

Warranty & Monitoring Policy 1.5

General Policy Overview

Our ability to monitor depends on third party data sources, including, but not limited to, private inverter manufacturers and electric utility companies. Any damage or lost production caused by the homeowner's failure to quickly recognize an issue and notify the solar contractor will not be covered, as is the case with standard homeowner warranties with homebuilders. For customers without active monitoring service, it is the customer's responsibility to monitor their own solar production and notify their installing contractor if they notice any unusual fluctuations in solar production.

Active Monitoring

Our monitoring department looks at each system a minimum of once per quarter. The system is reviewed down to the panel level view to make sure there are no hidden issues. We check the production, panels, inverter, optimizers, micro-inverters, device screen and communication for overall system health. We perform weekly reports through Know True-Up that flag any system that has a loss in production of 30% or more.

Procedure for Flagged Items in SolarEdge or Enphase

1.1 Flagged Items in SolarEdge or Enphase

Primarily because a large percentage of perceived SolarEdge / Enphase issues resolve themselves through automated inverter cycling operations, and also due to the high percentage of perceived SolarEdge / Enphase issues that end-up being false positives, the contractor will allow 3 business days from the date of identification of a perceived / potential issue (whether identified by the contractor or by the customer) to determine if it is necessary to investigate and / or send an alert.

1.2 Return Merchandise Authorizations (RMA)

RMA procedures vary between manufacturers and SMP will follow each manufacturer's independent procedure. Swift resolution of an RMA case depends on the timely responsiveness and

shipping from the manufacturer. While it is the goal of the contractor to resolve all issues as soon as possible, the following timelines are set forth as a company policy for how much time is required to resolve various types of warranty issues.

1.3 Solar Module Replacement Limitations

Although contractor will attempt to match like for like equipment, due to limitations in availability of module series types, replacement modules provided by manufacturers under these warranties may not match the original dimensions or aesthetics of modules installed on the initial installation but will meet or exceed the power output of the replaced equipment.

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Procedure for Flagged Items in SolarEdge or Enphase (Cont'd)

1.4 Individual Panel Issues/Issues at the Panel-level

Issues related to an individual DC optimizer, an individual micro-inverter, and / or an individual solar panel will be resolved within 33 business days from the date of identification of a perceived / potential issue (whether identified by the contractor or by the customer). These are considered non-critical / non-priority cases.

The contractor performs non-critical / non-priority service operations on specifically scheduled dates which are scheduled in advance. These operations are done based on service-area for contractor route optimization purposes.

1.5 Partial System Failures

Cases where production is down 30% or more from the average of the preceding 10-days will be given 23 business days from the date of identification of a perceived / potential issue (whether identified by the contractor or by the customer). These are considered medium-priority cases.

1.6 Central-inverter Failure/System-wide Failure

Central-inverter RMA turnaround time can be up to 18 business days or longer from the date of identification of a perceived / potential issue (whether identified by the contractor or by the customer).

Replacement equipment will not always be a brand-new identical version of the replaced equipment.

The customer is entitled to continuing inverter warranty coverage as described in their original solar-installation agreement.

RMA procedures vary between manufacturers and SMP will follow each manufacturer's independent procedure. Swift resolution of an RMA case depends on the timely responsiveness and shipping from the manufacturer. For customers with active monitoring SMP should be made aware of system failure through the online SolarEdge and / or KTU monitoring platforms. These are considered **critical / high-priority cases**.

Repair Promise

During the entire Warranty Period the Contractor will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the "Repair Promise"). If we damage your home, your belongings or your property we will repair the damage we cause or pay you for the damage we cause. Solar manufacturer and contractor warranty coverages provide for replacement of same or greater wattage as the original installed module but do not guarantee exact model number or visual match for panels that require replacement under the warranty terms. The Contractor may use new or reconditioned parts when making repairs or replacements. The Contractor may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at the contractor's discretion. This warranty is transferable to subsequent owners of the home during the warranty periods specified in each customer's individual home improvement agreement.

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Underproduction

SMP does not provide an annual production guarantee for year 1 nor for any year.

Factors that can affect solar production, many of which are outside of the contractor's control:

If system production in the first 365 days is below 85% of the estimated year-1 production an internal investigation will be triggered to determine whether this underperformance was caused by an internal equipment issue or one or more of the factors that affect production listed above.

Our contract disclosures state that the production warranty is provided by the manufacturer of the panels. If a panel is not producing at the warranted rate it is under warranty by the manufacturer and the contractor will utilize the manufacturer warranty to replace the panel.

A system's total year 1 production below 100% of the estimate does not necessarily, and is not usually, indicative of a defect. If the panels are producing at their warranted rate given the various site-specific conditions of installation, including tilt, azimuth, roof obstacles, and other aforementioned factors, then production between 85% and 100% is not considered defective or unusual. The warranty, Exhibit 3, 2(d)(vi), excludes from the warranty any loss of production not caused by a System defect. The last sentence in section 2 of the warranty excludes any warranty of cost savings from use of the system.

The warranty terms do not impose any specific deadlines for SMP to repair the system, so California law will imply a "reasonable time" deadline based on the circumstances of the warranty claim such as parts availability, troubleshooting progress, and customer responsiveness and availability.

Factors That Can Negatively Affect Solar System Performance

- Weather (heat and resistance, smog, air particles)
- Wildfire smoke
- Soiling
- Degradation
- Shading from roof obstacles (pipes, vents, dormers, shed-dormers, chimneys, skylights, HVAC units/AC units, etc.)
- Shading from trees and other foliage on customer's property and neighboring properties
- Design changes requested by homeowners at the design stage
- Downtime as a result of component failure, whether "panel level" or "partial" or "system wide" as described above SMP sets and enforces an internal threshold of 85% of estimated year-1 production.
- If system production in the first 365 days is at or above 85% of the estimated year-1 production then it is considered within tolerance/within normal standards.
- If system production in the first 365 days is below 85% of the estimated year-1 production SMP will look at the factors and see which ones were within our control and which ones weren't.
- If system production in the first 365 days is below 85% of the estimated year-1 production an internal investigation will be triggered to determine whether this underperformance was caused by an internal equipment issue or one or more of the factors that affect production listed above.

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Monitoring Policy

Customer must be in KTU with inverter and utility connected to be monitored by us. If you're a customer that does not have a monitoring service contracted through us we are warranting your system but we are not monitoring it.

True-Up

The solar company is not responsible for your power bill. Your true-up bill is directly related to your production and your consumption. Downtime as a result of equipment failure: Reimbursement will be at a per day amount after company determined timelines are exceeded at \$.20 per kWh of the lost power (which may vary depending on the season and amount of time to go through the normal RMA process and make the repair).

Customer Obligations and Acknowledgements

(1) The best time to bring up questions or concerns about an electric statement is when the customer receives their monthly net-energy-metering statement and not at the end of the 12-month net-energy-metering cycle.

(2) The contractor and its sales-persons are NOT responsible for utility charges incurred. The best way for a customer to avoid a true-up bill is to keep usage habits congruent with the design of the solar system, to monitor the cumulative net-energy-metering balance as often as possible, and to verify the production of the solar system on a regular basis.

(3) Solar systems are interconnected with electric utilities under the terms of the utilities' net-energy-metering programs. Customers enter into their solar agreement understanding the definition of non-bypassable charges (\$0.02 /kWh), time-of-use rate schedules, net-energy-metering billing (true-up billing), and monthly minimum charges (\$10 - \$29 / month).

Customers must also monitor a separate page of their monthly net-metering statement to ensure they are aware of their year-to-date balance of net-metering charges.

(4) Contractor reserves the right to modify the terms of this policy at its discretion and without notice. If you have questions related to your systems warranty or this policy or related to active monitoring of your system please contact us at 559-447-1557 or email us at info@solarmaintenancepros.com.

(5) Customer acknowledges that each individual protection, service, and commitment from the contractor is dependent on the number of years of service purchased in the customer's contract. Individual Solar Home Improvement Agreements include specified number of years of individual services and the contractor is not liable to provide such services beyond the initial term unless the customer purchases additional services through a new contract when applicable.



844-OWN-SOLAR
solarnegotiators.com

Solar Negotiators
6701 N. Milburn Ave
Fresno, CA 93722

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