APsystems Limited Warranty for RSD-S-PLC & Transmitter

This Altenergy Power System, Inc. ("APsystems") Limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Equipment for the specified duration ("Warranty Period") described below:

• RSD-S-PLC: twenty-five (25) years beginning on the earlier of ("Warranty Start Date"): (i) 4 months from the date the Equipment is shipped from APsystems; and (ii) the installation of the Equipment ("Warranty Start Date"). For PV module-embedded Equipment, 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: ten (10) years beginning on the Warranty Start Date. For inverter-embedded Equipment, the Warranty Period shall not exceed the inverter product warranty period provided by the inverter manufacturer.

The Limited Warranty does not apply to ancillary components which shall be considered separate from the Equipment, for example, cables, breakers, fuses, wires and connectors, whether supplied by APsystems or others. Some components may carry a separate manufacturer warranty.

The Limited Warranty only applies to a customer who has purchased the Equipment from an authorized APsystems equipment seller, or, in the case of PV module or inverter-embedded Equipment, from an authorized seller of PV modules or inverter equipment, and for use in accordance with its intended purpose.

A Product is considered defective if it is nonfunctional due of defects in material and workmanship, provided that APsystems, through its inspection, establishes the existence of said defect ("Defective Product"). To receive service under this Limited Warranty, the holder of the Warranty must adhere to the Return Merchandise Authorization ("RMA") procedures, which can be found at 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. If APsystems repairs or replaces 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. This Limited Warranty does not cover shipping cost of the Product to APsystems, or labor costsrelated to removing the Defective Product or re-installing 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.

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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 been moved from its original installation location, or (2) has been disassembled, tampered with, or modified in any way, or (3) 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 (4) has been subjected to fire, water, corrosion, infestations, or input voltage outside the parameters listed in the Product specifications, whether from the grid, generators, or lightning strikes, or (5) has been impacted by incidental or consequential damage caused by other components of the electrical system within which it is installed, or (6) 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, and payment of the nominal transfer fee as shown on that form.

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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