

# **Limited Warranty for Battery Storage**

This Limited Warranty covers the Battery installed on the property at the address identified above (the "Property"). Solar Insure will pay to repair or replace a defective Battery, subject to the terms, conditions, and exclusions set forth below.

Territory	Warranted Product
USA, US Territories	Battery Parts

### **Definitions**

"Battery" mean all components or parts of the battery identified above (or batteries identified above, if more than one battery is purchased) which is specifically designated for usage with solar arrays, including battery cells, modules, battery management system, cooling system, the internal inverter that is within the battery's core components (if applicable on batteries with battery storage systems) and the battery's internal electrical components required for proper function and performance.

"Battery" does not include external solar array components such as solar panels, external or previously installed inverters, mounting systems, cell kits/communication devices, other peripheral devices, and existing electrical infrastructure, including but not limited to ATS (automatic transfer switches) or emergency shutoffs.

"Nominal Energy" means the battery's designed storage capacity when new, measured in kilowatt-hours (kWh). This value indicates the total amount of energy the battery can store under ideal conditions when it is new, serving as a baseline for its performance.

### **Terms and Conditions**

- 1. Warranty coverage begins on the date that the Battery is installed on the Property by a properly licensed and authorized contractor (the "Start Date") and continues for 30 years (the "Warranty Period").
- 2. A Battery is defective if:

During years 1 through 10 of the Warranty Period, the Battery does not retain at least the minimum percentage of its Nominal Energy as set forth in the manufacturer's guidelines.

During years 11 through 30 of the Warranty Period, the Battery does not retain at least 50% of its Nominal Energy.

- 3. Solar Insure will pay for both the parts and labor necessary to, at its option, repair or replace the defective Battery. This includes shipping costs and labor costs necessary to uninstall the defective Battery and re-install the repaired or replacement Battery. However, during years 11 through 30 of the Warranty Period, Solar Insure will pay ONCE per Battery for both the parts and labor necessary to repair or replace a defective Battery.
- 4. If during years 11 through 30 of the Warranty Period Solar Insure has paid to repair or replace a Battery and the repaired or replacement Battery is also defective, then Solar Insure will pay for ONLY the labor costs necessary to repair or replace the Battery.
- 5. If Solar Insure is unable to replace a Battery and repair is not commercially practicable or cannot be timely made, then Solar Insure shall refund the cost of the Battery. The refunded amount will reflect the Battery's current market price at the time of refund.

- Repair or replacement will be made with an identical new or remanufactured Battery. If an identical new or remanufactured Battery is not available, then repair or replacement may be made with parts that differ in size, color, shape, and model number but are substantially similar in power level. Replaced Batteries shall be returned to Solar Insure and become Solar Insure property.
- 7. Internet connectivity and software monitoring permissions must be enabled throughout the coverage term so that defects may be proactively identified and coverage provided in a timely manner.
- This Limited Warranty may be transferred to subsequent owners of the Property. However, if the Battery is sold or transferred to another location, then this Limited Warranty shall terminate immediately upon such sale or transfer.
- If a Battery is returned to Solar Insure as a result of a claim made under this Limited Warranty and the Battery is found not to be defective, then you are responsible for the return shipping costs.
- 10. You will receive a product certificate that identifies the covered Battey. Any battery not identified above, and/or any component part added to a Battery identified above, is not covered under this limited warranty. No previously installed batteries or battery component parts are covered by this Limited Warranty.
- 11. The remedies set forth in this Limited Warranty are the sole and exclusive remedies for Battery defects. Any repair or replacement work performed under this Limited Warranty shall not extend the Warranty Period.

## **CLAIMS PROCEDURE**

To make a claim under this Limited Warranty, immediately notify the authorized Solar Insure representative, or contact Solar Insure in writing at: SOLARINSURE, INC. • 555 ANTON BLVD Suite 150 • Costa Mesa, CA, Ph:(714)-625-8204•Fax:(714)625-8290

Claims: https://www.solarinsure.com/warranty-claim

Except to the extent prohibited by applicable law, any implied warranty of merchantability or filness for a particular purpose for the Solar System and its Components is limited to the duration of this Limited Warranty. Under no circumstances shall Solar Insure be liable for any incidental, special or consequential damages including, without limitation, lost good will, lost revenues or profits, work stoppage, impairment of other goods, loss of use, and/or injury to persons or property arising out or related to the Solar System or its Components. Solar Insure's total liability, if any, shall not exceed the invoice price paid by the customer for the Solar System. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This limited warranty gives the customer specific legal rights; customers may also have the rights that vary from state to state.

Florida Residents: The laws of the State of Florida will govern this Plan and any dispute arising under it. The rate that is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. If You cancel this contract, We will refund ninety-percent (90%) of the unearned pro rata feee less any claims that have been paid of less thecost of repairs made on behalf of You the warranty holder. To cancel, You must submit a cancellation request to Us or the Issuiing Seller by emailing sisolar@solarinsure.com or mailing SI Solar, Inc. at 555 Anton Blvd, Suite 150, Costa Mesa, CA 92626.

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#### **Exclusions:**

The following are excluded and therefore not covered by this Warranty:

- A Battery sold and/or installed outside the United States and its territories.
- A Battery which has had a serial number altered, defaced, or removed.
- 3. A Battery installed on a mobile home, vehicle, or vessel.
- 4. Any Battery which is covered by a manufacturer's warranty and for which the manufacturer provides coverage. If coverage is available under a manufacturer's warranty but the manufacturer does not provide coverage, then this exclusion does not apply.
- 5. Damage and/or failure caused by: accident; misuse; abuse; neglect; rodents, insects, pests, improper installation; installation not in conformance with Battery specifications, manuals, or instructions; operation not in conformance with manufacturer's operation manuals and instructions; operation beyond normal residential use (e.g. using battery power to run a commercial business out of a home); and improper storage, including but not limited to storage in a non-temperature controlled environment.
- Damage and/or failure caused by flying objects, generalized corrosion or environmental pollution (e.g. soot, salt, acid rain).
- 7. Damage and/or failure caused by devices and/or parts other than the covered Battery, including firmware updates. This includes unauthorized batteries, other component parts, equipment or accessories, or any unauthorized modifications, alterations or additions to the system. This also includes but is not limited to system additions beyond the original warranted battery installation, such as additional panels, expanded systems with additional inverters, or other additional external system components mapped to the existing site.

- Damage and/or failure caused by improper or incorrectly performed maintenance, operation, unauthorized removal, or modification.
- Damage and/or failure caused by repairs (other than repairs made pursuant to this Limited Warranty) not in accordance with the manufacturer's instructions or made by not properly licensed technicians.
- 10. Damage and/or failure caused by inappropriate handling during storage, packaging or transportation.
- Damage and/or failure caused by workmanship issues and/or non-compliance with applicable electric & building codes, including but not limited to pre-existing electrical issues, improper wiring, grounding, circuits, or connections.
- 12. Damage and/or failure caused by natural forces (e.g. earthquakes, floods, lightning, hurricanes, heavy snow, fire, etc.), power failures, power surges or other unforeseen circumstances that are not related to a defect in the Battery.
- Damage and/or failure caused by normal wear and tear or minor surface imperfections, such as dents or scratches, that do not affect functionality or performance.
- 14. Batteries from vendor/manufacturer not on Solar Insure's approved vendor list at the time of installation.

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