

SPAN Panel Limited Warranty (USA)

SPAN Panel Limited Warranty

WHAT THIS LIMITED WARRANTY COVERS

This Limited Warranty applies to any SPAN Panel that (1) was purchased from SPAN or a SPAN Authorized Installer (defined below) in the United States of America; (2) is installed by a SPAN Authorized Installer in the United States of America; (3) is registered by completing the commissioning process at the time of installation by a SPAN Authorized Installer via the SPAN Installer App; and (4) has the following part numbers: 1-00200-xx or 1-00800-xx where “xx” is any alphanumeric style code used for SPAN internal reference. As used herein, the term “SPAN Authorized Installer” means a person or entity in the business of installing electrical equipment solar photovoltaic energy or energy storage systems that has completed SPAN-approved training and testing, and meets and maintains SPAN standards for quality workmanship, licensing, insurance, use of brand guidelines, and customer satisfaction and responsiveness.

Subject to the terms and conditions set forth in this Limited Warranty, each SPAN Panel is warranted at the original address of installation to the original purchaser (and to each subsequent authorized owner of the original address of installation, who provides proof of ownership) against defects in materials and workmanship that occur under normal use for a period of ten (10) years (the “Warranty Term”). The Warranty Term shall commence on the 90th day after the product is shipped from SPAN, regardless of the date of installation.

If SPAN confirms the existence of a defect that is covered by this Limited Warranty, SPAN will, in its sole discretion, either repair your SPAN Panel (using new or refurbished parts), replace your SPAN Panel with an equivalent product (new or refurbished), or refund you the market price of the SPAN Panel at the time of the warranty claim. For warranty replacements, SPAN will cover the actual costs of labor, parts, and dispatch of service personnel to complete the replacement, up to a maximum amount of \$500. If your SPAN Panel is repaired or replaced under this Limited Warranty,

only the remainder of the original Warranty Term will apply to the repaired or replacement product. Under no circumstances will the original Warranty Term be extended as a result of your SPAN Panel being repaired or replaced.

LIMITATIONS AND DISCLAIMER

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY SPAN PROVIDES FOR THE SPAN PANEL, AND THE ABOVE REMEDY IS YOUR SOLE REMEDY. SPAN LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS WARRANTY. SOME STATES OR TERRITORIES PROHIBIT LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE INSTALLER OR ANY SPAN PERSONNEL SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

GENERAL EXCLUSIONS

This Limited Warranty does not apply to any defect or loss of product functionality resulting from any of the following: (i) abuse, misuse, negligence, rust, or corrosion; (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of SPAN; (iii) transport, storage, installation, commissioning, modification or repair of your SPAN Panel, or opening internal component housing of your SPAN Panel, that is performed by anyone other than SPAN or a SPAN Authorized Installer; (iv) failure to install, operate or maintain your SPAN Panel in accordance with the SPAN Panel Installation Manual and SPAN Panel Datasheet; (v) failure to install your SPAN Panel in accordance with the applicable local electrical, fire, and/or building code(s) and/or regulation(s); (vi) any attempt to modify your SPAN Panel, whether by physical means, programming or otherwise without the express written consent of SPAN; (vii) removal and reinstallation of your SPAN Panel at a location other than the original installation location, without the express written consent of SPAN; (viii) installation of your SPAN Panel on a mobile structure or dwelling such as an RV or mobile home; or (ix) failure of any remote firmware update to the SPAN Panel as a result of a failure of your internet connection.

In addition, this Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance

of your SPAN Panel; (b) damage or deterioration that occurs after the expiration or voiding of the Warranty Term; or (c) theft of your SPAN Panel or any of its components.

SPAN reserves the right to deny warranty coverage upon examination of the SPAN Panel by SPAN or an Authorized Installer. You will be liable for and shall pay for all field charges for labor or other expenses incurred in connection with a claim for warranty coverage that is denied.

EXCLUSION FOR FAILURE TO CONNECT TO THE INTERNET OR FAILURE TO REGISTER YOUR SPAN PANEL

In order to provide this Limited Warranty for the Warranty Term, SPAN requires the ability to remotely update the firmware of your SPAN Panel. Installation of these remote updates may briefly interrupt the operation of your SPAN Panel. By installing your SPAN Panel and connecting it to the Internet, you consent to SPAN updating your SPAN Panel remotely on occasion without further notice to you. If your SPAN Panel is not connected to the Internet for an extended period, or has not been registered with SPAN, we may not be able to provide important remote firmware updates to ensure best functionality. SPAN may try to notify you when your SPAN Panel's internet connection is lost. However, if you have not registered your system, this may not be possible. If SPAN cannot honor this Limited Warranty for the Warranty Term because the SPAN Panel is not connected to the Internet for an extended period, or has not been registered with SPAN, we will still honor this Limited Warranty for a period of four (4) years commencing 3 months after the product is shipped from SPAN, subject to the limitations and exclusions set out in this Limited Warranty.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SPAN SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF VEHICLE VALUE, LOSS OF TIME, LOSS OF INCOME, LOSS OF USE, LOSS OF PERSONAL OR COMMERCIAL PROPERTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER SPAN HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. SPAN'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR PANEL.

Some states do not allow or restrict the exclusion or limitation of damages, including incidental or consequential damages, so the above limitation or exclusion may not apply to you, or may only apply to a limited extent.

LIMITATION OF USE

Your SPAN Panel is not intended for use with life-support systems, other medical equipment, or any other use where product failure or remote switching of electrical circuits could lead to injury to persons or loss of life. SPAN disclaims any and all liability arising out of any such use of your SPAN Panel.

APPLICABLE LAW

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary by state or territory. The terms of the Limited Warranty will apply to the extent permitted by applicable law.

Making a Warranty Claim

If you need to file a warranty claim, please contact the SPAN Authorized Installer who installed your SPAN Panel. If you are unable to contact your SPAN Authorized Installer, or if you purchased your SPAN Panel directly from SPAN, please submit a Service Request by contacting Support using the contact information below.

For a warranty claim to be processed, it must include (i) proof of ownership of your SPAN Panel; (ii) a description of the alleged defect(s), and (iii) your SPAN Panel's original installation date, part number and serial number.

Prior to returning any products, you must obtain a return authorization number from SPAN. Return shipping for the original product is the responsibility of the customer or authorized installer, and all returned products must be wrapped and packaged securely to avoid shipping damage.

SPAN Contact Details

If you have any questions regarding the warranty, or would like to submit a warranty claim, please contact our customer support team:

- SPAN Support website: **support.SPAN.io**
- SPAN Support email: **support@SPAN.io**
- SPAN address: ATTN: SPAN Warranty Claims, 679 Bryant St, San Francisco, CA 94107