

Powur Care Limited Warranty

This Powur Care Limited Warranty is in addition to the Limited Warranty provided in your Solar Installation Agreement. All terms of the Solar Installation Agreement Limited Warranty apply, and this Powur Care Limited Warranty provides additional and more comprehensive warranty coverage. Except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose on the Component(s) is limited in duration of this Limited Warranty. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

DEFINITIONS

1. "Limited Warranty" means this limited warranty that is provided as part of the installation of Component(s);
2. "Component(s)" means the solar systems panels and inverters installed on residential property by Powur PBC, as represented on the Solar Installation Agreement;
3. "Covered Defects" means any and all defects that meet the Limited Warranty Conditions and is not otherwise excluded by the Limitations and Exclusions;
4. "Installed Location" means the location on which the Component(s) was originally installed;
5. "Warrantor", "We", "Us", or "Our" means Powur PBC, 2683 Via De La Valle #321G, Del Mar, California 92014, the installer of the Components and entity responsible for fulfilling the terms of this Limited Warranty;
6. "Warranty Holder", "You", or "Your" means the original purchaser and subsequent owner(s) of the Installed Location;
7. "Limited Warranty Start Date" means the date the original equipment, including Components, has received Permission to Operate by Your local utility.

WHAT THIS LIMITED WARRANTY COVERS: We warrant the following

- A. That the installation of Component(s) at the Installed Location is free from defective equipment and installation workmanship errors for 30 years from the Limited Warranty Start Date, subject to the terms and conditions set forth in this Limited Warranty.
- B. That the installation of Component(s) will be free from installation workmanship errors and therefore the roof will be weather-tight following installation. This roof penetration limited warranty is for 30 years from the Limited Warranty Start Date, subject to the terms and conditions set forth in this Limited Warranty.
- C. If a Covered Defect occurs to the Component(s) or if the roof experiences leaks or other identifiable external penetration caused by the installation of the Component(s), in our sole discretion and at our expense, we will either repair, replace, or provide a refund for the specific Component(s) and provide the labor necessary to diagnose the Covered Defect(s) according to the terms and conditions stated herein. This Limited Warranty provides coverage for parts, labor, and limited travel.

LIMITED WARRANTY DURATION AND GEOGRAPHIC LIMITS

This Limited Warranty is in effect thirty (30) years from the Limited Warranty Start Date. This Limited Warranty is valid in the United States of America and U.S. territories.

HOW TO OBTAIN WARRANTY SERVICE

To file a warranty claim, you can either go online to chat.powur.com, email customer@powur.com, or call 866-GO-POWUR (467-6987) within 30 days of discovery of the defect. To obtain service, you will need to provide the name and address of the project under review. We will review a warranty claim and, if approved, we will provide service under this Limited Warranty within a commercially reasonable amount of time. We will provide engaged customer support throughout the claims process, including identifying issues and providing clear and ongoing communication regarding the steps necessary to diagnose and repair the Component(s) experiencing Covered Defects, subject to the Conditions and Exclusions herein.

LIMITED WARRANTY CONDITIONS:

The following requirements must be met in order to receive coverage under this Limited Warranty

1. Repair or replacement will be made with new, remanufactured, or refurbished panel(s) or inverters. The replaced parts shall become the property of Powur PBC. In the event the component(s) are no longer available, Powur PBC reserves the right, at its sole option, to deliver new or remanufactured component(s) that may differ in size, color, shape, model number, and/or power level.
2. This Limited Warranty covers both parts and labor necessary to repair the defective Component(s), including labor costs related to uninstalling the defective Component(s) or reinstalling the repair or replacement Component(s), subject to the Limitations and Exclusions.
3. You must fulfill certain obligations under this Limited Warranty in order to be provided service. You must not inhibit the processing of warranty claims. This includes you being responsive to our requests for documents/proof of Covered Defects, responding timely to the scheduling of warranty repair services, being present at the Installed Property if expressly requested by us, and generally not impeding warranty repair progress. If you unduly restrict our ability to process and repair a Covered Defect within a reasonable amount of time, this Limited Warranty will be terminated following sufficient notice to you (including two written warnings delivered via email or postal service of such Limited Warranty termination prior to such termination notice).

LIMITATIONS & EXCLUSIONS: The following limitations and exclusions apply

1. This Limited Warranty does not cover specific power output or production.
2. Damage to any components or any consequential damages caused by another service provider other than Powur PBC and/or the use of non-OEM part(s) are not covered.
3. If a Component(s) returned by you to Powur PBC is found not to have experienced a Covered Defect or if this Limited Warranty has expired by the time you make a warranty claim, You are responsible for payment of return shipping costs for the Component(s).
4. This Limited Warranty shall not extend beyond the period set forth herein, nor will a new limited warranty period begin, upon repair or replacement of Component(s).
5. This Limited Warranty does not cover, and Powur PBC will not be responsible for shipping damage or damage caused by mishandling by the freight carrier. Any such damage is the responsibility of the freight carrier.
6. Any parts covered by manufacturer warranties.
7. Any solar equipment sold and/or installed outside the geographic territory of the United States and U.S. territories.
8. Any solar equipment that has a serial number or any part thereof altered, defaced, or removed.
9. This Limited Warranty does not apply to unauthorized labor performed by a third party without consent from the Warrantor.
10. Storage equipment, including batteries.
11. Electric Vehicle chargers.
12. Enphase IQ Gateway, IQ Aggregator and Consumption CT products.
13. "Balance of System" items such as breakers, wires, miscellaneous electrical items, etc.
14. Damage and/or failure caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.
15. Damage and/or failure due to accidents, misuse, abuse, neglect, or rodent and/or insect infestation.
16. Damage and/or failure caused by external shock such as flying objects or external stress.
17. Damage and/or failure caused by environmental pollution such as soot, salt damage, or acid rain.
18. Damage and/or failure caused by devices and/or parts other than the panel(s) or by mounting methods of such devices and/or parts.
19. Damage and/or failure caused by improper or incorrectly performed maintenance, operation or modification.
20. Damage and/or failure caused by removal of any components from the original place of installment.

21. Damage and/or failure caused by repairs not in accordance with manufacturer's instructions or non-authorized technicians.
22. Damage and/or failure caused by inappropriate handling during storage, packaging or transportation.
23. Damage and/or failure caused by subsequent work performed post-installation which was not compliant with national and local electric codes.
24. Failure caused by natural forces (earthquakes, floods, lightning, hurricanes, heavy snow, etc.) and fire, power failures, power surges or other unforeseen circumstances that are beyond control.
25. Damage and/or failure caused by external stains or scratches that do not affect output; or by sound, vibration, rust, scratching, or discolorations that are the result of normal wear and tear, aging or continuous use.
26. Under no circumstances shall Powur Care be liable for any incidental, special or consequential damages including, without limitation, lost goodwill, lost revenues or profits, work stoppage, panel(s) failure, impairment of other goods, costs of removal and reinstallation of the panel(s), loss of use, injury to persons or property arising out or related to the panel(s).
27. Powur Care's total liability, if any, damages or otherwise, shall not exceed the invoice price paid by the customer for the panel(s) furnished, which is the subject of a claim or dispute.

IMPORTANT INFORMATION

1. This Limited Warranty is transferable only for the first ownership change of the Installed Location following the installation of the solar system. To transfer this Limited Warranty, you must provide us notice and proof of the change in ownership of the Installed Location.
2. The installation of the solar system (including Component(s)) may void your existing roof warranty, if any. You should check with the roofer or builder concerning any impact the solar system will have on an existing roof warranty. This Limited Warranty is not affected by any existing roof warranty.
3. The maintenance and warranty repair obligations may be assigned or transferred without your consent to a third party who will be bound to all the terms of the warranty. If a transfer occurs, you will be notified of any change to the address, e-mail address, or phone number to use for questions or payments or to request system maintenance or repair.