



## PRODUCT FACTORY WARRANTY

### I. WARRANTY

#### 1. Warrantor.

Warrantor is sonnen, Inc. (formerly “sonnenBatterie”), 10800 Burbank Blvd., Suite #C, Los Angeles, CA, 91601

#### 2. Products.

The following limited warranty terms and conditions (collectively, the “Factory Warranty”) apply exclusively to sonnen, Inc.’s products of the following types (“Covered Products”):

- US eco 2.0 (or higher), installed after July 31, 2015,
- US pro 1.0 (or higher), installed after January 1, 2016,

which:

- were manufactured by and bear the original manufacturing label of sonnenBatterie or sonnen, Inc.
- were sold by sonnen, Inc. directly or through a certified sonnenBatterie dealer (“Authorized Dealer”) as new products in the United States and Canada;
- were installed and commissioned by an Authorized, Certified Dealer within the United States and Canada.

#### 3. Product Warranty.

For Covered Products, sonnen, Inc. covers all defects in workmanship and materials during the Warranty Period under normal application, installation, use and service conditions as specified in sonnen, Inc.’s standard product documentation, and subject to the conditions listed below (“Product Warranty”). The Product Warranty is not intended to be a durability warranty, as end-user conditions and usage is variable. Sonnen specifically disclaims any warranty to include specific components in any product or service.

#### 4. Performance Warranty.

Sonnen, Inc. guarantees that the actual storing capacity of the original battery pack included in the Covered Product (“Battery Pack”) will be not less than 70% of the labeled storing capacity.

#### 5. Warranty Obligations.

(a) During the Warranty Period, sonnen, Inc. will, at its option, repair the defective parts (if economically feasible) or replace the defective part free of charge, provided that you properly notify sonnen, Inc. of the product defect within the Warranty Period, and provided that sonnen, Inc., through inspection, establishes the existence of a defect covered by this Limited Warranty.

(b) Sonnen, Inc. will, at its option, use new and/or reconditioned parts in building replacement parts. Sonnen, Inc. reserves the right to use parts or products of original or improved design in the repair or replacement of your product. If sonnen, Inc. repairs or replaces a product part, its warranty continues for the remaining portion of the Warranty Period or 90 days from the date of the repair or replacement, whichever is greater.

(c) This Factory Warranty covers sonnenBatterie costs for materials necessary to reestablish trouble free operation of the Covered Product. This Factory Warranty does NOT cover, however, costs of installation, cost of removal, cost of labor for repair, cost of shipping or cost of reinstallation of a Covered Product or parts thereof.

(d) In the event of a defect of products or services supplied by sonnen, Customer’s sole remedy shall be, at sonnen’s cost and expense up to 100% of the cost of the equipment, (a) repair or replacement of defective product at sonnen’s discretion, or (b) re-performance of defective services.

(e) Except for visible defects of products and services for which Customer shall provide notice to sonnen immediately under Section 6.3 of sonnen, Inc’s Terms & Conditions, Customer shall provide written notice of any defect to sonnen within 10 days after discovery of such defect.

(f) Should sonnen be unable to repair or replace defective products or re-perform defective services to the agreed-upon standard within 30 days after written notice from Customer of such defect, Customer shall grant sonnen a 10 day cure period in writing. Should sonnen fail to replace defective products or re-perform defective services to the agreed-upon standard within such 10 day cure period after written notice from Customer, Customer shall have the right to rescind the contract and sonnen shall

promptly reimburse Customer for all invoices paid to sonnen on account of such defective product(s) or service(s).

(g) sonnen's liability with respect to any product, including without limitation sonnen's obligation to repair or replace defective products or to re-perform defective services, shall be excluded if (a) Customer fails to inspect products or services as required under Section 6.4 of sonnen, Inc's Terms & Conditions or elsewhere in those Terms, (b) Customer fails to inform sonnen about defects as required under Sections 6.4 of the Terms & Conditions or section (e) or (f) above or elsewhere in this Warranty document, (c) Customer fails to observe product operating and maintenance instructions provided by sonnen, (d) any product or product part has been opened, modified, repaired, processed, replaced or installed, or any other work has been performed in relation to or that affects any product, by a non-certified or otherwise unauthorized person, (e) any other act or omission has occurred that otherwise has resulted in a loss of product warranty.

(h) In the event sonnen determines that an alleged product or services defect did not exist or, if existed, was excluded from sonnen's liability by sonnen's Terms & Conditions, Customer shall reimburse sonnen for all costs and expenses incurred by sonnen as a result of sonnen's attempt to repair, replace or re-perform.

(i) Sonnen is not liable for product(s) damaged through installer error or installation error regardless of the installer's status of having attended or not attended the sonnen provided Certified Installer Training. Determination of warranty coverage is as set out in this Warranty document, and at the discretion of the sonnen Service team.

(j) EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE SONNEN'S SOLE AND EXCLUSIVE OBLIGATION AND YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY.

## **6. Product Suitability.**

Sonnen's products are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations vary significantly, sonnen cannot guarantee that products meet all applicable requirements in each locality. Customer assumes responsibility for compliance with such safety standards and regulations in the localities in which a product will be shipped, sold or used. Before purchase and use of any product, Customer shall review the product application, and national and local codes and regulations, and must verify that the use and installation of the product will be in compliance therewith.

## 7. Warranty Term.

(a) The warranty period (“Warranty Period”) for the Covered Product commences upon the initial purchase from sonnen, Inc. or from an Authorized Dealer (as evidenced by the purchase invoice date).

(b) The Warranty Period for the Product Warranty (Section 3) terminates upon the earlier of (i) 123 months after purchase of the Covered Product, or (ii) 120 months after installation of the Covered Product by an Authorized Dealer.

(c) The Warranty Period for the Performance Warranty (Section 4) terminates upon the earlier of (i) 123 months after purchase of the Covered Product, or (ii) 120 months after installation of the Covered Product by an Authorized Dealer, or (iii) 10,000 full (100%) charging cycles of the Battery Pack.

## 8. Persons Entitled to Make Warranty Claims.

Warranty claims may only be made by the original purchaser of a Covered Product, if the Covered Product has been registered through sonnen’s product registration website during the installation process by the Authorized Dealer, or a person to whom the title to the Covered Product has been transferred, provided that the Covered Product remains in its original location and configuration (including, without limitation, a purchaser of a building, who acquires the covered product as a fixture to the building).

## 9. Claim Notice.

(a) If you believe that you have a justified claim covered by this Factory Warranty, you must submit the claim in writing (“Claim Notice”) to sonnen, Inc. within the applicable Warranty Period to sonnen, Inc.’s address set forth above, or such future address as sonnen, Inc. may provide from time to time. Any Claim Notice must include the following information:

- the serial number of the Covered Product for which a Claim Notice is being sent;
- a copy of the dated purchase receipt for the Covered Product;
- a copy of the installation protocol for the Covered Protocol signed by an Authorized Dealer;
- information about the use of the Covered Product in reasonable detail;

- information about the defect in reasonable detail.

(b) Upon receipt of your Claim Notice sonnen, Inc. may ask for further information or claim verification from you, receipt of which will be required prior to processing the claim.

(c) Upon acceptance of your warranty claim, sonnen, Inc. may require that you send the Covered Product at your own costs to a sonnen, Inc. warranty claim center located in the United States.

## II. WARRANTY LIMITATIONS

### 1. Excluded Warranty Claims

(a) sonnen, Inc. makes no warranties, either expressed or implied, orally, or in writing, with respect to any other warranty coverage except those expressly stated in this limited Factory Warranty

(b) The Factory Warranty does not cover damages that occur due to:

- Transport damage;
- Installation or commissioning through any person which is not an Authorized, Certified Dealer;
- Failure to observe the user manual, maintenance regulations and intervals;
- Modifications, changes, or attempted repairs, except as conducted by an Authorized Dealer;
- Incorrect use or inappropriate operation;
- Insufficient ventilation of the Covered Product;
- Failure to observe the applicable safety regulations;
- Force majeure.

(c) This factory warranty does not cover cosmetic defects which do not directly influence energy production, or degrade form, fit, and function.

(d) Claims that go beyond the scope of this limited Factory Warranty, in particular claims for compensation for direct or indirect damages arising from the defective device, for compensation for costs arising from disassembly and installation, or loss of profits, are expressly NOT covered by this Factory Warranty.

(e) In no event will sonnen, Inc. be held responsible or liable for any personal injuries resulting from the use of the system, or for any other damages, whether direct, indirect, incidental, or consequential; even if sonnen, Inc. has been advised of such damages.

## **2. Internet Connectivity.**

As a condition to this limited Factory Warranty, sonnen, Inc. requires continuous online access to the Covered Product via internet connection. This Factory Warranty requires that the Covered Product will be properly connected to the internet through your internet provider and expressly excludes any defects resulting from your acts or omissions that prevent sonnen, Inc. from accessing the Covered Product online as may be required for software upload or performance data download.

## **III. GENERAL**

This limited Factory Warranty and the terms contained herein supersede all statements contained in any and all user manuals, installation manuals, other equipment literature or catalogs, or orally with respect to any product or performance warranty for Covered Products.