

PVDivert LIMITED WARRANTY

This Limited Warranty is provided by Badger Power Electronics (BPE) and covers defects in workmanship and materials in your BPE PVDivert. This Warranty Period lasts for 3 years from the date of purchase at the authorized point of sale to you, the original end user customer, unless otherwise agreed in writing. You will be required to demonstrate proof of purchase to make warranty claims. This Limited Warranty is transferable to subsequent owners but only for the unexpired portion of the Warranty Period. Subsequent owners also require original proof of purchase as described in "What proof of purchase is required?". To obtain service under this Limited Warranty, the holder of the Warranty must comply with the Return Merchandise Authorization (RMA) procedures, which will be provided to the customer on request by a BPE technical support representative or by emailing: hello@badgerpowerelectronics.com.

During the Warranty Period, BPE will, at its discretion, repair the product (if economically feasible) or replace the defective product free of charge, provided that you notify BPE of the product defect(s) within the Warranty Period and provided that BPE through inspection, establishes the existence of such the defect(s) and that the defect(s) is/are covered by this Limited Warranty. BPE will, at its option, use new and/or reconditioned parts in performing warranty repair and building replacement products.

BPE reserves the right to use parts or products of original or improved design in the repair or replacement. If BPE repairs or replaces a product, its warranty continues for the remaining portion of the original Warranty Period or 90 days from the date of the return shipment to the customer, whichever is greater. All replaced products and all parts removed from repaired products become the property of BPE.

Claims are limited to repair and replacement or if in BPE's discretion that is not possible, reimbursement up to the purchase price paid for the product. BPE will be liable to you only for direct damages suffered by you and only up to a maximum amount equal to the purchase price of the product. This Limited Warranty does not warrant uninterrupted or error-free operation of the product or cover normal wear and tear of the product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems.

This warranty does not apply to and BPE will not be responsible for any defect to:

- a) the product if it has been misused, neglected, improperly installed, physically damaged or altered, either internally or externally, or damaged from improper use or use in an unsuitable environment.
- b) the product if it has been subjected to fire, water, generalized corrosion, biological infestations, or natural disasters
- c) the product if repairs have been done to it other than by BPE.
- d) the product if it is used as a component part of a product expressly warranted by another manufacturer.
- e) the product if its original identification (trademark & serial number) markings have been defaced, altered, or removed.
- f) the product if it is located outside of the country where it was purchased.
- g) any consequential losses that are attributable to the product losing power whether by product malfunction, installation error or misuse.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY BPE IN CONNECTION WITH YOUR BPE PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS LIMITED WARRANTY.

IN NO EVENT WILL BPE BE LIABLE FOR: (1) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF BPE HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE, (2) ANY LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF BPE'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM, AND (3) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT.