

APsystems Limited Warranty for Rapid Shutdown Devices & Transmitter

Altenergy Power Systems USA Inc. (“APsystems”) supplies Rapid Shutdown Devices, including RSD-S-PLC and RSD-D, Transmitter-PLC, Transmitter-PLC Outdoor Kit, and RSD-EYE+ (the “Products”)

The Products are designed to withstand normal operating conditions when used for their original intended purpose in compliance with the APsystems User Manual supplied with the system.

This APsystems Limited warranty (“Limited Warranty”) covers defective products for the specified duration (“Warranty Period”) described below:

- RSD-S-PLC and RSD-D: twenty-five (25) years beginning on the earlier of: (i) 4 months from the date the Product is shipped from APsystems; and (ii) the installation date of the Product (the “Warranty Start Date”). For PV module-embedded Product, the Warranty Period shall not exceed the maximum of (1) the PV module product warranty period and (2) the PV module power warranty period provided by the PV module manufacturer.

- Transmitter-PLC: ten (10) years beginning from the Warranty Start Date. For inverter-embedded Product, the Warranty Period shall not exceed the inverter warranty period provided by the inverter manufacturer.

- Transmitter-PLC Outdoor Kit: three (3) years beginning from the Warranty Start Date, when used with the APsystems Rapid Shutdown Devices.

- RSD-EYE+: one (1) year beginning from the Warranty Start Date, when used with the APsystems Rapid Shutdown Devices.

The Limited Warranty does not apply to ancillary components (i.e. cables, breakers, fuses, wires and connectors) whether supplied by APsystems or others.

A product is defective if it is inoperable because of defects in material and workmanship, provided that APsystems, through inspection, establishes the existence of that defect (“Defective Product”)

To obtain service under this Limited Warranty, the holder of the Warranty must comply with the Return Merchandize Authorization (“RMA”) procedures which can be found at www.apsmartglobal.com

During the Warranty Period, APsystems will, at its option, either (1) repair or replace the Defective Product free of charge, or (2) provide a refund to the holder of the Warranty of an amount equal to the actual value of the Defective Product at the time of the discovery of the defect. APsystems may, at its option, use new and/or reconditioned parts, and/or parts of the original or a subsequent design, in repairing or replacing the Defective Product. APsystems will also cover the cost of shipping the replacement Product from APsystems to the customer, but not the cost of any import duties or taxes (Other exclusions may apply).

This Limited Warranty does not cover shipping cost of the Product to APsystems, or labor costs related to



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removing the Defective Product or reinstalling the repaired or replacement Product, or any shipping damage. If APsystems repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement Product for the remainder of the original Warranty Period.

The Limited Warranty does not apply to, and APsystems will not be responsible for, any defect in, or damage to, any Product that (1) has not been purchased from APsystems or an entity expressly authorized by APsystems to resell the Product, or (2) has been moved from its original installation location, or (3) has been disassembled, tampered with, or modified in any way, or (4) has been misused, neglected, improperly installed, or used under conditions for which the product was not designed to be used or used differently than outlined in the APsystems User Manual, or (5) has been subjected, directly or indirectly, to circumstances beyond reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; typhoons; war; civil or military disturbances; acts of terrorism; sabotage; riots; any such circumstances beyond its reasonable control as may cause interruption, loss of function, communication disruption or performance issues (hardware or software); water intrusion; corrosion; infestations; or input voltage outside the parameters listed in the Product specifications, whether from the grid, generators, or lightning strikes, or (6) has been impacted by incidental or consequential damage caused by other components of the electrical system within which it is installed, or (7) has been subject to any attempt to alter or remove the original identification markings (including trademark, model number, or serial number).

This Limited Warranty does not cover costs related to the removal, installation or troubleshooting of any components of the customer's electrical systems. During the Warranty Period, this Limited Warranty may be transferred to subsequent owners of the Product upon completion of a "Warranty Transfer Form" available from the APsystems website.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY APSYSTEMS, AND ITS AFFILIATES, AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY, OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL APSYSTEMS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS, OR EXPENSES, HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

Some jurisdictions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of certain damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the customer specific legal rights, and the customer may have other rights that may vary from jurisdiction to jurisdiction.

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