



***“Silfab is proud to acknowledge Semper Solaris as a premier Silfab Installer”  
Semper Solaris has the authority to provide this enhanced warranty to system owners whose system is  
installed during period of July 9, 2020 to December 31, 2020.***

## **Enhanced Warranty Terms**

Reference is made to Silfab’s *Limited Product and Linear Performance Warranty* (the “**Limited Warranty**”). The following terms and conditions (the “**Enhanced Warranty**”) supplement and amend the terms and conditions of the Limited Warranty, which otherwise continue to apply. All capitalized terms have the meanings given in the Limited Warranty unless otherwise defined in these Enhanced Warranty Terms.

1. For the purposes of this Enhanced Warranty,
  - (a) “**Eligible Product**” means a Product that meets all of the following criteria: (i) it is part of the SIL Product line; (ii) it was sold to, and installed for, the original Purchaser by an installer that was a Premium Silfab Installer at the time of such purchase and installation; and (iii) it was originally installed at a premises located in the continental United States (as identified by a legal or municipal address, the “**Owner Site**”) and remains installed at that Owner Site.
  - (b) “**Eligible Warranty Claim**” means a claim made by the Owner (or installer on Owner’s behalf) in respect of a defective Eligible Product where the Owner is entitled to a remedy for such defect under the Limited Warranty.
  - (c) “**Premium Silfab Installer**” means an installer that is recognized by Silfab Solar (in its sole and absolute discretion) as being a Premium Silfab Installer at the applicable time.
  - (d) “**Warranty Installer**” means the installer that is used to remove defective Products and to install replacement Products pursuant to a claim under the Limited Warranty.
2. Notwithstanding anything to the contrary in the Limited Warranty (including under Section 5(e) of the Limited Warranty), if (i) the Owner makes an Eligible Warranty Claim, and (ii) the Warranty Installer is a Premium Silfab Installer or alternative installer approved in writing by Silfab, then Silfab will reimburse the Warranty Installer for the following costs and expenses, to the extent they are documented and reasonably incurred by the Warranty Installer in respect of the Eligible Warranty Claim:
  - (a) Shipping costs incurred to ship Eligible Products from the Owner Site to the address specified by Silfab in its RMA process;

- (b) the costs of re-shipping any repaired or replaced Eligible Products from Silfab's location to the Owner Site; and
  - (c) the Warranty Installer's costs and expenses associated with the removal of Eligible Products and the re-installation of repaired or replacement Products ("**Labor Compensation**"), provided that Labor Compensation will not exceed USD\$450 per Owner Site and is subject to the following sub-limits: (i) a maximum USD\$300 for all costs associated with the labor, equipment, parts (not including the Silfab Solar replacement Products) (collectively "**Eligible Expenses**") incurred for the removal and reinstallation of the 1<sup>st</sup> defective module at the Owner Site; and (ii) a maximum of USD\$50 for Eligible Expenses incurred for each additional defective module replaced at the Owner Site to a maximum of USD\$150.
3. The reimbursements under Section 2 will be paid by Silfab Solar to the Warranty Installer only and not to the Owner. The Owner is not entitled to any direct reimbursement or payment under this Enhanced Warranty in any circumstances.
  4. The Owner should submit Eligible Warranty Claims through its original installer. If the original installer is no longer a Premium Silfab Installer (or is no longer available to manage the Eligible Warranty Claim), the Owner may contact Silfab Solar to request a referral to a current Premium Silfab Installer to manage the Eligible Warranty Claim.
  5. The Owner acknowledges that Silfab Solar retains the sole and absolute discretion at any time to grant or revoke any installer's status as a Premium Silfab Installer. Without limiting the foregoing, the Owner acknowledges that its original installer may no longer be a Premium Silfab Installer at the time an Eligible Warranty Claim is made and there may not be any Premium Silfab Installer available at that time in your area to manage such Eligible Warranty Claim.
  6. The terms and conditions of the Limited Warranty continue to apply in all respects other than as expressly modified by this Enhanced Warranty. The Limited Warranty together with this Enhanced Warranty constitutes the entire agreement of Silfab Solar and the Owner with respect to the warranty coverage available for Eligible Products.