g., FedEx, UPS or DHL) to the address below, specifying each claim including evidence of claims and the serial number of the Covered Product, with receipt of purchase, pictures of the affected Covered Product and power output data (if applicable).

Aptos Solar Technology LLC
Attn: Customer Warranty Services
8207 Callaghan Rd, STE 100 San
Antonio, Texas 78230
Email: info@aptossolar.com

- 5.3 Aptos will not accept the return of allegedly non-conforming Covered Product unless prior written authorization has been provided by Aptos.
- 5.4 In the event a warranty claim is rejected by Aptos, the Covered Customer is entitled to challenge the results by appealing to an accredited, first class testing laboratory that is approved by both parties.

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5.5 Any claim for breach of this Limited Warranty must be brought within sixty (60) days after discovery of the non-conformance.

6. Severability of Clauses

If any part of clause of this Limited Warranty is considered invalid or ineffective or not executable, or this part or clause to some people or some conditions is deemed invalid or ineffective or not executable, this situation shall not affect effectiveness of other parts or clauses of this Limited Warranty. In such case, the other parts or clauses of this Limited Warranty or the applicability of this Limited Warranty are considered independently effective.

7. Force Majeure

If Aptos' performance under this Limited Warranty is rendered impossible or delayed by, in the event of or due to earthquake, fire, flood, act of God, epidemics, terrorist acts or the public enemy, invasion, hostilities, strikes, lockouts and other similar labor actions, wars, riot, delay in transportation, shortage of materials, perils of the sea, government regulation or actions, embargo, or any other extraordinary and non-foreseeable cause where the failure to perform or delay is beyond the reasonable control of Aptos, Aptos failure shall be excused.

8. Transferability

This Limited Warranty will cover the Covered Customer and can be transferred to any successive owners with prior written consent from Aptos if the Covered Product's installation is unchanged from the Original Location.

9. Dispute Resolutions

This Limited Warranty will be governed by and interpreted and enforced in accordance with the laws of the State of California and the federal laws of the United States applicable therein without regard to applicable conflict of laws principles. The Covered Customer agrees that any suit, action, or other legal proceeding by or against Aptos with respect to or arising out of this Limited Warranty shall be brought exclusively in the Superior Court of California, County of Orange, or the United States District Court for the Southern District of California. The prevailing party shall be entitled to the legal costs from the non-prevailing party.