

Warranty

What does this warranty cover and how long does it last? This Limited Warranty is provided by Xantrex Technology Inc. ("Xantrex") and covers defects in workmanship and materials in your PROwatt™ SW Sine Wave Inverter. This warranty period lasts for 24 Months from the date of purchase at the point of sale to you, the original end user customer, unless otherwise agreed in writing (the "Warranty Period"). 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?"

What will Xantrex do? During the Warranty Period Xantrex will, at its option, repair the product (if economically feasible) or replace the defective product free of charge, provided that you notify Xantrex of the product defect within the Warranty Period, and provided that Xantrex through inspection establishes the existence of such a defect and that it is covered by this Limited Warranty.

Xantrex will, at its option, use new and/or reconditioned parts in performing warranty repair and building replacement products. Xantrex reserves the right to use parts or products of original or improved design in the repair or replacement. If Xantrex 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

What proof of purchase is required? In any warranty claim, dated proof of purchase must accompany the product and the product must not have been disassembled or modified without prior written authorization by Xantrex.

Proof of purchase may be in any one of the following forms:

- The dated purchase receipt from the original purchase of the product at point of sale to the end user; or
- The dated dealer invoice or purchase receipt showing original equipment manufacturer (OEM) status; or
- The dated invoice or purchase receipt showing the product exchanged under warranty.

What does this warranty not cover? Claims are limited to repair and replacement, or if in Xantrex's discretion that is not possible, reimbursement up to the purchase price paid for the product. Xantrex 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 Xantrex will not be responsible for any defect in or damage 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 input voltage that creates

return shipment to the customer, whichever is greater. All replaced products and all parts removed from repaired products become the property of Xantrex.

Xantrex covers both parts and labor necessary to repair the product, and return shipment to the customer via a Xantrex-selected non-expedited surface freight within the contiguous United States and Canada. Alaska, Hawaii and outside of the United States and Canada are excluded. Contact Xantrex Customer Service for details on freight policy for return shipments from excluded areas.

How do you get service? If your product requires troubleshooting or warranty service, contact your merchant. If you are unable to contact your merchant, or the merchant is unable to provide service, contact Xantrex directly at:

Telephone: 1 800 670 0707 (toll free North America)
1 408 987 6030 (direct)

Fax: 1 800 994 7828 (toll free North America)

Email: customerservice@xantrex.com

Website: www.xantrex.com

Direct returns may be performed according to the Xantrex Return Material Authorization Policy described in your product manual. For some products, Xantrex maintains a network of regional Authorized Service Centers. Call Xantrex or check our website to see if your product can be repaired at one of these facilities.

operating conditions beyond the maximum or minimum limits listed in the Xantrex product specifications including but not limited to high input voltage from generators and lightning strikes;

- c) the product if repairs have been done to it other than by Xantrex or its authorized service centers (hereafter "ASCs");
- d) the product if it is used as a component part of a product expressly warranted by another manufacturer;
- e) component parts or monitoring systems supplied by you or purchased by Xantrex at your direction for incorporation into the product;
- f) the product if its original identification (trade-mark, serial number) markings have been defaced, altered, or removed;
- g) the product if it is located outside of the country where it was purchased; and
- h) any consequential losses that are attributable to the product losing power whether by product malfunction, installation error or misuse.

Disclaimer

Product

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY XANTREX IN CONNECTION WITH YOUR XANTREX 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 XANTREX BE LIABLE FOR: (a) 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 XANTREX HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE; (b) ANY LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF XANTREX'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 (c) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT BY PERSONS NOT AUTHORIZED BY XANTREX.

Exclusions

If this product is a consumer product, federal law does not allow an exclusion of implied warranties. To the extent you are entitled to implied warranties under federal law, to the extent permitted by applicable law they are limited to the duration of this Limited Warranty. Some states, provinces and jurisdictions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which may vary from state to state, province to province or jurisdiction to jurisdiction.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.