



# Manufacturer's Limited Warranty & Return Policy

Solar Data Systems, Inc. 11.2021

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This Limited Warranty ("Warranty") is restricted to products that are sold by Solar Data Systems, Inc. ("SDSI"), including products manufactured by other manufacturers socket meters, cellular modems, cable sets, wireless packages, etc. This Warranty is being delivered with the Product, subject to the following terms and conditions.

Support via support line (USA) 1-203-702-7189 (press option 2) is available in all countries in which the purchased Product is directly marketed by SDSI.

## 1. Scope of Warranty

1a. SDSI warrants to the "Customer" (as defined below) that the Product will be reasonably free from defects in material or workmanship for the "Warranty Period" (as defined below).

1b. The Warranty applies only if the Product is purchased new on the date of purchase by the Customer and not sold as used, refurbished or manufacturing seconds.

1c. The rights under this Warranty may only be asserted by the owner of the Product, whether a commercial end customer, a private/residential end customer, or a commercial owner who leases the system in question to either a commercial or private/residential end customer ("Customer").

## 2. Warranty Period

2a. For the ArrayMeter and Solar-Log® Brand products, excluding the Solar-Log 350, 350LAN and 370, this Warranty shall be in effect for a period of two (2) Years starting from the purchase of the Product by the Customer (“Warranty Period”), regardless of whether the Customer purchased the Product from SDSI or a wholesaler, distributor or installer.

2b. For the Remote Secure Gateway (RSG), individual system components are delivered with individual warranty per the original manufacturer: Integra Enclosure – 1 Year Warranty; TDK Lambda Power Supply – 2 Year Warranty; Moxa Gateway – 5 Year Warranty; Moxa Antenna – 1 Year Warranty.

2c. For all other products sold by SDSI, including the Solar-Log 350LAN, this Warranty shall be in effect for a period of One (1) Year starting from the purchase of the Product by the Customer (“Warranty Period”), regardless of whether the Customer purchased the Product from SDSI or a wholesaler, distributor or installer.

## 3. Scope of warranty remedies by SDSI

3a. If the Product fails or does not perform as warranted during the Warranty Period, solely due to a manufacturing defect, then, subject to the exclusions set forth in this Warranty, SDSI will, at its sole option, repair or replace the defective part of the Product or the Product itself. SDSI may use new or reconditioned parts or products that are functionally equivalent or superior to those originally supplied at its own expense to effect such repair.

3b. SDSI will not restore or transfer any data or software from the Product’s original storage media. If the Product is repaired, all user generated data may be permanently deleted.

3c. Repair or replacement of parts of the Product or repair or replacement of the Product itself shall not extend or renew the Warranty Period.

3d. Repair and Replacement only applies to the relevant parts of the Products or the Product. The amount of

the claim for repair or replacement will not exceed the price of the relevant part of the Product or the Product.

3e. This Warranty is transferable in the event the Product is transferred; however, no transfer shall extend or alter the Warranty Period.

#### 4. Customer responsibility

4a. The Customer shall make itself fully familiar with the instructions and recommendations in the Installation/ User Manual (“Installation Manual”) and install and use the Product only according to the Installation Manual. If the Customer is not the installer of the Product, the Customer shall be in any case fully responsible for the proper installation (in respect to the instructions and recommendations of the Installation Manual) by a qualified installer.

4b. SDSI excludes all responsibility for defects caused by wrongful installation or for any errors in installation whether installed by the Customer itself or any third-party installer. The Customer bears the burden of proof, if it claims that an instruction or recommendation in the Installation Manual is false or has caused the defect in question.

4c. Proper use of the Product requires that all operating instructions contained in the Installation Manual have been fully complied with. Any use or operation that have been advised against or have been warned about according to the Installation Manual shall void this Warranty.

#### 5. Relationship with wholesaler, reseller or installer

This Warranty shall not and does not amend or supplant any agreement concluded by the Customer with the any wholesaler, reseller or installer.

#### 6. Disclaimer of Warranties

6a. The Product must be handled, stored, installed, operated and maintained in accordance with the Installation Manual and this Warranty is conditioned upon compliance with all such instructions. Copies of the Installation Manual are available from the Product's wholesalers, distributors and installers, or from SDSI at the address listed below.

This Warranty does not apply:

- 1) If the defect is due to improper handling, storage, installation, operation, maintenance or in general any use of the Product which is not consistent with normal or intended use of the Product as set forth in the Installation Manual.
- 2) If the defect is due to a malfunction caused by incorrect operation or by any operation, which does not comply with the Installation Manual.
- 3) If the defect is due to repair, modification or alteration by third parties or persons who have not been authorized to perform such measures by SDSI.
- 4) If the defect occurs due to incorrect installation or selection of the Product that did not comply with the Installation Manual.
- 5) If a defect occurs in the Product due to incorrect installation or selection of inverters or accessories.
- 6) If the Product is connected to an inverter not supported by SDSI and as a result, the Product has been damaged.
- 7) If software errors occur in the Product as a result of incorrect installation that lead to transmission errors, yield losses, error messages not appearing or missing or incorrect displays.
- 8) If the Product is disassembled, modified or fitted with additional parts and accessories that are not compatible with the Product.
- 9) If the Product is damaged, rendered nonfunctional or demolished by an "Act of God" or environmental influences, including without limitation, flood, fire, power surge, vandalism, mishandling, abuse, pest damage, accident, action of third parties, input voltage above maximum limits, input voltage below minimum limits or other events beyond reasonable operating conditions or is rendered nonfunctional or is demolished due to chemical or electrochemical reactions due to an Act of God.
- 10) If the Product has been damaged in any way by the Customer.
- 11) Minor defects or deviations, which do not affect the Product's value or impair the performance of the delivered Product do not entitle the Customer to service under this Warranty. Minor deviations from the program description, the data sheets and/or the quality and performance features of the goods do not justify any claims under this Warranty.
- 12) If the Product stops reporting data to the Solar-Log WEB or ArrayMeter portal, as applicable, and

remains disconnected for more than 6 months.

- 13) If the Product's original identification markings (including serial number, certification or trademark) have been altered, scratched, or removed.
- 14) If the Product is installed in violation of local, state or federal codes and standards.
- 15) Normal wear and tear do not constitute a cause for repair work under this Warranty (e.g. superficial or cosmetic defects, scratches, marks or dents, which do not influence the functionality or the Product).

6b. The Customer must notify SDSI in writing immediately, but no later than a week after receipt of the supplied Product, of any defect in the Product. The Customer shall notify SDSI of any hidden defects, i.e. those defects which cannot be detected immediately by the Customer even after careful inspection, and which cannot be discovered within a reasonable inspection time, immediately after discovery.

6c. In the event of any fraudulent or frivolous claim under this Warranty, and/or should the Customer be proven to have acted with malicious intent, willful misconduct or gross negligence, SDSI will be entitled to demand compensation for the expenses incurred.

6d. The Warranty does not cover or reimburse any costs related to the troubleshooting, removal, or installation of the Product, photovoltaic plants or electrical systems and does not cover any additional expenses relating to same, including without limitation: labor, engineering or truck rolls.

6e. Cellular coverage, network performance, rate plans, or technology availability are not covered by this Warranty. If at any point a cellular carrier increases the rate plan or if there are any overages due to any unauthorized device, SDSI reserves the right to levy additional charges in order to continue to provide cellular connectivity to the Product. If a cellular technology becomes obsolete and connectivity can no longer be provided, SDSI will provide a refund for the unused portion of the prepaid cellular service only.

6f. This Warranty does not cover damage or loss to Products during transport or shipment. Products are packed according to standard business practices and shipped via common carriers. In the event of damage or loss during transport or shipment, SDSI is entitled to ask the Customer for all additional information it deems necessary

Or is required in order to pursue a claim with the common carrier. In the event the Customer fails to supply

this information, this Warranty shall be void and of no effect.

6g. The Customer shall bear the costs of SDSI's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Customer's facility), de-installation, decontamination, reinstallation and transportation of defective Products to SDSI and back to Customer.

6h. Delivery dates and times are estimates only. SDSI will in no case be liable for any losses, expenses, claims, or damages caused by a late delivery.

6i. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY SDSI IN CONNECTION WITH THE PRODUCT. SDSI CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY SDSI ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY SDSI IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, SDSI MAKES NO OTHER WARRANTIES, WRITTEN, ORAL, EXPRESS OR IMPLIED. SDSI'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULTS OF THE USE OF THE PRODUCT, WHETHER USED SINGLY OR IN COMBINATION WITH ANY OTHER PRODUCT OR SUBSTANCE.

## 7. Warranty Claim

7a. If a product exhibits signs of a malfunction, the Customer must contact SDSI support team to verify. The SDSI Support team must have the opportunity to fully troubleshoot the product. If SDSI Support cannot correct the problem, a Return Merchandise Authorization (RMA) number will be issued. SDSI will not accept any returns without a valid RMA number. Only specific items listed on the RMA will be accepted. All other items will be returned to the sender at the customer's expense.

7b. A warranty claim by the Customer requires that the purchase receipt issued by the wholesaler, distributor or installer that the Customer has bought the Product from, has been submitted and the claim has been

made within the Warranty Period.

7c. A warranty claim is logged by sending the presumed defective part or entire Product to SDSI at the address listed below within the Warranty Period together with the sales receipt. This receipt must include the serial number of the Product.

7d. The Customer sending in the Product will bear the transport risks for the consignment. SDSI will not refund any dispatch, transport, handling or labor costs.

7e. All returns are inspected by our Support team upon receipt before a credit is issued. If SDSI support concludes that the product was not defective, SDSI reserves the right to send the shipment back at the customer's expense and/or invoice for the exchanged device. The customer is responsible for all shipping charges for products that are not malfunctioning. Instructions for returns will be on the RMA documents.

7f. Replacement products may be new, existing stock, or refurbished at our sole discretion.

7g. If the malfunctioning product is not returned to us within 30 days of the replacement device shipment, the customer will be charged the full cost of the replacement product plus shipping. The plant monitoring subscription will be suspended until the invoice is paid in full or the original device is returned.

7d. SDSI becomes the owner of the defective parts of the Product or the defective Product.

## 8. Limitation of Liability

8a. No claim by Customer of any kind shall be greater in amount than the purchase price for the Product and in no event shall SDSI's liability exceed the original purchase price of the Product.

8b. IN NO EVENT SHALL SDSI BE LIABLE TO CUSTOMER IN TORT, CONTRACT OR OTHERWISE,

FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, RELIANCE, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT, OR THIS WARRANTY OR SERVICES PROVIDED UNDER THIS WARRANTY, OR FOR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY WITH RESPECT THERETO.

## 9. Privacy

It is understood that it is necessary for SDSI to collect, transfer and process personal data in order to facilitate the requested service and that for this purpose data of the Customer may be transferred to and processed in any country where SDSI or its affiliated companies maintains offices, which include countries outside of the USA, the mandatory laws of which do not guarantee a data protection level equivalent to the laws of the USA member states.

## 10. No warranty claims

10a. Returning the Product to SDSI during the Warranty Period does not automatically mean that it will be repaired free of charge. Upon receiving the Product, SDSI reserve the right to check the validity of the Customer Warranty and the request for Warranty service. If the Warranty Period has lapsed or if any of the exclusions in clause 6 apply, this Warranty shall not apply.

10b. If the service request is out of warranty, SDSI will provide an estimate for the repair to the Customer, which it may accept or reject. If accepted, SDSI will provide the Customer with an invoice for the repair labor, spare parts and other costs stated in the estimate. The invoice shall be paid within 4 weeks of the invoice's date of issue. The repair will only be completed after the invoice is paid in full.

10c. The information in this Warranty card may change without prior notice. Please visit [www.solardatasystems.com](http://www.solardatasystems.com) for current and complete SDSI warranty information.



## 11. Product Returns

11a. Customers have 30 calendar days from the date it was received to return an unopened item for a partial refund on the purchase price. All returns are subject to a 25% restocking fee. Shipping, Handling, Taxes, Duties, Tariffs, Quarantine, Warehousing fees and charges will not be refunded.

11b. Only items purchased directly from SDSI can be returned. Products purchased through other retailers, such as distributors, will not be accepted and must be returned through the original purchaser. SDSI reserves the right to require proof of purchase prior to accepting any returns.

11c. SDSI will not accept any returns on the Remote Secure Gateway or other returns without a valid RMA number. Only specific items listed on the RMA will be accepted. Customers returning products must notify us prior to shipping the return product to avoid that the shipment is refused.

11d. Return shipment arrangements and charges are the responsibility of the customer.

11e. Returned product must be in new condition with all packaging and accessories enclosed in the exact condition in which they were received.

11f. All returns are inspected by our Support team upon receipt before a credit is issued; if the item is determined to have been installed or used in any way, no credit will be given and the product will be returned to the sender at the customer's expense.

## 12. Additional Policy Returns and/or Replacements Outside of the USA

12a. Any replacement unit will only be shipped to a USA-based freight forwarder within the contiguous USA, regardless of original ship to location or domestic address.

12b. No refunds will be given for items that are seized at your local customs office or not delivered, unless returned to SDSI.

12c. We are not responsible for damaged units sent by a USA-based freight forwarder shipped internationally.

12d. For product replacements (RMAs), if SDSI Support concludes that the product was in fact defective, a credit will be issued for reasonable incoming shipping costs. If SDSI support concludes that the product was not defective, the customer is responsible for all Shipping, Handling, Taxes, Duties, Tariffs, Quarantine, Warehousing fees and charges for products that are not malfunctioning.

Solar Data Systems, Inc. reserves the right to refuse any or all returns.

### 13. Governing Law and Forum

This Warranty is governed by the laws of the State of Connecticut, without giving effect to conflict of laws principles. Any and all legal proceedings to enforce this Warranty shall be brought in the state or federal courts sitting in Fairfield County, Connecticut.

Address for Warranty Claims:

23 Francis J Clarke Circle Suite 4A, Bethel, CT 06801 USA