

Our Warranty You Can Rely On

Your warranty should always be simple and straightforward. Here at Bang Solar we have created your protection to be transparent and have a direct focus on each client. No more guessing or being left unsatisfied by companies not protecting your investments or current property. Our warranty has a few items you need to be able to distinguish:

1. **Limited Manufacturer's warranty (only based on manufacturer limits)**
2. **Workmanship Warranty (2- year federal minimum for all companies)**
3. **Production Warranty (Designed Specifically for you and gives peace of mind)**

LIMITED WARRANTY

This Limited Warranty Agreement (this "Limited Warranty") is Company agreement to provide you warranties on the solar panel system (the "system") installed by Company. The system will be professionally installed by our own certified installation technicians or Company approved service provider at the home listed in your solar system sales & installation agreement (the agreement"). The limited warranty begins on approval after the final agency inspection as set forth in this agreement.

I. COMPANY LIMITED WARRANTIES

A. LIMITED WARRANTIES.

1. **Workmanship Warranty.** Company Warrants that (1) all materials furnished by Company are new (unless otherwise expressly required or permitted by this agreement); (2) all workmanship and services furnished by Company hereunder are of the good quality; and (3) all work is in conformance with the requirement of all applicable agencies and codes (collectively, the "installation warranty") This installation Warranty shall commence upon receipt by Company final progress payment (as described in exhibit (A) and shall last for a period of one **(10) years**, which period shall be extended constitute one year form the date of any defective work

(see below). At your request Company shall provide evidence of the quality and type of material and equipment furnished by Company. All work not conforming to all of Company's express and implied warranties, including substitutions not allowed or authorized by you, shall be deemed "defective work." Company promptly shall repair and make good all defective work (such repair being "corrective work"). Company shall commence the corrective work within thirty (30) calendar days after actual receipt from you of notice of the defect. Company shall diligently and continuously complete the corrective work to your reasonable satisfaction. If company fails to commence or diligently and continuously complete the corrective work in accordance with this provision, you shall have the right to reimbursement of utility bills following final day work must be started and until work is completed and system is restored to normal functionality.

2. **Roof Warranty.** If we penetrate your roof during installation, we will warrant roof damage we cause to areas that we within a three (6) inch radii of our roof penetrations (the "roof warranty"). This roof warranty run the longer of (a) one (2) years following the completion of the system installation and (b) the length of existing warranty on your roof.
3. **Production Warranty.** Production will maintain the proper degradation schedule set here in the warranty and in accordance with production guarantee set on PV Agreement.
 - a. 10- years: 98% or better of production guarantee.
 - b. 11-20 years: 93% or better of production guarantee.
 - c. 21-25 years: 90% or better of production guarantee.
 - d. 26-30 years: 75% or better of production guarantee.

Your solar ambassador will do a routine diagnostic check 6 months following successful installation to ensure system is working properly. At 12 months a follow up diagnostic will be completing to ensure proper functionality and goals are met, your Solar Ambassador will share these results with you and plan the future for your system.

If your system fails to meet production values listed in this warranty, you will be compensated for the kWh's not produced at a rate of \$0.10 per kWh. We are not responsible for additional utility bills or increased utility rates and changes imposed by your utility.

- B. **Assignment of Warranties.** If you validly have acquired or been assigned on existing agreement, then these Limited Warranty will cover you for the remaining balance of the applicable warranty period(s).
- C. **Disclaimer of system performance Warranties.** The limited warranties in section I.A of this agreement are the only express warranties made by Company with respect to the system. Company makes no warranties or guarantees concerning the electricity generation performance, efficiency, or output of the system should there be manufacturers defects. Company hereby disclaims, and
- D. **Other Exclusions.** Any act by you that serves to affect the integrity of the work by Company (including, but not limited to, attempts by you to perform corrective work or other warranty work without first issuing a notice of defect to company, but excluding work performed after the issuance of such notice of defect in the event that Company fails to act pursuant to section I.A.1 of this exhibit automatically shall invalidate and render void the installation warranty, use warranty, and roof warranty. Company will not cover vandalism or suspected vandalism, intentional misuse, or when utility company validates that any utility equipment has been compromised. Customer must also be current on all utility and or solar bills and payments for warranties to apply or work to be commenced. Company shall be responsible for enforcing and all warranties given by its subcontractors, suppliers, or manufactures, except as to any manufacture's warranties that are assigned to you. All guarantees and warranties under this agreement shall inure to the benefit of your successors and assigns, including any third-party purchaser(s) and homeowner's association, as applicable. The obligations under this exhibit shall survive both final payment for the work and the expiration of any termination of this agreement. Any failure by Company to correct defective work pursuant to this exhibit constitutes a breach of this agreement. Company shall insert the

terms of this exhibit into all subcontracts and agreements executed in connection with the work to be performed hereunder and explicitly shall pass these provisions to its subcontractors. The foregoing warranties and obligations of Company set forth by the laws of the state of Texas.

- E. **Additional State Law Rights.** This limited Warranty gives you specific rights, and you may also have other rights which vary from state to state.

II. **SOLAR PANEL AND INVERTER WARRANTIES.**

Upon final completion of the work, Company agrees to assign to you any and all manufacture's warranties relating to the work, including the solar panel and inverter warranties. Company has acquired and installed new solar panels that are warranted by the manufacturer for a period of no less than ten (10) years. Company has acquired and installed new inverter that is warranted by the manufacturer for a period of no less than (10) years. Company does not warrant or guarantee any of the aforementioned manufacturer warranties, but-upon final payment under the agreement Company shall assign each of said manufacturer warranties to you. It is your obligation to follow each of the instructions, limitations, and requirements in any manufacturer warranties after final completion of the work.

III. **Need for Assistance; Transfer Warranty**

- A. **Assistance process.** You can receive service the following ways:
1. Emailing or calling your Solar Ambassador assigned to your account.
 2. Calling us from our website contact page.
- Or
3. Emailing us at service@bangsolar.com.

B. **Transferable Warranty.**

You may transfer your warranty to 1 person of your choosing if they own the property. The cost to transfer is a one-time payment of \$300. Some restrictions may apply to Manufacturer warranties if applicable,

however workmanship and production warranties will still be intact for new homeowner and their solar system.

IV. **SYSTEM REPAIR; REMOVAL.**

Absent the execution of a separate agreement for such services, Company shall have no obligation to repair or service system (except pursuant to any of the warranties hereunder) or to remove the system from your home. You should consider options for period maintenance and servicing of the system. Please contact your account representative for more information. Please also consult your manufacturers' warranty information for details on cleaning as well as keeping the panels free of leaves, shading, dirt, and other debris-all of which may significantly degrade the performance of the system.

We offer a one-time R&R of your system, if for insurance claim on roofs we must be paid according to the insurance claim. If noninsurance claims we will complete this one-time service at no cost. We also offer cleaning services to all clients, call your Solar Ambassador for details.

V. **LIMITATION OF DURATION OF IMPLIED WARRANTIES.** To the extent permitted by applicable law, any implied warranties (including the implied warranty of fitness for a particular purpose or use and the implied warranty of merchantability) arising under state law shall not extend past the expiration of the applicable warranty periods set forth in section 1.A of this exhibit.

VI. **NOTICES:**

All notices under this limited warranty shall be in writing and shall be sent as otherwise required by the parties' Agreement.

VII. **ASSIGNMENT BY COMPANY.**

Company may assign its right or obligations under this limited warranty to a third party without your consent, provided that any assignment of Company's obligations under this limited warranty shall be to a party qualified to perform such of Company's obligations to you.