

WAVE POWER SYSTEMS INVERTER WARRANTY

This Wave Power Systems Warranty applies to the following products:

Wave Sinewave Inverter Charger Models: **SWG1012, SWG1512, SWG2524, SWG3624, SWG6048, SWG1248, SWE2524, SWE3624, SWE6048 and SWE1248.**

Geographic Validity:

The warranty coverage (Warranty Return and Repair Process) varies depending on the installation site of the Product.

Primary Support Countries and Locations:

Dominican Republic and Puerto Rico

Warranty Duration:

- One (1) year, unless applicable law requires a longer period, in which case it will be that period of time.
- You may obtain an additional promotional one (1) year of warranty, for a total of two (2) years, provided that you register Your Product within six (6) months from the date of the Wave Power Systems commercial invoice via the instructions provided. Additional information can be found at: <http://www.wavepowersystems.com/warranty>

1. Warranty Period and Coverage

This Contractual Warranty is provided by **Wave Power Systems** and covers defects in workmanship and materials in your product. In the event you purchased the Product from a Distributor, this warranty period commences upon the date of shipment from Distributor to you. In the event you purchased the Product directly from Wave Power Systems, this warranty period commences ninety (90) days after the Product is shipped from Wave Power Systems. The warranty period expires on the same date either **(a)** three (3) years later or **(b)** if You properly registered Your Product as specified above, five (5) years later, unless otherwise agreed in writing (the "**Warranty Period**"). This contractual warranty, with prior written notice, is transferable to subsequent owners but only for the unexpired portion of the Warranty Period.

This Contractual Warranty does not cover and Wave Power Systems is not responsible for labor costs arising from or expenses related to the removal of defective Product(s) and the installation of replacement Product(s).

2. Warranty Claims

If Your Product becomes defective and You notify Wave Power Systems of such defect within the Warranty Period, Wave Power Systems will, at its sole discretion, either (a) repair the defective Product or (b) replace with new, reconditioned parts or similar parts of equivalent depreciated value, provided that Wave Power Systems through inspection establishes the existence of such a defect which is covered by this Contractual Warranty. If Wave Power Systems elects to perform any onsite warranty services, Wave Power Systems requires a site escort (arranged and paid for by you) for all such warranty services. Accordingly, if Wave Power Systems elects to perform such on-site warranty servicing, you will need to provide Wave Power Systems with the relevant contact information for your site escort for scheduling purposes. Alternatively, Wave Power Systems may elect, at its sole discretion, to provide you with cash compensation equal to the Product's value depreciated by the number of years of operation under the Warranty Period.

If Wave Power Systems repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period or ninety (90) days from the date of the repair or return shipment to the customer whichever is greater. All replaced Products and all parts removed from repaired Products become the property of Wave Power Systems.

3. Warranty Limitations

This Contractual Warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. The warranty claims that relate to damages, failures or defects caused by any of the following factors are not covered by this Contractual Warranty:

- Failure to commission the Product within twenty-four (24) months from the date of the Wave Power Systems commercial invoice.
- If the Product has been commissioned and shut down or depowered for a period in excess of twenty-four (24) Months.
- Improper use or non-compliance with installation, commissioning, operation or maintenance instructions (e.g., the Owners Guide, the Installation Guide).
- Unauthorized commissioning, modifications, changes or attempted repairs.
- Vandalism or destruction through external influences including damages caused by persons or animals.
- Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or that is difficult or unsafe for Wave Power Systems representatives to access.
- Insufficient ventilation.

1. The Product may need to be charged, recharged or reconditioned to restore the internal properties of the Product's capacitor if it has not been operated for an extensive period of time in which case you will be responsible for all applicable fees and costs of such restorative services.

If you plan to store the Product prior to commissioning or to depower the Product after commissioning, please review the storage instructions and guidelines within the Owner's Guide.

- Installation in a corrosive environment including, for example, an environment in which the Product is exposed to acid rain, hydrogen sulfide or excessive salt in the air (except for any such exposure to environmental conditions that Your Product was specifically designed to withstand as indicated in the applicable specifications for Your Product).
- Failure to observe applicable safety standards and regulations.
- Damages during transportation or storage.
- Force majeure, examples include, but not limited to: fire, flood, earthquakes, storm damage, overvoltage and lightning strikes.
- Exposure to fire, water, snow, moisture, or liquid ingress or sand (except for any such exposure to environmental conditions that Your Product was specifically designed to withstand as indicated in the applicable specifications for Your Product).
- Used as a component part of another product expressly warranted by another manufacturer.
- If the original identification (trade-mark, serial number, QR code) markings have been defaced, altered, or removed.
- Consumable components of any type are not covered by this Contractual Warranty, including but not limited to fuses, surge arrestors and fans.
- Cosmetic shortcoming which do not impair the use of the Product for the intended purpose i.e. supply of energy.

Warranty claims also exclude:

- Damages arising due to the fact that the use of the Product for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the Product made after the delivery of the Product,
- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair, removal and/or replacement of the Product (including but not limited to labor, transportation, temporary power),
- Costs or damages arising from changes to existing PV systems, building installations or other site changes,
- Additional costs and expenses (e.g. shipping costs, travel, accommodation, meals, etc.) outside of the primary support countries as defined.
- Any Products that are damaged during shipment, and
- This warranty only applies to defects in workmanship and materials which does not include claims involving regulatory compliance. To make sure Your Product meets the applicable regulatory requirements which are in place at the time of purchase, please see the applicable Product Manuals and/or Your sales contract.

4. Warranty Return and Repair Process

a. If your product was purchased and installed in a Primary Support Country (defined above)

Contact Wave Power Systems with a brief description of the error to evaluate and troubleshoot the issue while the Product is in the field, as many problems can be solved with remote guidance. Wave Power Systems Primary Support Countries are the countries defined above, excluding their associated islands and overseas territories.

b. If your product was installed in any Secondary Support Country (defined above)

Contact Your Distributor with a brief description of the error to evaluate and troubleshoot the issue while the Product is in the field, as many problems can be solved with remote guidance. Your Distributor may be responsible for the warranty return and repair including the return material authorization (“RMA”) process as set forth below if it is determined You require a replacement Product or parts. For such warranty claims for Products installed in any Secondary Support Country, Your Distributor will be responsible for any logistic costs arising out of the delivery of the replacement Product or parts and the return of the defective Product or parts, including, but not limited to, packaging, transportation, export certifications, inspections, taxes, and customs duties costs for both the replacement Product or parts and the returned Product or parts to and from the Wave Power Systems designated facility (“**Warranty Logistic Costs**”). Accordingly and to the maximum extent allowed by applicable law, if such Distributor, fails, refuses or is unable (for whatever reason) to assume full responsibility for the warranty return and repair process and/or for the Warranty Logistic Costs, then You shall be responsible for all such Warranty Logistic Costs.

c. If Your Product was installed in any other

Contact Your Distributor with a brief description of the error to evaluate and troubleshoot the issue while the Product is in the field, as many problems can be solved with remote guidance. Your Distributor may be responsible for the warranty return and repair including the return material authorization (“RMA”) process as set forth below if it is determined You require a replacement Product or parts. For such warranty claims for Products installed in any other:

- i.** You will be responsible for the Warranty Logistics Costs from the installation facility to the Distributor’s Location to whom they have bought the Product; and
- ii.** Your Distributor will be responsible for the Warranty Logistics Costs to and from the Wave Power Systems designated facility. Accordingly and to the maximum extent allowed by applicable law, if such Distributor, fails, refuses or is unable (for whatever reason) to assume full responsibility for the warranty return and repair process and/or for the Warranty Logistic Costs, then You shall be responsible for all such Warranty Logistic Costs to the Wave Power Systems designated facility

Please have Your Owner's Manual ready for reference and be prepared to supply:

- The serial number and part number of Your Product.
- A copy of your dated commercial invoice.
- Information about the installation and commissioning or inspection certificate.
- Information about the failure.

Wave Power Systems or designated service provider reserves the right to refuse exchange requests for lack of proper documentation and information.

I. Return material Authorization (RMA) for defective Products Installed in Primary Support Countries

After attempts to correct the problem remotely with Your assistance and if the Product must be returned to Wave Power Systems or designated service provider for replacement or repair, You must obtain a Return Material Authorization (RMA) number and the correct return center "Ship to" address. **Product shipments will be refused and returned at your expense if they are unauthorized or returned without an RMA number.**

II. Once an RMA has been issued for exchange for defective Products Installed in Primary Support Countries

Wave Power Systems or designated service provider, at its sole discretion, will ship an equivalent replacement Product to You. The allegedly defective Product must be returned in the same transport packaging that the replacement product was provided in. The defective Product must be shipped back to Wave Power Systems within **ten (10)** working days after receiving the replacement Product. If Wave Power Systems does not receive the Product within this timeframe, the Product cost will be billed back to You (including shipping costs, handling fees and if applicable all taxes, duties and tariffs).

Specific Information Regarding Warranty Coverage

When Products are installed in a Wave Power Systems Primary Support Country, the Contractual Warranty includes repair or replacement Products or parts, transportation costs, export certifications, and inspection. However, since Wave Power Systems does not have supply chain or services presence in countries outside of the Primary Support Countries, if the installation site is in a Wave Power Systems Secondary Support Country, to the maximum extent allowed by applicable law, either Your Distributor or (if such Distributor refuses, fails or is unable) You are responsible for all Warranty Logistic Costs as set forth above.

Visually evident damage caused by shipping or mishandling is to be reported to the freight carrier within twenty- four (24) hours. Shipping damage is the responsibility of the freight carrier, not Wave Power Systems and should always be duly noted with the freight carrier prior to accepting and signing for the Product.

5. Invalid Warranty Claim

If the allegedly defective Product that is returned to Wave Power Systems (or service partner) pursuant to this Warranty Statement is found by Wave Power Systems to be free of defects, Wave Power Systems will charge a flat-rate inspection charge for each Product of USD\$235, plus any Warranty Logistics Costs incurred by Wave Power Systems. In the event that Wave Power Systems ships a replacement Product to You before its inspection and thereafter determines the alleged defective Product to be defect free based on its inspection, Wave Power Systems will (i) return the defect free Product to you and (ii) charge You for the replacement Product.

6. Disclaimer of Implied and Other Warranties and Limitation of Liability

THIS CONTRACTUAL WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY WAVE POWER SYSTEMS IN CONNECTION WITH YOUR WAVE POWER SYSTEMS PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS CONTRACTUAL WARRANTY.

LIMITATION OF LIABILITY

WHERE APPLICABLE LAW ALLOWS AND DOES NOT PROHIBIT OR RESTRICT SUCH LIMITATION, WAVE POWER SYSTEMS'S LIABILITY FOR ANYTHING RELATING TO THIS PRODUCT SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL WAVE POWER SYSTEMS BE LIABLE FOR: (A) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF WAVE POWER SYSTEMS HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE; AND/OR (B) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT BY PERSONS NOT AUTHORIZED BY WAVE POWER SYSTEMS.

EXCLUSIONS AND CLARIFICATIONS

THE CONTRACTUAL AND/OR STATUTORY WARRANTY OBLIGATION OF THE PRODUCT SELLER AND YOUR CORRESPONDING STATUTORY WARRANTY RIGHTS WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED ARE NOT AFFECTED BY THIS CONTRACTUAL WARRANTY. FURTHERMORE, SHOULD THIS CONTRACTUAL WARRANTY VIOLATE ANY NATIONAL, STATE, PROVINCIAL OR OTHER GOVERNMENTAL STATUTORY RIGHTS WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED AND WHICH GRANT YOU ANY RIGHTS IN ADDITION TO THE CONTRACTUAL WARRANTY, THEN SUCH STATUTORY RIGHTS SHALL NOT BE AFFECTED BY THE PROVISIONS OF THIS CONTRACTUAL WARRANTY.

IF THIS PRODUCT IS A CONSUMER PRODUCT, THE APPLICABLE LAW MIGHT NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES AND/OR MAY EXTEND ADDITIONAL BENEFITS OR PROTECTION TO YOU. TO THE EXTENT YOU ARE ENTITLED TO IMPLIED WARRANTIES OR ADDITIONAL BENEFITS OR PROTECTION UNDER APPLICABLE LAW, SUCH ARE LIMITED (TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW) TO THE DURATION OF THIS CONTRACTUAL WARRANTY. SOME STATES, PROVINCES AND 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 INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION(S) OR EXCLUSION(S) MAY NOT APPLY TO YOU. THIS CONTRACTUAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

All claims must submit to: <http://www.wavepowersystems.com/warranty> in accordance to limited warranty rules.

WAVE POWER SYSTEMS RD
C/ Duarte #3, Moca. Dominican Republic. 56000
Tel: 809-578-5556