



Solar Contractor Ten Year Limited Solar System Warranty

- 1. Limited Solar System Warranty – Repair or Replacement.** The Solar System has a limited 10-year warranty (“Warranty”) against defective workmanship, system or component breakdown. This 10-year limited Warranty covers the Solar System only and provides for no-cost repair or replacement of the Solar System or its components, including any associated labor during the warranty period. The separately included original equipment manufacturer (“OEM”) warranties for the solar panels, inverters and frames are in lieu of and not in addition to this Warranty. Owner should see the OEM warranties for the terms and conditions that apply to the warranties on those components; Solar Contractor does not provide additional warranty coverage on OEM components. Repair or replacement as provided under this Warranty is the exclusive remedy of Owner. The warranty period will not be extended, nor will a new warranty period begin, upon any repair or replacement conducted under this Warranty. Solar Contractor may repair or replace the Solar System or its components with new or refurbished components at Solar Contractor’s sole discretion. This Warranty does not warrant a specific power output, which shall be exclusively covered under the OEM module manufacturer’s warranty associated with the Solar System. The warranty period begins upon the date of substantial completion as defined in the sales contract for the Solar System.
- 2. Limited Roof and Installation Warranty.** The roof penetrations and installation work on the Solar System are warranted for 4 years for patent (obvious) defects and 10 years for latent (hidden) defects in accordance with California law. This limited roof and installation warranty provides that the installation and roof work will be free from defective installation during the respective warranty periods, which commence upon substantial completion of the Solar System.
- 3. Obtaining Warranty Performance.** Repair or replacement of any defective parts or workmanship are the sole remedies under this limited warranty with such remedy chosen at Solar Contractor’s sole discretion. Solar Contractor suggests that you retain the sales contract for the Solar System as evidence of the date of substantial completion. To obtain warranty service, Owner must provide notification of the claim within the warranty period along with evidence of the date of purchase either via email to darlene@eastbaypowersystems.com with “Solar Contractor Warranty Claim – Operations Dept.” in the subject line or in writing to:

Solar Contractor

Attn: Warranty Claim – Operations Dept.

Upon receipt of a warranty claim, Solar Contractor or its designated representative shall conduct tests to determine if warranty coverage is applicable. Solar Contractor's tests shall be the sole determination for purposes of warranty settlement with respect to the Warranty. Solar Contractor reserves the option to repair, replace or refund the Solar System or its components. Any refund will be pro-rated by the number of years and/or months from the date of purchase. The return of any Solar System components will not be accepted by Solar Contractor unless accompanied by a valid Return Material Authorization Number ("RMAN") and prior written authorization by Solar Contractor.

4. Exclusions. This Warranty excludes the following conditions:

- a. Failure to properly operate or maintain the Solar System in accordance with Solar Contractor's printed instructions provided with the Solar System;
- b. Any repair or replacement using a part or service not provided or authorized in writing by Solar Contractor;
- c. Damages caused by, in Solar Contractor's absolute judgment, Owner or third party abuse, accident, alteration, improper maintenance or installation, removal by anyone other than an Solar Contractor or authorized Solar Contractor representative, misuse, negligence or vandalism, riots, animal damage, or environmental pollution such as soot, salt damage, or acid rain, or earthquake, fire, flood, extreme weather conditions such as high wind or frozen water buildup, or other acts of God or other unforeseen conditions that are beyond Solar Contractor's control;
- d. Solar System with the type or serial number(s) altered, removed, or illegible;
- e. Solar System installed in a mobile or marine environment; and
- f. Cosmetic defects, such as discoloration or scratches, caused by normal wear and tear.

5. Limitation of Warranty Scope. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE SOLAR SYSTEM AND WORK PERFORMED PURSUANT TO THE WARRANTY. SOLAR CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON SOLAR CONTRACTOR'S PART. SOLAR CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE SOLAR SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE SOLAR SYSTEM, OR FROM USE OF INSTALLATION. IN NO EVENT SHALL SOLAR CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. SOLAR CONTRACTOR'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE OWNER FOR THE SOLAR SYSTEM OR SERVICE(S)

FURNISHED OR TO BE FURNISHED, WHICH IS THE SUBJECT OF THE WARRANTY CLAIM.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

6. **Replacements.** System components that are replaced by Solar Contractor shall become the property of Solar Contractor. Solar Contractor reserves the right, at its sole option, to deliver another type of new or refurbished System component that may differ in size, color, shape, model number, and/or power level.
7. **Notice.** Any notice required or permitted under this Warranty shall be deemed given, if in writing, on the fifth (5th) day after deposit in the U.S. Mail, first-class postage prepaid, and addressed to the Party at the address shown in this Warranty, although such address may be changed by written notice from one Party to the other as necessary.
8. **Assignment; Third-Party Beneficiaries.** Owner may not transfer or assign this Warranty and its rights and obligations herein to a successor or purchaser of the Solar System or property upon which the Solar System is installed, including any interest therein, without the written consent of Solar Contractor. There are no third-party beneficiaries to this Warranty. Nothing in this Warranty shall create a contractual relationship with or a cause of action in favor of a third-party against Solar Contractor. Notwithstanding the above, if all or any part of Owner's purchase of the Solar System is to be financed through a financial institution, Owner may assign its rights hereunder to such institutions. Solar Contractor will make, execute and deliver all forms reasonably required by a lender for such purpose.
9. **Disputes.** Any controversy or claim arising out of or relating to this Warranty, or breach thereof, shall be settled by mediation under the Home Construction Mediation Procedures of the American Arbitration Association. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this Warranty or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Home Construction Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be the city in which Solar Contractor's principal office is located. The prevailing party in any legal action or arbitration proceeding related to this Warranty shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding.

BECAUSE WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER SOLAR CONTRACTOR NOR OWNER WILL HAVE THE RIGHT TO LITIGATE THEIR DISPUTES IN COURT OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE ARBITRATION PROCEEDING. NEITHER PARTY WILL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE

OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Owner has read this Warranty and understands its terms and conditions are part of its purchase of the Solar System.

Printed Name: _____

Date: _____

Signature: _____