# Limited Warranty for Commercial Solar Equipment

**Warrantor**: Solar Insure, Inc., a Delaware corporation ("Warrantor" or "Solar Insure")

This Limited Warranty (this "Limited Warranty") applies to the Covered Equipment (as defined below) installed at the Address identified in the Warranty Certificate (the "Address" as defined below). Solar Insure agrees to repair, replace, or pay to repair or replace the Covered Equipment for a Covered Defect (as defined below), subject to all the terms, conditions, exclusions and limitations set forth below.

**THE TERMS AND CONDITIONS, SIGNED ADDENDUM, AND WARRANTY CERTIFICATE OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE WARRANTY HOLDER AND SOLAR INSURE. NO ORAL REPRESENTATIONS OR STATEMENTS MADE TO THE WARRANTY HOLDER SHOULD BE RELIED UPON BY THE WARRANTY HOLDER, INCLUDING ANY ORAL REPRESENTATIONS MADE TO THE WARRANTY HOLDER BY A CERTIFIED PROVIDER. SHOULD ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS, SIGNED ADDENDUM, AND WARRANTY CERTIFICATE EXIST, THE TERMS AND CONDITIONS PREVAIL.**

**Territory Coverage**

| Territory | Coverage |
|---|---|
| USA and Puerto Rico | Parts and Labor for Covered Defects subject to the terms, conditions, exclusions, and limitations set forth herein |

## 1. Definitions

1.1. **"Address"** means the real property location identified in the Warranty Certificate where the Covered Equipment is permanently installed and operates.

1.2. **"AVL," "Approved Vendor List**," "ACL," or "Approved Component List" is defined in Section 2.1.7 below.

1.3. **"Approved Addendum"** means Solar Insure's addendum that is attached to the Certified Provider's contract with the Warranty Holder and must be included with all Solar Insure warranties. This Addendum creates the obligation between Solar Insure and Warranty Holder.

1.4. **"Certified Provider"** means a licensed solar system installation and/or battery contractor authorized by Solar Insure to sell Solar Insure products and perform service work for Solar Insure under this Limited Warranty.

1.5. **"Commissioning"** means the startup, configuration, and testing of repaired or replacement Covered Equipment necessary to restore its operation following a covered repair or replacement, including updating settings, programming, operating modes, or communication setup, and integrating repaired or replacement Covered Equipment with the existing Covered Equipment. Commissioning does not include the original commissioning of the Covered Equipment at installation, changes requested by the Warranty Holder for optimization or operational preferences, or re-registration with third parties excluded under Section 6.3.

1.6. **"Covered Equipment"** means the following equipment that is newly installed at the Address, eligible for coverage under this Limited Warranty as determined under Sections 2, 3, and 4, and properly enrolled for coverage under this Limited Warranty with Solar Insure via Daybreak in accordance with this Limited Warranty: (a) solar panels; (b) inverters that convert power only from the Solar Panel System, including string inverters and microinverters; (c) DC optimizers; and (d) Racking. Covered Equipment does not include, regardless of whether newly installed alongside the Covered Equipment or supplied by the same manufacturer: any Storage Equipment; gateways, envoys, data loggers, or other monitoring or communications equipment; wiring, conduits, combiner boxes, grounding equipment, or other electrical components; junction boxes, bypass diodes, and connectors, including those integral to a solar panel; roof penetrations, flashings, or roofing materials; foundations, piles, ballast supports, ballast materials, or weights; and tracking systems or other specialized or non-standard mounting systems.

1.7. **"Covered Defect"** means a material failure of the Covered Equipment to conform to its manufacturer's specifications or to perform its intended function according to its manufacturer specifications solely due to defective materials, manufacturing defects, or manufacturing design flaws. A Covered Defect does not include Normal Wear and Tear, degradation of the Covered Equipment within its manufacturer's published warranty guidelines and specifications, damage to the Covered Equipment from external

causes, any Storage-Related Failure, or any other exclusion listed in this Limited Warranty. For solar panels, a Covered Defect also includes power output below the minimum specified in the manufacturer's published power output warranty in effect at the time of installation, as measured in accordance with the manufacturer's published production standards and testing methodology. After the end of the manufacturer's power output warranty term, the manufacturer's production standards shall be applied by continuing the manufacturer's published annual degradation rate through the end of the Warranty Period.

1.8. **"Daybreak"** means Solar Insure's proprietary technology platform (or any subsequent system built or used by Solar Insure for tracking and maintaining warranties) for enrolling limited warranties made by Solar Insure, monitoring the Covered Equipment, and servicing warranty claims made under this Limited Warranty.

1.9. **"Defective Equipment"** means Covered Equipment that contains a Covered Defect occurring during the Warranty Period.

1.10. **"Replacement Value"** means, separately for each of the following categories of Covered Equipment: (a) all solar panels; (b) each string inverter; (c) all microinverters; (d) all DC optimizers; and (e) Racking, the original purchase price of such Covered Equipment paid by the Warranty Holder, as documented in the original sales contract, invoice, or receipt for the Warranty Holder's purchase of the Covered Equipment, excluding installation labor, taxes, shipping, handling, and any ancillary fees, and, where not separately itemized, as allocated among such categories by Solar Insure in its sole discretion based on the documentation available to it, multiplied by a fraction, the numerator of which is the number of full months remaining in the Warranty Period applicable to such Covered Equipment as of the date on which the Warranty Holder reported the applicable warranty claim hereunder to Solar Insure in accordance with the claims procedure set forth in Section 9 hereof, and the denominator of which is the total number of months in that Warranty Period.

1.11. "**Normal Operating Conditions**" means environmental and operational conditions for the Covered Equipment within its manufacturer's published specifications, including but not limited to, ambient temperature ranges, humidity levels, wind loads, snow loads, rain or other precipitation loads, and electrical conditions for which the Covered Equipment is designed and rated.

1.12. **"Normal Wear and Tear"** means normal degradation of Covered Equipment in accordance with its manufacturer's warranty and manufacturer published specifications, including but not limited to, cosmetic defects, equipment reaching end of life, performance variations due to Normal Operating Conditions, and expected component aging over time.

1.13. **"Residential Rental Use"** means renting all or part of a dwelling unit at the Address for residential occupancy, including short-term or vacation rental (e.g., through Airbnb or VRBO), provided the Address is not operated as a hotel, motel, or other licensed commercial lodging establishment.

1.14. **"Service Provider"** means a solar and/or battery system contractor approved by Solar Insure to perform service work for Solar Insure under this Limited Warranty. A Certified Provider is also a Service Provider, however, a Service Provider may not always be a Certified Provider.

1.15. **"Solar Panel System"** means the complete assembly of interconnected solar panels, mounting hardware, electrical wiring, and structural components that collectively convert solar energy into electrical energy, excluding inverters, monitoring equipment, and electrical components beyond a direct current combiner level.

1.16. **"Racking"** means UL 2703-listed rails, clamps, and attachment hardware for ground-mount systems, ballasted roof systems, and pitched roof systems installed in accordance with Section 7.1.1, excluding tracking systems, floating or building-integrated systems, foundations, piles, ballast materials, and any other specialized or non-standard mounting system.

1.17. **"Start Date"** means the date on which PTO (as defined below) is issued for the Solar Panel System from the local electric utility company.

1.18. **"Storage Equipment"** means any battery, battery energy storage system, or component thereof, and any inverter, hybrid inverter, multimode inverter, battery inverter, or power conversion system designed to charge or discharge a battery, whether integrated with a battery or separately housed, and whether or not a battery is installed at the Address.

1.19. **"Storage-Related Failure"** means any failure of, damage to, or impairment of any Covered Equipment, and any loss, damage, claim, or liability of any kind, that is caused by, arises from, or relates to any Storage Equipment, including but not limited to faults originating in Storage Equipment and damage resulting from the charging or discharging of a battery, in each case regardless of whether the ability of the Covered Equipment to generate or convert solar energy is affected.

1.20. **"System Additions"** means an addition(s) of Covered Equipment to previously installed commercial Solar Panel Systems at the Address. System Additions are covered by this Limited Warranty only if they are separately enrolled with Solar Insure documented as a separate and distinct warranty in Daybreak.

1.21. **"Warranty Certificate"** means the document issued by Solar Insure to the Warranty Holder confirming warranty coverage for the Covered Equipment.

1.22. **"Warranty Holder"** means a business or entity to which Solar Insure has issued this Limited Warranty for the Covered Equipment and is the owner of the Covered Equipment.

1.23. **"Warranty Period"** means the term of this Limited Warranty for the applicable Covered Equipment as defined in Section 4.1.4.

## 2. Eligibility

To be eligible under this warranty, the Covered Equipment must meet all of the following requirements:

2.1.1. **Commercial:** The Covered Equipment is installed at an Address to generate electricity for business, commercial, agricultural, industrial, institutional, governmental, income-producing, mixed use, or other business use, and the Address satisfies at least one of the following:

2.1.1.1. Zoning: the Address is zoned commercial or agricultural by the governmental authority having jurisdiction;

2.1.1.2. Multi-Family Size: the Address is a multi-family residential property consisting of five (5) or more dwelling units, regardless of the property's residential zoning classification; or

2.1.1.3. Mixed Use: any portion of the Address is used for business, commercial, agricultural, industrial, institutional, governmental, or other income-producing purpose, regardless of the proportion of such use relative to any residential use at the Address, and regardless of whether the address is subject to any zoning classification.

2.1.1.4. Notwithstanding the foregoing, an Address consisting of one (1) to four (4) dwelling units, not zoned commercial or agricultural, whose only business or income-producing use is Residential Rental Use is not eligible under this Limited Warranty and must instead be enrolled under Solar Insure's Residential Limited Warranty. Any other Address that is eligible under Solar Insure's Residential Limited Warranty is likewise not eligible under this Limited Warranty.

2.1.2. **Installation:** The Covered Equipment must be installed by a Certified Provider at the Address and in strict accordance with the Covered Equipment's manufacturer's installation requirements and specifications.

2.1.3. **Permission to Operate (PTO):** The Covered Equipment must have received a final Permission to Operate ("PTO") from the local utility services provider for the Address and must have all valid governmental authority permits required for a commercial solar system installation.

2.1.4. **Approved Addendum**: The Warranty Holder must have signed Solar Insure's Approved Addendum to the Certified Provider's installation contract with the Warranty Holder for the Covered Equipment.

2.1.5. **Enrollment:** The Covered Equipment must be properly enrolled in Solar Insure's warranty program through Daybreak, within thirty (30) days after the date of the PTO for the Covered Equipment.

2.1.6. **Compliance:** The installation and operation of the Covered Equipment must comply with all applicable federal, state, and local laws and regulations, including but not limited to, building codes, electrical codes, fire codes, and governmental authority permitting requirements.

2.1.7. **Approved Equipment:** The Covered Equipment must utilize new, unused equipment that is listed by a vendor on Solar Insure's Commercial Approved Vendor List / Approved Component List at the time of installation of the Covered Equipment. The AVL or ACL may be updated from time to time by Solar Insure and can be found at: https://www.solarinsure.com/solarinsure-approved-vendor-list-avl

2.1.8. **Internet Connectivity:** The Covered Equipment must have internet connectivity and monitoring enabled throughout the Warranty Period so that Covered Defects may be verified by Solar Insure and coverage provided under this Limited Warranty in a timely manner.

## 3. Documentation and Enrollment Requirements

To enroll Covered Equipment with Solar Insure under the Limited Warranty, a Certified Provider must provide to Solar Insure all the following information through Daybreak. Certified Provider's failure to enroll the Covered Equipment with the following requirements may impact coverage eligibility, including not having coverage:

3.1. **Approved Addendum:** A fully executed copy of Solar Insure's Approved Addendum to the Certified Provider's installation contract with the Warranty Holder for the Covered Equipment.

3.2. **Equipment List: Covered** Equipment with model numbers for the following items:

3.2.1. Solar Panels (model numbers and serial numbers)

3.2.2. Inverters (excluding hybrid inverters and any other Storage Equipment)

3.2.3. DC Optimizers (if applicable)

3.2.4. The following items must also be listed, as indicated:

3.2.4.1. Racking (required for Racking to be Covered Equipment; serial numbers not applicable)

3.2.4.2. Monitoring Equipment (e.g., gateways, data loggers) (optional; listing monitoring equipment does not make it Covered Equipment)

3.3. **PTO:** Final Permission to Operate documentation for the Covered Equipment.

3.4. **Completed Installation Photographs:** Clear photographs acceptable to Solar Insure in its sole discretion showing the final installed Covered Equipment, including solar panels, inverters, DC optimizers, Racking, wiring, connection points, module layout, and labeling.

3.5. **"As Built" Permit Plan Set**: A full governmental authority stamped copy of the permit plan set for the Covered Equipment approved by all applicable federal, state, and local governmental authorities having jurisdiction over the Covered Equipment and the Address.

3.6. **Sticker Map**: A detailed sticker map for the Address indicating the Covered Equipment's location and layout, including serial numbers for the following items:

3.6.1. Inverters

3.6.2. DC Optimizers (if applicable)

3.7. **Manufacturer Warranty Registration:** Proof of registration by the Certified Provider on behalf of the Warranty Holder of all applicable manufacturer warranties for the Covered Equipment.

3.8. **Itemized Pricing:** The original sales contract, invoice, or receipt for the Covered Equipment, itemizing, to the extent available, the purchase price of the solar panels, each inverter, DC optimizers, and Racking.

# 4. Terms and Conditions on Limited Warranty Coverage

4.1. **Scope of Coverage.** Subject to the terms, conditions, exclusions, and limitations herein, this Limited Warranty covers only:

4.1.1. **Parts:** Replacement or repair for Covered Defects for Covered Equipment and parts thereof

4.1.2. **Labor:** Reasonable labor costs for removal, replacement, and reinstallation of Defective Equipment for Covered Defects, including shipping costs to the Address and labor costs necessary to uninstall the Defective Equipment and reinstall the repaired or replacement Covered Equipment, subject to Section 7.2.

4.1.3. **Shipping:** Transportation and shipping costs for replacement parts for the Defective Equipment to the Address.

4.1.4. **Warranty Period:**

4.1.4.1. Solar Panels: 30 Years following the Start Date

4.1.4.2. Inverters (String and Microinverters, excluding hybrid inverters and any other Storage Equipment): 20 Years following the Start Date

4.1.4.3. DC Optimizers: 20 Years following the Start Date

4.1.4.4. Racking: 30 Years following the Start Date

4.1.4.5. All other equipment, including gateways, envoys, data loggers, and other monitoring or communications equipment, is not covered under this Limited Warranty.

4.2. This Limited Warranty does not replace the manufacturer's warranty for the Covered Equipment.

4.3. This Limited Warranty covers only Covered Defects and does not guarantee any specific energy production by or achievement of performance levels of the Covered Equipment, except for solar panel power output to the extent expressly provided in the definition of Covered Defect.

4.4. Coverage under this Limited Warranty is triggered only when a Covered Defect is identified and reported by the Warranty Holder to Solar Insure within the Warranty Period in accordance with the warranty claims procedure prescribed in Section 9.

4.5. Any replaced Defective Equipment becomes Solar Insure's sole property.

4.6. **Replacement Parts:** Repair or replacement of Defective Equipment will be made with identical new, refurbished or remanufactured parts, as determined by Solar Insure in its sole discretion. If identical new, refurbished or remanufactured parts are not available, repair or replacement may be made with parts that differ in size, color, shape, and model number but are substantially similar in power level and capacity as determined by Solar Insure in its sole discretion. Replaced Defective Equipment shall be delivered by the Warranty Holder to Solar Insure and become Solar Insure's sole property. Solar Insure is not obligated to repair, replace, or modify any non-defective Covered Equipment or other equipment to achieve compatibility with repaired or replacement Covered Equipment, including by restringing, reconfiguring inverters or DC optimizers beyond Commissioning, or modifying racking to accommodate replacement solar panels of different dimensions. If compatible replacement Covered Equipment is not commercially available, Solar Insure may elect the remedy in Section 5.1.3. Any replacement Covered Equipment provided under this Limited Warranty is Covered Equipment for the remainder of the applicable Warranty Period.

4.7. **Manufacturer Warranty Coordination:** During any period in which a manufacturer's warranty covers a Covered Defect, the manufacturer's warranty is primary, and this Limited Warranty covers only the reasonable labor and shipping costs for that Covered Defect that are not paid under the manufacturer's warranty, subject to Section 7.2. Where the manufacturer's warranty has expired or does not cover the Covered Defect, or the manufacturer denies or fails to honor coverage for the Covered Defect, this Limited Warranty is primary for that Covered Defect.

4.8. **Component-Level Repair and Replacement:** Solar Insure will repair or replace only the individual solar panels, inverters, DC optimizers, or Racking components containing a Covered Defect, and is not obligated to replace any string, array, or other non-defective Covered Equipment.

4.9. **System Additions**: When this Limited Warranty covers System Additions to an existing Solar Panel System:

4.9.1. Coverage under this Limited Warranty is limited to newly installed Covered Equipment only. No pre-existing equipment is covered under this Limited Warranty.

4.9.2. The Sticker Map must show which equipment is new versus pre-existing to determine coverage under this Limited Warranty.

# 5. Remedies

**THE EXCLUSIVE REMEDIES UNDER THIS LIMITED WARRANTY ARE LISTED BELOW. SOLAR INSURE'S MAXIMUM AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY FOR ALL CLAIMS DURING THE WARRANTY PERIOD SHALL NOT EXCEED, FOR ALL CLAIMS RELATING TO EACH CATEGORY OF COVERED EQUIPMENT IDENTIFIED IN THE DEFINITION OF REPLACEMENT VALUE, THE REPLACEMENT VALUE OF THAT CATEGORY AS ORIGINALLY INSTALLED AT THE ADDRESS, DETERMINED AS OF THE DATE THE THEN-CURRENT CLAIM IS REPORTED, AND REDUCED BY ALL AMOUNTS PREVIOUSLY PAID UNDER THAT LIMIT. AMOUNTS AVAILABLE UNDER ONE LIMIT SHALL NOT BE APPLIED TO CLAIMS UNDER ANY OTHER LIMIT. ANY AMOUNT THAT RELATES TO MORE THAN ONE CATEGORY OF COVERED EQUIPMENT, OR CANNOT BE ATTRIBUTED TO A SINGLE CATEGORY, SHALL BE ALLOCATED AMONG THE APPLICABLE LIMITS BY SOLAR INSURE IN ITS SOLE DISCRETION. IN NO EVENT SHALL SOLAR INSURE'S AGGREGATE LIABILITY FOR ALL CLAIMS EXCEED THE SUM OF THE REPLACEMENT VALUES OF ALL COVERED EQUIPMENT.**

5.1. **Parts Repair Remedies:** Solar Insure will, at its sole discretion:

5.1.1. Repair the Covered Equipment for the Covered Defect

5.1.2. Replace the Covered Equipment for the Covered Defect with the same or substantially similar equipment

5.1.3. If repair or replacement of the Covered Equipment for the Covered Defect is not commercially practicable or cannot be timely made as determined in Solar Insure's sole discretion, provide a cash payment equal to the repair or replacement cost for the affected Covered Equipment for the Covered Defect.

5.2. **Parts and Labor Costs:** Subject to the additional limitations specified herein for Covered Defects, Solar Insure will pay for:

5.2.1. Equipment parts (which may be new, used, refurbished or remanufactured of like kind and quality)

5.2.2. Labor for uninstalling Defective Equipment and installing replacements for Covered Defects

5.2.3. Commissioning of repaired or replacement Covered Equipment, subject to Section 7.2.2.

5.2.4. Electrical reconnection and testing of Covered Equipment or replacement parts for Covered Defects

5.2.5. Shipping costs for replacement parts for Covered Defects

5.3. **Labor Limitations:** Additional labor costs such as required maintenance (e.g., snow removal, grass mowing around ground mounts), uncovered service work, or technology updates are not covered under this Limited Warranty. Delivery fees, breakdown charges, inspection fees, installation fees, or estimate charges for non-covered repairs are the Warranty Holder's sole responsibility. Solar Insure has no liability to the Warranty Holder for any such labor costs.

# 6. Exclusions

The following are excluded and not covered under this Limited Warranty:

6.1. **General Exclusions**

6.1.1. Normal Wear and Tear of Covered Equipment

6.1.2. Normal degradation of Covered Equipment within manufacturer specifications

6.1.3. Cosmetic damage to Covered Equipment that does not affect functionality

6.1.4. Damage to Covered Equipment from external or environmental causes, including but not limited to:

6.1.4.1. Weather events (hail, lightning, wind, flood, snow)

6.1.4.2. Fire, earthquakes, or other acts of God

6.1.4.3. Vandalism, theft, invasion, rebellion, riot, strike, labor disturbance, lockout, terrorist attacks, civil commotion, or intentional damage

6.1.4.4. Environmental factors (salt or saltwater corrosion, chemicals, acid rain, pollution)

6.1.4.5. Pests, insects, rodents, or other animals

6.1.5. Damage to Covered Equipment caused by operations outside of Normal Operating Conditions

6.1.6. Damage to Covered Equipment from improper maintenance or failure to follow manufacturer's operating guidelines for the Covered Equipment

6.1.7. Damage to Covered Equipment caused by installation not in accordance with manufacturer's guidelines for the Covered Equipment

6.1.8. Unauthorized modifications or repairs made to the Covered Equipment not approved in advance by Solar Insure

6.1.9. Federal government installations related to the Covered Equipment

6.1.10. Covered Equipment installed outside the United States or Puerto Rico.

6.1.11. Covered Equipment with altered, defaced, or removed serial numbers.

6.1.12. Covered Equipment installed on mobile homes, vehicles, or vessels.

6.1.13. Damage to Covered Equipment resulting from improper shipping or mishandling.

6.1.14. Damage to Covered Equipment resulting from power surges or grid events.

6.1.15. Covered Equipment installations outside of the property lines for the Address.

6.1.16. Any labor associated with the removal, reinstallation, or replacement of the Covered Equipment necessitated by roof replacement, roof repair, or any other maintenance, renovation, or improvement to the property or its structure, regardless of the reason for such work.

6.1.17. Fraudulent warranty documents or claims, including but not limited to concealment of material facts or defects, falsification or material alteration of documents, or submission of false or fraudulent information.

6.2. **Workmanship Exclusions**

6.2.1. Covered Equipment installation-related issues not caused by a Covered Defect, including any workmanship issues by a Certified Provider or its subcontractors

6.2.2. Any issues related to roof penetration, including but not limited to, internal damage, leaks, and damage to trusses

6.2.3. Covered Equipment failures due to incorrect installation, improper sizing, or non-compliance with electrical and building codes, including but not limited to pre-existing electrical issues, improper wiring, grounding, circuits, or connections.

6.2.4. Any workmanship issues are covered exclusively under the Certified Provider's installation warranty or applicable subcontractor warranties made to the Warranty Holder and are subject to their own terms and conditions. The Warranty Holder must pursue workmanship claims directly with the installing contractor.

6.3. **Third-Party Costs and Regulatory Fees Exclusions**

6.3.1. Any costs imposed by or payable to third parties arising from or related to system modification, repair, replacement, or reconfiguration, including but not limited to: permitting fees, municipal inspection fees, utility interconnection application fees, utility-required transformer upgrades or replacements, service panel upgrades, interconnection equipment, other electrical infrastructure modifications required by a utility or authority having jurisdiction, and any costs associated with reconfiguring, re-registering, or re-enrolling the Covered Equipment or its monitoring platform with any third-party service, utility, or regulatory body.

6.4. **Equipment Exclusions**

6.4.1. Damage to Covered Equipment caused by manufacturer firmware updates, a failure to make firmware updates, or system modifications.

6.4.2. Solar panel tracking systems, including single-axis and dual-axis tracking equipment, articulating racking systems, and all associated motors, controllers, and mechanical components

6.4.3. Covered Equipment being moved from the original location at the Address

6.4.4. Any Storage Equipment, including hybrid inverters, and any Storage-Related Failure, regardless of whether the Storage Equipment is installed at the same time as, or connected to, the Covered Equipment. Coverage for Storage Equipment is available only under a separate Solar Insure warranty that expressly provides such coverage.

6.4.5. Roof penetrations, flashings, and any associated roofing materials

6.4.6. Electrical equipment related to the Covered Equipment, including but not limited to conduits, wiring, grounding equipment, combiner boxes, and junction boxes, bypass diodes, and connectors, including those integral to a solar panel

6.4.7. Structural mounting systems and hardware other than Racking, including but not limited to, foundations, piles, ballast supports, ballast materials, and weights

6.4.8. Gateways, envoys, data loggers, cellular kits, modems, wireless routers, range extenders, communication kits, line filters, or other monitoring or communications equipment

6.4.9. Parts and other costs paid or payable under a manufacturer's warranty, as provided in Section 4.7.

6.4.10. Product recalls initiated by the manufacturer or governmental authority

6.5. **System Additions Exclusions:**

6.5.1. Pre-existing Solar Panel System (panels, inverters, batteries, mounting equipment, etc.)

6.5.2. Any roof damage from previous installations of or repairs made to Covered Equipment

6.5.3. Tie-ins to previously existing equipment

6.5.4. Energy production or performance issues for the combined system (i.e. the addition and the previously installed Solar Panel System)

6.5.5. Damage caused by pre-existing equipment or conditions

6.5.6. Damage to the existing Solar Panel System caused by any Systems Addition

6.5.7. Solar panels, inverters, batteries, or other equipment added to the Covered Equipment after the Start Date, other than replacement Covered Equipment provided under this Limited Warranty or the applicable manufacturer's warranty.

# 7. Limitations on Coverage

The following limitations of this Limited Warranty apply to all installations of Covered Equipment covered by this Limited Warranty:

7.1. **Solar Panel System and Installation Limitations:**

7.1.1. Coverage is limited to the following mounting systems installed for the Covered Equipment according to manufacturer's specifications:

7.1.1.1. Ground-mount systems

7.1.1.2. Ballasted roof systems (non-penetrating)

7.1.1.3. Pitched roof systems with standard racking

7.1.1.4. Other roof types are permitted provided that they are installed in accordance with manufacturer specifications, engineering guidelines, and the authority having jurisdiction's zoning and code requirements

7.1.1.5. Coverage is from the penetration point upwards and does not include roof penetrations

7.1.2. No coverage for floating solar, BIPV (Building-Integrated Photovoltaics), or any other non-standard mounting method.

7.1.3. Excludes bowing and bending of large-format modules due to snow loads or inadequate center module support.

7.1.4. Heights exceeding the Covered Equipment's manufacturer's specifications, engineering guidelines, and the authority having jurisdiction's zoning and code requirements

7.2. **Claims Limitations**

7.2.1. The total number of service truck rolls for warranty claims made under this Limited Warranty is limited to two (2) per warranty claim. Labor for diagnosing, repairing, uninstalling, and reinstalling Covered Equipment, including removal of Defective Equipment and installation of repaired or replacement Covered Equipment, is capped at a combined ten (10) hours per warranty claim. Commissioning is subject to the separate cap in Section 7.2.2. Labor in excess of these caps is the Warranty Holder's responsibility and does not affect coverage of parts or of labor within the caps.

7.2.2. Commissioning service time is capped at ten (10) hours per warranty claim made hereunder.

7.2.3. Internet connectivity and software monitoring access must be granted to Solar Insure when making a claim. Failure to maintain connectivity may adversely affect warranty, limit or exclude coverage under this Limited Warranty.

7.3. **Accessibility and Mobilization Restrictions:**

7.3.1. No coverage for mobilization costs or time, including lifts, cranes, hoists, forklifts, flatbed trucks, or any system requiring specialized equipment or access.

7.3.2. Systems must be reasonably accessible by a Service Provider for repairs or replacement.

# 8. Warranty Holder Obligations

8.1. To keep coverage under this Limited Warranty valid, Warranty Holder must:

8.1.1. Follow all the Covered Equipment's manufacturer maintenance guidelines and local safety codes.

8.1.2. Maintain internet connectivity and monitoring permissions throughout the Warranty Period in order to make a claim.

8.1.3. Keep the monitoring and communications equipment associated with the Covered Equipment working and maintain service records therefor
8.1.4. Report issues promptly to, and share monitoring data with, Solar Insure when requested.
8.1.5. Use qualified professionals who have completed manufacturer training programs for all system maintenance work.
8.1.6. Promptly report known defects or failures to Solar Insure.
8.1.7. Warranty Holder must maintain property access rights at the Address.

# 9. Claims Procedure

9.1. **Before You Start a Warranty Claim:**

9.1.1. Contact Solar Insure on a potential claim prior to your Certified Provider or Service Provider beginning any repair work for the Covered Equipment. Claims can be filed with Solar Insure by your selected Certified Provider, Service Provider, or you directly.

9.2. **What Your Certified Provider, or Service Provider Need to Submit to Solar Insure:**

9.2.1. Completed claims form (available at https://www.solarinsure.com/warranty-claim)
9.2.2. Photos of the Defective Equipment acceptable to Solar Insure in its sole discretion.
9.2.3. Covered Equipment documentation and maintenance records
9.2.4. Repair estimates/invoices for Covered Equipment from a Certified Provider or Service Provider. Any estimates/invoices must be itemized, matching specific covered repairs, and aligned with approved labor and truck roll rates.
9.2.5. System access by Solar Insure for monitoring and inspection of Covered Equipment repairs
9.2.6. Return Merchandise Authorization (RMA) number from a Certified Provider (or Service Provider) and manufacturer
9.2.7. All manufacturer communications between the Warranty Holder and a Certified Provider (or Service Provider) about the issue(s) related to the warranty claim

9.3. **How Claims Work**

9.3.1. Certified Provider (or Service Provider) completes and submits warranty claims form at https://www.solarinsure.com/warranty-claim
9.3.2. Warranty Holder provides monitoring access to Solar Insure to verify proper repair of Covered Equipment and ensure the Covered Equipment is running properly.
9.3.3. Solar Insure may request additional photos of or documents for the Covered Equipment to verify the quality of the repair and ensure the system is running properly.
9.3.4. Warranty claims will be approved, denied, or additional information may be requested by Solar Insure.
9.3.5. Warranty claims will be paid directly to the Certified Provider (or Service Provider)

9.4. **No Certified Provider?**

9.4.1. If you cease having a Certified Provider for insolvency or any other reason, you may contact Solar Insure directly. Solar Insure will help guide the Warranty Holder through next steps, which may include connecting you with a Service Provider that services Covered Equipment in the Address area.
9.4.2. Solar Insure's claims contact information is below:

**SOLAR INSURE, INC.**
555 ANTON BLVD, Suite 150
Costa Mesa, CA 92626
Phone: (714)-625-8204
Fax: (714)-625-8290
Claims Link: https://www.solarinsure.com/warranty-claim

9.5. Solar Insure reserves the right to inspect the Covered Equipment and verify the claim through:

9.5.1. On-site inspection
9.5.2. Remote monitoring data analysis
9.5.3. Diagnostic testing as deemed necessary
9.5.4. Review of maintenance records
9.5.5. Request of permit plans and site mapping

# 10. General Provisions

10.1. **Transfers**

10.1.1. This Limited Warranty may be transferred by the original Warranty Holder to a new owner of the same property on which the Covered Equipment is installed, provided the Covered Equipment remains in its original installed location at the Address, is not materially altered, and is approved by Solar Insure.

10.1.2. To request a transfer of this Limited Warranty, the original Warranty Holder, the transferee of the original Warranty Holder, or the Certified Provider must submit a written transfer request to Solar Insure at compliance@solarinsure.com within ninety (90) days after ownership change, including the following information:

10.1.2.1. Transferee's contact information

10.1.2.2. Proof of ownership transfer.

10.1.3. Failure to notify Solar Insure of a transfer within 90 days of an ownership change may result in the warranty being void and no further coverage shall apply.

10.1.4. Upon approval of the transfer by Solar Insure, the Warranty shall remain in effect under the original terms and conditions and for the then remaining duration of the original warranty period.

10.1.5. If the Covered Equipment, or any part of it, is relocated, this Limited Warranty is void.

10.2. **Limitation of Liability**

10.2.1. SOLAR INSURE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO:

(a) LOST PROFITS, LOST ENERGY PRODUCTION, LOST REVENUE, OR BUSINESS INTERRUPTION;
(b) DELAY IN RENDERING SERVICE UNDER THIS LIMITED WARRANTY;
(c) UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS;
(d) LOSS OF USE OF COVERED EQUIPMENT DURING THE PERIOD THAT COVERED EQUIPMENT IS BEING REPAIRED OR AWAITING PARTS;
(e) THIRD-PARTY CLAIMS OR DEMANDS;
(f)COSTS OF SUBSTITUTE POWER OR ALTERNATIVE ENERGY SOURCES;
(g) ANY OTHER ECONOMIC LOSSES OR DAMAGES, WHETHER DIRECT OR INDIRECT;

REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SOLAR INSURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2.2. THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED. SOLAR INSURE HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT WAIVE ANY MANUFACTURER OR WORKMANSHIP WARRANTIES WHICH MAY BE PROVIDED BY YOUR CERTIFIED PROVIDER OR SERVICE PROVIDER.

10.3. **Third Party Warranties**

10.3.1. This Limited Warranty is separate from and supplements any manufacturer, Certified Provider or Service Provider warranties. Solar Insure does not assume any liability or responsibility for any manufacturer's or service provider's warranty coverage or claims.

10.4. **Subrogation**

10.4.1. Solar Insure shall be subrogated to all rights of recovery that Warranty Holder may have against any third party for any loss, damage, or expense for which Solar Insure has provided coverage under this Limited Warranty. This includes, but is not limited to, rights against:

10.4.1.1. Manufacturers of Defective Equipment

10.4.1.2. Installers, contractors, or subcontractors responsible for faulty workmanship

10.4.1.3. Shipping or transportation providers

10.4.1.4. Suppliers of defective materials

10.4.1.5. Insurance carriers

10.4.1.6. Any other party whose negligence, intentional misconduct, or breach contributed to the covered loss

10.4.2. Warranty Holder agrees to:

10.4.2.1. Execute all documents necessary to secure Solar Insure's subrogation rights

10.4.2.2. Provide reasonable assistance in pursuing subrogation claims

10.4.2.3. Take no action that would prejudice Solar Insure's subrogation rights

10.4.2.4. Notify Solar Insure immediately of any potential claims of the Warranty Holder against third parties

10.4.2.5. Refrain from releasing or settling with third parties without Solar Insure's prior written consent

10.4.3. Any recovery obtained by Solar Insure through subrogation shall be distributed as follows:

10.4.3.1. First, to reimburse Solar Insure's costs and expenses (including attorney fees)

10.4.3.2. Second, to reimburse Solar Insure for amounts paid under this Limited Warranty

10.4.3.3. Remainder, if any, to Warranty Holder

10.4.4. Upon Solar Insure's request, Warranty Holder shall assign to Solar Insure all rights, claims, and causes of action against third parties related to covered losses, whether or not Solar Insure elects to pursue such claims.

10.4.5. Warranty Holder assigns to Solar Insure all manufacturer warranty claims for equipment covered under this Limited Warranty. Solar Insure may pursue such claims in its own name or in the name of Warranty Holder.

10.4.6. This Limited Warranty is a warranty of repair, replacement, or refund for Covered Defects in the Covered Equipment only. It is not a product safety certification, a product liability insurance policy or any other type of insurance policy. Solar Insure is not the manufacturer of the Covered Equipment and assumes no liability, whether based on strict liability, negligence, breach of warranty, or any other legal theory, for any bodily injury, death, or property damage other than to the Covered Equipment itself as expressly provided in this Limited Warranty. Claims relating to bodily injury, death, or property damage arising from the Covered Equipment must be directed to the manufacturer, the Certified Provider, the Warranty Holder's property or liability insurer, or other responsible party, as applicable. Solar Insure assumes no liability for any loss, damage, claim, or liability arising from or related to any Storage Equipment or any Storage-Related Failure. This provision does not limit Solar Insure's subrogation rights under this Section 10.4.

10.5. **Governing Law**

10.5.1. This Limited Warranty shall be governed by and construed in accordance with the laws of the state or territory (if Puerto Rico) of the Address, without regard to conflict of law principles or the application of any law of any other jurisdiction.

10.5.2. Any legal action or proceeding arising out of or relating to this Limited Warranty shall be brought exclusively in the state or federal courts located in the Delaware Court of Chancery or Delaware Superior Court in New Castle County, Delaware, and the parties hereby irrevocably consent to the personal jurisdiction of such courts and waive any objection to venue therein.

10.6. **Modification and Amendment**

10.6.1. This Limited Warranty may only be modified or amended by a written document signed by Solar Insure. No oral modifications, amendments, or waivers shall be binding or enforceable.

10.6.2. No course of dealing, course of performance, usage of trade, or conduct by Solar Insure shall be deemed to modify or amend this Limited Warranty. Solar Insure's acceptance of claims, processing of repairs, or other performance under this Limited Warranty shall not constitute a waiver of any terms or create any obligation beyond those expressly stated herein.

10.7. **Dispute Resolution**

10.7.1. Prior to initiating any formal dispute resolution or litigation, Solar Insure and Warranty Holder agree to engage in good faith negotiations for thirty (30) days to resolve any warranty claim disputes. Negotiations shall begin when one party provides written notice of the dispute to the other party.

10.7.2. If good faith negotiations fail to resolve the dispute, Solar Insure and Warranty Holder agree to enter into non-binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be:

10.7.2.1. Conducted by a single arbitrator experienced in commercial warranty disputes

10.7.2.2. Held in Costa Mesa, California, or otherwise virtual

10.7.2.3. Completed within sixty (60) days of initiation or longer as determined by the arbitrator

10.7.2.4. Non-binding, with either Solar Insure or the Warranty Holder free to reject the arbitrator's decision

10.7.3. If the dispute remains unresolved after non-binding arbitration, either Solar Insure or the Warranty Holder may commence litigation in the state or federal courts located in New Castle County, Delaware as provided in the Governing Law Section of this Limited Warranty.

## 11. Data Collection and Privacy

11.1. Data Monitoring: Solar Insure collects system performance and monitoring data from the Covered Equipment to identify defects, provide warranty coverage, and improve Solar Insure's products and services. This data collection is required to maintain warranty coverage hereunder, consistent with Section 8 (Warranty Holder Obligations) and Section 7.2.3 (Claims Limitations).

11.2. Data Collected: Data collected may include, without limitation, Covered Equipment performance metrics, energy production, power output, voltage, and grid event data, fault and error codes, and equipment identification data such as model and serial numbers. Solar Insure does not collect personal financial information through monitoring.

11.3. Use of Data: Solar Insure may use data collected under this Section to: (a) verify and process warranty claims; (b) monitor Covered Equipment performance and detect Covered Defects; (c) improve Solar Insure's products, services, and underwriting; and (d) compile aggregated or de-identified data for analytics, benchmarking, and other business purposes. Data used for the purpose described in subsection (d) will not identify the Warranty Holder or the Address.

11.4. Data Security: Solar Insure maintains commercially reasonable administrative, technical, and physical safeguards designed to protect data collected under this Section from unauthorized access, use, or disclosure.

11.5. Third-Party Sharing: Solar Insure may share data collected under this Section with Certified Providers, Service Providers, and Solar Insure's service vendors as reasonably necessary to provide warranty coverage and claims services, and as required by law or legal process. Solar Insure does not sell Warranty Holder data to third parties for their own marketing purposes.

11.6. Retention: Solar Insure retains data collected under this Section for as long as reasonably necessary to fulfill the purposes described in this Section, or as required by applicable law.

11.7. Consent: By accepting this Limited Warranty and maintaining monitoring as required herein, the Warranty Holder consents to Solar Insure's collection and use of data as described in this Section and in Solar Insure's Privacy Policy, available at https://app.solarinsure.com/privacy-policy or upon request.