

# EXELTECH AC MODULE LIMITED WARRANTY

Effective 1 October 2010

**This warranty applies to AC Module equipment with part numbers beginning AC2.**

## 1. Limited Product Warranty

Five (5) Year Repair, Replacement or Refund Remedy. Exeltech, with offices at 7317 Jack Newell Blvd North, Fort Worth, TX 76118-7100 ("Exeltech"), warrants to the first consumer purchaser ("the Buyer") that for five (5) years from the date of purchase by the Buyer, its AC Module, when shipped in its original container, shall be free from defects in materials and workmanship under normal application, installation, use, and service conditions. If the AC Module fails to conform to this warranty, then for a period ending five (5) years from date of purchase by the Buyer, Exeltech will, at its option, either repair or replace the product, or refund the purchase price as paid by the Buyer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the five (5) year period set forth herein. For a term of 20 years, should the inverter fail, a replacement inverter will be provided for a nominal shipping and handling fee.

## 2. Exclusions and Limitations

a) Warranty claims must in any event be filed within the applicable Warranty period.

b) The Limited Warranties do not apply to any AC Modules which in Exeltech's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation or application; non-observance of Exeltech's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Exeltech; power surges, lightning, flood, fire, accidental breakage or other events outside Exeltech's control.

c) The Limited Warranties do not cover any transportation costs for return of the AC Modules, or for reshipment of any repaired or replaced AC Modules, or costs associated with installation, removal or reinstallation of the AC Modules.

d) Warranty claims will not apply if the type or serial number of the AC Modules is altered, removed or made illegible.

e) Warranty claims will not apply when: the product is installed in a mobile or marine environment, or in abnormal environmental conditions (such as acid rain or other pollution); the components in the construction base on which the module is mounted are defective; external corrosion, mold discoloration, or the like occurs; the product has been moved from its original installation; or the product is installed in a location other than North America and South America, unless expressly authorized in writing by Exeltech.

## 3. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF EXELTECH, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING, SIGNED, AND APPROVED BY EXELTECH. EXELTECH SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL EXELTECH BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. EXELTECH'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO EXELTECH BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## 4. Obtaining Warranty Performance

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the AC-modules, or (b) any authorized Exeltech distributor, of the claim in writing, or (c) send such notification to Exeltech, 7317 Jack Newell Blvd North, Fort Worth TX 76118-7100, directly.

In addition, please enclose evidence of the date of purchase of the AC Module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to Exeltech for instructions. The return of any AC Modules will not be accepted unless prior written authorization has been given by Exeltech.

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