

# Beacon Power Corporation – Limited Warranty for Photovoltaic Inverter Products

January 13, 2004

## Scope of Warranty

Beacon Power Corporation hereby warrants that, subject to the conditions and limitations below, the inverter product that bears its trademark will be free from defects in materials and workmanship for a warranty period of 60 months.

If the owner supplies the owner's warranty-card information to Beacon Power within 90 days after the installation of the product at owner's premises, then the warranty period commences on the earlier of the date of installation or six months after Beacon Power shipped the product. However, if the owner does *not* supply this information within the 90 days, the warranty period commences on the date of Beacon's shipment.

Upon expiration of the warranty period, parts and service can be provided at a cost reached by agreement between the owner and Beacon Power. If Beacon Power repairs or replaces a product, its warranty will continue for the remaining portion of the original Warranty Period or 90 days from the date the repaired/replaced unit is returned to the owner, whichever is greater. If the owner sells the product as part of a sale of the property in which the product is installed, then the warranty shall remain in effect, and may be enforced by the new owner of the product and property for the remainder of the warranty period.

## Beacon Power Responsibilities

If a product is covered by the warranty, then it will be repaired or replaced according to the terms of this warranty. Repairs will generally be made at a Beacon Power-approved facility, although at Beacon Power's discretion after consultation with owner, repairs may be made on-site. Repairs or replacements covered by this warranty may be made with parts or products of original design, or at Beacon Power's option, of improved design. All replaced products and all parts removed from repaired products become the property of Beacon Power.

- If Beacon is notified *by the 30<sup>th</sup> day* after initial installation that the product failed to operate due to reasons covered by the warranty, Beacon Power will pay freight charges for owner's return of the product to a Beacon Power-approved facility. If Beacon is notified *after the 30<sup>th</sup> day* after installation that the product failed to operate due to reasons covered by the warranty, the owner will pay freight charges for shipping the unit to a Beacon Power-approved facility.
- If Beacon Power's analysis of the returned unit confirms that a product is defective in materials or workmanship and is covered by the warranty, Beacon will repair the unit, or replace it, and return the product to owner at Beacon Power's expense. If it is determined that the problem with the product is not defective or not otherwise covered by this warranty, the owner will pay all parts, labor, and freight charges relating to the non-warranty repair.
- In no case will Beacon Power be responsible for any costs incurred by the owner as part of the removal or re-installation process, including without limitation, damages to owner's property, costs of any travel to/from owner's premises, workman fees or costs associated with removing or reinstalling the product, etc. Also, this warranty does not cover any service or maintenance that may be required on-site.

## Warranty does not apply in certain circumstances:

- If the owner does not operate, maintain and care for the product in accordance with Beacon Power published and/or specific written instructions.
- If the owner fails to make the warranty claim in writing, or if the claim is received by Beacon Power after the warranty period or more than 30 (thirty) days after the date on which the alleged defect was discovered.

- If Beacon Power's analysis confirms that the product is not covered by the warranty, for example, because it is not defective in materials or workmanship; or because the problem is due to improper use, abuse, neglect, and/or improper repair, repair or adjustments not authorized by Beacon Power, use with attachments, accessories or parts not sold by Beacon, accidents, poor handling, or improper storage, damage in shipping, acts of war or terrorism, natural disasters such as lightning, earthquake, tornado, hurricane, fire, or other acts of force majeure, etc.
- If owner failed to comply with the terms and conditions of sale of the product.
- If the product is not manufactured by Beacon Power and bears the trademark of a company other than Beacon Power. In such a case, the owner's warranty rights would be governed by whatever warranty is provided by the product's manufacturer.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS DOCUMENT, BEACON POWER MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY COMPONENT OR PART, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. FOR INSTANCE, THE PRODUCT IS NOT DESIGNED AND SHOULD NOT BE USED FOR OR WITH SUPPLYING EMERGENCY LOADS, LIFE SUPPORT SYSTEMS OR DEVICES OR FOR MEDICAL APPLICATIONS. BEACON POWER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR BEACON POWER ANY LIABILITY OTHER THAN THE LIMITED LIABILITY SET FORTH HEREIN, AND ALSO IS NOT RESPONSIBLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF BEACON POWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES. IN NO EVENT NOR AT ANY TIME DOES BEACON POWER'S LIABILITY EXTEND BEYOND AN AMOUNT EQUAL TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages. So, the above limitations may not apply to you. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

<b>Project</b> :	_____	<b>Sold by*</b>	:	_____
<b>Owner*</b> :	_____	<b>Installer*</b>	:	_____
<b>Phone*</b> :	_____	<b>Electrician</b>	:	_____
<b>Address*:</b>	_____	<b>Installation Date*</b>	:	_____
	_____	<b>Product(s) Warranted</b>	:	_____
	_____	<b>Serial Number *</b>	:	_____
	_____	<b>PV Input Power (Watts)*:</b>	:	_____

To file a claim under this warranty please contact:

**Beacon Power Corporation**, 234 Ballardvale St, Wilmington MA 01887 USA  
Ph. 978-694-9121, Fax 978-694-9127, [service@beaconpower.com](mailto:service@beaconpower.com)

\* Required Information