CENTRAL INVERTER SYSTEM WARRANTY

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Electronic & Enclosure Warranty Coverage

Evenlite Inc. ("Evenlite") warrants its LM325, 525, and PW series Central Inverter Systems electronic assemblies (excluding batteries) against defects in material and workmanship for a period of three (3) years from the date of shipment FOB Trevose, PA. LiteMinder Modular Central Inverter Systems rated at 1KVA and larger (excluding batteries) are warranted for two (2) years, or for three (3) years with purchase of the Factory Startup option (FS), or up to five (5) years with purchase of the Extended Warranty option (EW).

Evenlite's obligation under this warranty is limited exclusively to the repair or replacement, at its option, of defective parts or equipment that were properly installed, maintained, and operated under normal conditions. Any equipment returned for warranty evaluation must be properly packaged for transportation and returned freight prepaid by the customer to Evenlite's factory, with the customer assuming all risk of loss in transit. Evenlite's inspection will determine whether the returned equipment is defective under the terms of this warranty. Repair or replacement as provided herein shall constitute the purchaser's exclusive remedy.

This warranty applies only to equipment manufactured, sold, and warranted by Evenlite. It does not extend to third-party equipment, transportation charges, installation costs, removal expenses, or replacement labor. Evenlite's warranty shall be null and void in the event of abuse, misuse, misapplication, improper installation, shipping damage, unauthorized modifications, inadequate maintenance, or operation under abnormal environmental conditions including ambient temperatures exceeding 90°F (32°C), as well as damage caused by fire, flood, lightning, explosion, water leaks, Acts of God, war, terrorism, or unauthorized repairs or alterations performed by any party other than Evenlite or its authorized service personnel. Replacement of expendable items such as fuses, indicator lights, pilot lamps, or similar components is excluded from coverage.

Battery Warranty

Batteries supplied with Evenlite Central Inverter Systems are covered under a separate limited warranty, as detailed below:

BATTERY TYPE	FULL REPLACEMENT PERIOD	PRO-RATA CHARGE PERIOD	ANNUAL ADJUSTMENT FACTOR
LC Maintenance-Free VRLA AGM Lead Acid	1 year	9 years	7%
EB Extended Warranty VRLA AGM Lead Acid	1 year	19 years	3.5%
PL Pure Lead VRLA AGM Lead Acid	3 years	10 years	5.4%

The Full Replacement Period (the "Guarantee Period") commences on the date of shipment. The Pro-Rata Charge Period begins upon expiration of the Guarantee Period.

Battery Warranty Conditions

All battery warranties, whether during the Guarantee or Pro-Rata periods, are strictly contingent upon compliance with the following conditions:

A. Batteries must be properly installed and continuously maintained with complete documented service records, in accordance with Evenlite's installation instructions and all applicable national and local codes.
B. Average annual ambient temperature must not exceed 77°F (25°C).
C. Cell temperatures must not exceed 92°F (33°C) for more than thirty (30) days in any calendar year.
D. Battery service and maintenance records must be maintained and provided upon request.
E. Batteries must not be contaminated by any foreign materials or substances.
F. No more than 300 discharge cycles at 80% depth of discharge or less shall occur.
G. Batteries must be installed and placed on charge/energized within 180 days of receipt. During this storage period, ambient storage temperature must be maintained between 50°F (10°C) and 77°F (25°C). For every 6°F (3.3°C) increase above 77°F (25°C), the allowable storage period shall be reduced by thirty (30) days. Under no circumstances shall storage temperature exceed 92°F (33°C).

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Battery Pro-Rata Charge Calculation

If during the Pro-Rata Charge Period a covered battery fails to deliver 60% of its rated capacity, or is found to be defective under the terms of this warranty, Evenlite will repair or replace such battery at an adjusted charge calculated as follows:

Adjusted Price = Current Published List Price – (List Price × Annual Adjustment Factor × Full Years Remaining)

Example:
List Price: $100
Years remaining: 4
Annual Adjustment Factor: 7%
Adjusted Price = $100 – ($100 × 0.07 × 4) = $72 charge to purchaser.
Repair or replacement at such adjusted price shall be the purchaser's exclusive remedy.

De-Energized Storage Condition

In the event that the Central Inverter System is de-energized for more than thirty-six (36) consecutive hours, the battery circuit breaker or fuse must be disengaged to eliminate standby current drain. Failure to do so will void the battery warranty.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE EVENLITE CENTRAL SYSTEMS WARRANTY AND BATTERY WARRANTY WARRANTIES SET FORTH ABOVE ARE THE SOLE WARRANTIES PROVIDED BY EVENLITE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. EVENLITE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF BUSINESS, LOSS OF USE, OR OTHER ECONOMIC LOSS, ARISING FROM THE USE OF ITS PRODUCTS, REGARDLESS OF THE LEGAL THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF EVENLITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO PERSON OR ENTITY IS AUTHORIZED TO BIND EVENLITE TO ANY WARRANTY OR REPRESENTATION EXCEPT AS EXPRESSLY SET FORTH HEREIN.