

## LIMITED WARRANTY POLICY

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PVI Solar LLC (PVI) prides itself on the quality and performance of its products which not only meet, but exceed industry quality and durability standards. PVI has 64 years of experience behind it developing and building advanced technology products and our Limited Warranty Policy reflects our commitment to providing the most advanced solar energy management solutions available today. When properly installed and maintained, our products will provide our customers with many years of trouble-free performance.

### Limited Warranty

PVI Solar LLC offers the end-use customer (Customer) a limited Warranty, as further defined below, that products provided by PVI will be free from defects in materials and workmanship under normal authorized use consistent with the product instructions, for a period of **five (5) years** from the date of factory shipment, or in the case of resale by an authorized PVI reseller, five (5) years starting sixty (60) days after the date of original factory shipment. PVI will repair or replace the product, at its option, upon verification of failure. Defective products or components must be returned by the Customer or their designee to PVI for failure analysis and warranty verification.

### Additional Warranty

PVI also passes on to the Customer all applicable manufacturer's warranties for component parts such as solar photovoltaic panels, LED lamps, batteries, etc. that extend beyond the five (5) year PVI Warranty period.

### Exterior Luminaire Warranty Limitation

Given the wide variety of Luminaire products incorporated into PVI exterior illuminated signs and area lighting systems, the warranty period for the Luminaire shall be that provided by the Luminaire manufacturer.

### Limitations of Liability

This limited Warranty covers failure during normal use. PVI does not warrant and is not responsible for damaged or malfunctioning product, as determined by PVI, due to:

1. Normal wear and tear;
2. Damages caused by failure to provide correct installation, operating environment and/or maintenance;
3. Damages caused during shipment, other than shipment to the Customer if PVI carrier is used;
4. Damages caused by a disaster such as a fire, flood, wind, earthquake, hail or lightning;
5. Damages caused by unauthorized or inadequate attachments, alterations, modifications or foreign objects;
6. Damages caused by accessories;
7. Damages caused by the use of the product or accessories for purposes other than for which they are customarily used;
8. Damages caused by any other abuse, accident, misuse, mishandling, misapplication, vandalism, theft, animals, plants and insects;
9. Equipment or components not specifically provided by PVI;
10. Unauthorized or improper controller settings or system adjustments not performed by PVI or their authorized designee;

The foregoing Warranty applies only if nonconforming products have been properly handled, transported, installed, operated in an acceptable environment and maintained to accepted industry standards. The foregoing Warranty is exclusive and in lieu of all other warranties. Whether express or implied warranties of merchantability or fitness for a particular purpose, PVI will have no liability whatsoever for any damage, loss, cost or expense (whether general, special, incidental or consequential) suffered

or incurred by the Customer as a result of or in connection with the products, even if PVI is informed in advance of the possibility of such loss. In the event products fail to perform to the foregoing Warranty, the Customer's sole and exclusive remedy is, at PVI's discretion, repair, replace, or a refund of some or all of the purchase price.

The foregoing Warranty does not cover Customer labor, equipment or ancillary costs to install, replace, troubleshoot, ship or service PVI products unless authorized in writing by PVI.

### Product Acceptance

The Customer shall inspect and test products promptly upon receipt. The earliest to occur of either of the following events shall constitute an unqualified acceptance by the Customer of the products as conforming to the Warranty set forth herein, and a waiver to any right of rejection or revocation of acceptance and any claims or defenses based on the quality of performance of the products: (a) The failure of the Customer to give notice to PVI or authorized PVI reseller of any claim within 30 days after tender of product delivery; (b) An act by the Customer inconsistent with rejection of acceptance, including, without limitation, use or resale.

### Remedies and Obsolete or Discontinued Products

Solar products are continually and rapidly changing. Whenever possible, an obsolete or discontinued product will be replaced with the same product or, if unavailable, with a new product of similar function and equal or greater value. PVI may, at its exclusive discretion, use new or used/refurbished parts that perform to factory operational specification, to repair or replace any portion of the product. Any repaired or replaced product will be warranted for the remainder of the original warranty period or for any additional period of time that is specified by law in your local jurisdiction.

### Severability

The terms and conditions of this Warranty are declared to be severable. If any paragraph, provision or clause in this Warranty shall be found or held to be invalid or unenforceable in any jurisdiction in which the Warranty is being performed, the remainder of this Warranty shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering this Warranty.

### General Assistance & Return Policy

Valid warranty claims should be processed through the Customer's Point of Purchase (PoP) which is PVI for direct sales or authorized PVI reseller for distributor sales. Before returning any product that is believed to be nonconforming, the Customer or their designee must first contact the PoP technical support group for information and technical assistance to field diagnose the problem, provide repair solutions and if required, issue a Return Material Authorization Number (RMA) to return the product to PVI for further analysis and verification for warranty repair or replacement. (Please refer to the PVI Return Material Authorization (RMA) Policy for more information).

Except where prohibited by applicable local law, this Warranty is limited to the original purchasing Customer and is non-transferable. This Warranty provides you with specific legal rights and you may have additional rights that vary under local laws.

