

SolPad Load Controller Warranty, United States, United States Territories, and Canada

This SolPad Load Controller Limited Warranty (“Warranty”), effective as of October 31, 2019, is provided by SolPad Inc. of 101 Metro Plaza Suite 315, San Jose, CA 95110 (“SPI or “Seller”) for the SPI products (“Products”) listed below to the end-user (“Buyer”) purchasing from SPI or an SPI authorized seller, subject to the terms and conditions described herein.

- *Products: SolPad Load Controller model numbers SLC-6-1180-0420-0230, SLC-12-1180-0920-0230-0150, SLC-24-1180-1920-0430-0150, SLC-32-1180-2620-0430-0250.*

1. Warranty Period

This Warranty lasts five (5) years commencing on the earlier of (i) 4 months from the date the product is shipped from SPI and (ii) the first installation of the product (“Warranty Period”).

2. Workmanship and Remedies

During the Warranty Period, if SPI establishes the existence of a defect that is covered by the Warranty, SPI will, at its option, either (1) repair or replace with an equivalent part and or Product free of charge, or (2) issue a credit or refund for the part or Product to Buyer in an amount up to its actual value at the time Buyer notifies SPI of the defect, as determined by SPI.

If SPI elects to repair or replace the Product, SPI will, at its option, use new and/or reconditioned parts or Products of original or improved design. If SPI repairs or replaces a Product, the Warranty continues on the repaired or replacement Product for the remainder of the original Warranty Period or ninety (90) days from the date of receipt of SPI’s return shipment of the repaired or replacement Product, whichever is later. The Warranty covers a replacement Product but does not include labor costs related to (1) un-installing the Product or (2) if applicable, re-installing a repaired or replacement Product. To the extent applicable, the Warranty also covers the costs of shipping a repaired or replacement Product from SPI, via a non-expedited freight carrier selected by SPI, to locations in United States, United States territories, and Canada. The Warranty does not cover, and SPI will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier.

Except as set forth above, this Warranty applies only to Products installed in the United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. During the Warranty Period, this Warranty may be transferred to subsequent owners of the Product upon completion of a “Warranty Transfer Form” available from the SPI website or directly from SPI, and payment of the nominal transfer fee as shown on the Warranty Transfer Form. The Warranty Transfer Form and payment instructions are available at <http://www.solpad.com>.

3. Claims

To obtain repair or replacement service, credit or refund (as applicable) under this Warranty, the Buyer must comply with the Return Merchandise Authorization Procedure available at <http://www.solpad.com>. Additionally, Buyer must follow all instructions provided by SPI at time of submittal of the claim.

4. Warranty Limitations

SPI is not responsible for defect or damage to any Product that has been subject to any attempts to alter or remove original identification markings, including safety warnings, trademarks, serial numbers, and models numbers.

A Product may not be moved from its original installation location except with written authorization from SPI.

Seller is not responsible for damage or defects that result from any of the following:

- Abuse, misuse, negligence, improper installation or failure to operate or maintain the Product in accordance with the Product's documentation or user manual
- Modifications to the Product not authorized by SPI
- The Product is relocated without the written consent of SPI
- The Product is operated outside of the Product's specifications
- Impact by incidental or consequential damage caused by other components of the electrical system within which the Product is installed
- Input voltage outside the parameters listed in the Load Controller specifications, whether from Buyer or third-party acts or failures to act, or grid, generator, or lightning strikes
- Accidents, force majeure events, including any events outside the reasonable control of SPI
- Costs related to the removal, installation or troubleshooting of any components of the electrical system to which the Product is attached or configured
- Normal wear and tear, including cosmetic defects

This Warranty also does not cover any loss of revenue or savings resulting from the Product's downtime or availability reduction.

5. Additional Warranty Limitations and Disclaimers

EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE PRODUCTS ARE SOLD "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SPI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE TERM PROVIDED HEREIN.

AS A CONDITION TO BUYER'S PURCHASE OF THE PRODUCT, BUYER AGREES THAT IN NO EVENT SHALL SPI BE LIABLE FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR INJURY OR LOSS OF LIFE, OR ANY CLAIM OF ANY KIND WHICH ARISES AT LAW OR IN EQUITY OR WHICH RESULTS FROM OR RELATES TO THE PRODUCT OR ITS USE OR MISUSE; WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER SHALL NOT MAKE ANY SUCH CLAIM WHERE THE BASIS OF SUCH CLAIMED LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR ANY OTHER LEGAL THEORY WHATSOEVER. SPI'S LIABILITY IN ALL EVENTS SHALL BE LIMITED TO EITHER THE REPAIR OR A REFUND OF THE SYSTEM PURCHASED FROM SPI OR ITS AUTHORIZED DEALERS OR DISTRIBUTORS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO BUYER, OR MAY ONLY APPLY TO A CERTAIN EXTENT.

6. Governing Law & Disputes

This Warranty and the interpretation of its terms shall be governed by the laws of the United States and the State of California, without application of conflicts of law principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Warranty. The Parties agree that any disputes arising under or related to this Warranty shall be settled in Santa Clara County, C.A., U.S.A. As a condition to Buyer's direct or indirect purchase of the Product, Buyer must bring any claim not otherwise precluded by this Warranty within twelve (12) months of the date that the dispute occurs.

7. No Modifications or Waivers

No individual or entity, including an employee of SPI or any SPI authorized dealers or distributors, has been given authority by SPI to make any affirmation, representation or warranty regarding the Product, other than those contained in this Warranty, and if any is made, such shall not be enforceable against SPI.

8. Additional Warranty Limitations and Disclaimers

This Warranty gives Buyer specific legal rights. Buyer may have other legal rights, which vary from state to state or province to province. Some states and provinces do not allow limitations or restrictions on implied warranties, so those limitations and restrictions may not apply to Buyer. The terms of this Warranty shall apply to the maximum extent permitted by applicable law. For a full description of Buyer's legal rights, Buyer should refer to the laws in Buyer's jurisdiction.

9. Entire Warranty

This Warranty contains the entire obligations of SPI with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, agreements, commitments, and writings with respect thereto, including, but not limited to, any sales or installation contract.

There are no oral understandings, terms or conditions, express or implied, not contained in this Warranty.