

#### HYDROESS Limited Warranty

### United States, United States Territories, and Canada

This HydroGroup, LLC. ("HydroESS") limited warranty ("Limited Warranty") covers defects in workmanship and materials of the following HydroESS products for the applicable warranty periods (each a "Warranty Period") set out below:

HydroESS Hybrid Inverter Genesis Series - Genesis-5k-LV-U, Genesis-7.6k-LV-U, Genesis-8k-LV-U, Genesis-10k-LV-U, Genesis-12k-LV-U, Genesis-12k-LV-U, SUN-5K-SG01-LP1-US, SUN-7.6K-SG01-LP1-US, SUN-8K-SG01-LP1-US, SUN-10K-SG01-LP1-US, SUN-12K-SG01-LP1-US, SUN-16K-SG01-LP1-US: 10 years (dependent upon product) commencing on the earlier of 4 months from the date the product is shipped from HydroESS and (ii) the installation of the product at the Original Location. Except as set forth above, this Limited warranty applies only to products installed in the United States, United States territories (including American Samoa, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands), and Canada. During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the product remains at the Original Location, the Transferee submits to HydroESS a "Change of EQUIPMENT Ownership Form", and pays the applicable Transfer Fee within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Limited Warranty coverage. The Transfer Fee is set forth in the Change of EQUIPMENT Ownership Form and is subject to reasonable adjustment from time to time (as determined at HydroESS's discretion). The Change of EQUIPMENT Ownership Form and payment instructions are available at http://www.HydroESS.com/Warranty.

Product Line	Inverter Model Type	Free Parts Period	Total years
	Genesis-5k-LV-U		10
	Genesis-7.6k-LV-U		
HydroESS	Genesis-8k-LV-U	100	
Hybrid inverter	Genesis-10k-LV-U	120	
	Genesis-12k-LV-U		
	Genesis-16k-LV-U		
	SUN-5k-SG01-LP1-US/EU		10
	SUN-7.6k-SG01-LP1-US/EU		
HydroESS	SUN-8k-SG01-LP1-US/EU	100	
Hybrid Inverter	SUN-10k-SG01-LP1-US/EU	120	
	SUN-12k-SG01-LP1-US/EU		
	SUN-16k-SG01-LP1-US/EU		

During the Warranty Period, if HydroESS establishes the existence of a defect that is covered by the Limited Warranty, HydroESS will, at its option, either (1) repair or replace the product free of charge, or (2) issue a credit for the product to the owner of the system in an amount up to its actual value at the time the owner notifies HydroESS of the defect, as determined by HydroESS. The amount in Dollars of any prorated credit amount can be based on the original purchase price at the time of sale, divided by the number of months of the warranty period, and then multiply the sum by the remaining months of the warranty period:

If HydroESS elects to repair or replace the product, HydroESS will, at its option, use new and/or reconditioned parts or products or original or improved design. If HydroESS repairs or replaces a product, the Limited 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 HydroESS's return shipment of the repaired or replacement product, whichever is later.

The Limited Warranty covers a replacement unit 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 Limited Warranty also covers the costs of shipping a repaired or replacement product from HydroESS, via a non-expedited freight carrier selected by HydroESS, to locations in United States, United States territories, and Canada. The Limited Warranty does not cover, and HydroESS will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier.

The Limited Warranty does not apply to, and HydroESS will not be responsible for, any defect in or damage to any products: (1) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the HydroESS User Manual or applicable laws or regulations; (3) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the products specifications, including high input voltage from generators or lightning strikes; (4) that have been subjected to incidental or consequential damage caused by defects of other components of the solar system; (5) if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed; or (6) for which the Trip Point Management (TPM) profile with either pre-loaded or pre-set functions has been altered, and such alteration of the profile causes the product to malfunction, fail, or fail to optimally perform. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy production or degrade form, fit, or function of the products. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the owner's electrical systems. The Limited Warranty does not extend beyond the original cost of the products.

To obtain repair or replacement service, credit or refund (as applicable) under this Limited Warranty, the owner must comply with the Return Merchandise Authorization Procedure available at http://www.HydroESS.com/Warranty or calling to +1-650--227-9771 after send the warranty form completed by email to Warranty@HydroESS.com.

HydroESS expressly reserves the right to novate or assign its rights and obligations under this warranty agreement to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HYDROESS 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 HYDROESS 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.

To the extent any implied warranties are required under applicable law to apply to the products, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some regions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the owner specific legal rights, and the owner may have other rights that may vary from region to region. The grant of this Limited Warranty by HydroESS is conditioned upon agreement by the owner and any permitted Transferee to the terms, conditions, and requirements herein.

# 1. Warranty Terms

The Company warrants all Goods to be free from defects in material or workmanship under normal use and service for a period of 10 years from the date of sale to the Customer.

- The Warranty covers the cost of repairs or replacement parts. The Goods must be returned to the Company for inspection.
- The company may repair or replace faulty components at its discretion.
- This warranty extends the Customer's statutory rights and cannot be construed so as to diminish such statutory rights.

## 2. Warranty Limitations

The Warranty is valid only for Goods purchased either directly from the Company or from an authorized reseller of the company. The Warranty is transferable to additional home and building owners that purchase from the original owner and applies to brand new Goods only. Defective parts replaced under the Warranty become the property of the Company.

- The Warranty does not cover:
  - (a) Access or transport costs;
  - (b) Consequential damages including but not limited to loss of revenue;
  - (c) Claims by third parties other than the Customer.
  - (d) Defects of installation. (Except where the installation is performed by the Company);
  - (e) Goods damaged as a consequence of incorrect installation. (Except where the installation is performed by the Company);
  - (f) Items ancillary to installation not supplied by the Company.
  - (g) Duties, import/export fees or costs and other general administrative costs;
  - (h) Damage to Goods caused by misuse, improper handling or unauthorized modification;
  - (i) Loss or damage occurring whilst in transit;
  - (j) Accidental or willful damage.

(k) Any Goods described in a quotation or delivery note as 'ex-display' or 'reconditioned'. (A separate Warranty extension may have been issued to cover such Goods.) Labor, travel and delivery (to and from customer) will be charged if goods returned found to be not faulty following a warranty claim.

(j) Operation of the inverter below -25 degrees Celsius;

(k) Storage of the inverter below -40 degrees Celsius;

- (I) Hurricanes, earthquakes, mayor force, acts of god, theft, vandalism, grid voltage spikes, overcurrent lods
- (m) Short circuits due to the client's property, energy returns, through the neutral of the client's property

(n)Damage caused by electrical grid

### 3. Warranty Claims Procedure

To make a warranty claim the following information needs to be provided:

Completed Customer Service Repair Form

- Product Model (i.e. Genesis-7k-U) and Product Serial Number (i.e. A1110011)
- · Copy of the invoice for the inverter
- · Copy of the installation report and installation certificate

The authorized reseller will liaise with the Company regarding repair or replacement. The cost of repair or replacement will be borne by the Company provided the warranty has been validated and the Warranty period has not expired. Where repairs must be effected at the Company's headquarters, the Company will endeavor to minimize the down time for the Goods. All rights reserved by HydroGroup, LLC.. This information is subject to changes without notice.