

Decommissioning Plan: Webster Solar Gardens LLC



Montante Solar

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1. Introduction

Webster Solar Garden LLC proposes to build a photovoltaic (PV) solar facility in the Town of Webster under New York State's distributed generation remote net crediting program. The Solar Facility is planned to have a nameplate capacity of approximately 5.0 megawatts (MW) alternating current (AC) and be built on approximately 19 acres, (of a larger 128-acre parcel), of private land owned by Xerox Corporation (the "**Site**").

This Decommissioning Plan ("**Plan**") provides an overview of activities that will occur during the decommissioning phase of a Solar Facility, including activities related to the restoration of land, the management of materials and waste, projected costs, and a decommissioning fund agreement overview.

The Solar Facility will have a maturity date of twenty-five (25) years, with the possibility of two five (5) year extensions, ("Project Maturity Date"). The Solar Facility has an estimated useful lifetime of 35 years. This Plan assumes that a Solar Facility will be dismantled and the Site restored to a state similar to its pre-construction condition at the Project Maturity Date. The Plan also covers the case of the abandonment of a Solar Facility, for any reason, prior to the Project Maturity Date.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the electrical grid and the removal of all Solar Facility components, including:

- Photovoltaic (PV) modules, panel racking and supports
- Inverter units, medium voltage equipment, and other electrical equipment related to the Project
- Conduit, wiring cables, communications equipment, Project-owned utility poles
- Concrete foundations

This decommissioning plan is based on current best management practices and procedures and may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

2. Project Information: Webster Solar Garden LLC

Address: 750 Phillips Road, Webster NY
Tax ID: 065.02-1-40.11
Project Size: 6.63 MW-dc/ 5.0 MW-ac
Project Site Plan: Attached- Exhibit A
Landowner: Xerox
Lease: 25-Year Lease, two optional 5-Year extensions
Initial Project Maturity Date: 2051 (25-Years after initial operation)

Project Company: Webster Solar Garden LLC
Contact: Daniel Montante, Owner
Address: 2760 Kenmore Ave., Buffalo NY 14150
Telephone: 716-876-8899 X121
Email: dmontante@montante.com

Legal inquiries should be directed to:

Blaine S. Schwartz, Partner
Lippes Matthias
50 Fountain Plaza, Suite 1700
Buffalo NY 14202-2216
Phone: 716-853-5100 x1374
Email: bschwartz@lippes.com

3. General Decommissioning and Notification Process

Prior to decommissioning, a Change in Use Notification will need to be filed with the New York State Department of Environmental Conservation (NYSDEC), as this site has ongoing monitoring and oversight by the Department. Any considerations, means and/or methods recommended by NYSDEC at the time of decommissioning will be incorporated into the Decommissioning Plan.

After the Change in Use Notification is reviewed and accepted by NYSDEC, all necessary permits for the dismantling of the System will be procured including building permits through the Town of Webster.

At the time of decommissioning the installed components will be removed, reused, disposed of, and recycled, where possible. The Facility Site will be restored to a state similar to its pre-construction condition. All removal of equipment will be done in accordance with any applicable regulations and manufacturer recommendations.

3.1 Equipment Dismantling and Removal- Order of Operations:

Generally, the decommissioning of a Solar Facility proceeds in the reverse order of the installation:

1. The Solar Facility shall be disconnected from the utility power grid.
2. PV modules shall be disconnected, collected, and disposed of at an approved solar module recycler or reused, where possible.
3. All aboveground and underground electrical interconnection and distribution cables shall be removed and disposed of off-site by an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and recycled by an approved facility.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed of off-site by an approved facility.
6. Concrete foundations shall be broken up, removed and disposed of off-site.
7. Fencing is a requirement of the NYSDEC Site Closure Plan for this landfill cap located on this parcel. Array fencing will either remain intact, or be dismantled and disposed of. Should it be dismantled, in its place new fencing shall be installed directly around the capped landfill and per required by NYSDEC.

3.2 Environmental Effects

Decommissioning activities, particularly the removal of project components could result in environmental effects like those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation/fuel spills) to adjacent watercourses or significant natural features. Mitigation measures like those employed during the construction phase of the Solar Facility will be implemented, with a SWPPP or Sediment and Erosion Control Plan submitted to the Town Engineer for review and approval.

Such mitigation measures will remain in place until the site is stabilized to ensure any potential erosion, silt/sediment runoff, or other impacts to the Facility Site, or the significant natural resources located adjacent.

Due to the environmental legacy of this site, any exposed soils during System Decommissioning will be tested by an environmental monitor. Soils will remain on site, where possible, or spoils will be appropriately recorded, removed, and disposed of.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment along with an increase in particle matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from heavy machinery and an increase in trips to

the project location. Work will be undertaken during daylight hours and conform to any applicable noise and work restrictions.

3.3 Site Restoration

Through the decommissioning phase, the Facility Site will be restored to a state similar to its pre-construction condition.

All project components (see **Table 1**) will be removed. Rehabilitated lands may be seeded with a low-growing species such as clover to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

Table 1: Management of Excess Materials & Waste

PV panels	If there is no possibility for reuse, the panels will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Metal array mounting racks and steel supports	These materials will be recycled off-site at an approved facility; most metals have salvage value
Transformers and substation components	The small amount of oil from the transformers will be removed on-site to reduce the potential for spills and will be transported to an approved facility for disposal. The substation transformer and step-up transformers in the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Inverters, fans, fixtures	The metal components of the inverters, fans and fixtures will be disposed of or recycled, where possible. Remaining components will be disposed of in accordance with the standards of the day.
Gravel (or other granular)	The material will be removed from the project location by truck to a location where the aggregate can be processed for salvage. It will then be reused as fill for construction. It is not expected that any such material will be contaminated, however all gravel sampling will occur prior to removal to ensure. Should contamination be found, gravel will be removed and disposed of off-site at an approved facility.
Concrete inverter/transformer Foundations	Concrete foundations will be broken down and transported by certified and licensed contractors to a recycling or approved disposal facility. It will then be reused as fill for construction.

Cables and wiring	The electrical line that connects the substation to the point of common coupling will be disconnected and disposed of at an approved facility. Support poles, if made of untreated wood, will be chipped for reuse. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Fencing	Fencing is required to stay in place as the site is an area of ongoing environmental monitoring, per NYSDEC. Should fencing be removed, new fencing surrounding monitored area(s) would need to be reinstalled.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.

3.4 Managing Materials and Waste

During the decommissioning phase a variety of excess materials and waste (listed in **Table 1**) will be generated. Most of the materials used in a Solar Facility are reusable or recyclable. Any remaining materials will be removed and disposed of off-site at an appropriate facility. Contractor will prioritizing local manufacturers, subcontractors, waste firms, and recycling facilities to segregate material to be disposed of, recycled, or reused.

Webster Solar Garden LLC will be responsible for the logistics of collecting and recycling the PV modules and minimizing the potential for modules to be discarded in municipal waste stream. Due to a recent increase in the use of solar energy technology, many panels from a variety of projects will be nearing the end of their lifespan. It is anticipated there will be more recycling options available for solar modules at that time. Disposing of the solar modules will be done using best management practices at the time of decommissioning.

4. Costs of Decommissioning

The costs below are the current estimated costs to decommission the Webster Solar Garden LLC Solar Facility. The salvage values of valuable recyclable materials (aluminum, steel, copper, etc) are not factored into the below costs. The scrap value will be determined on current market rates at the time of salvage.

<u>Item of Work</u>	<u>Labor</u>	<u>Equipment</u>	<u>Transport</u>	<u>Total</u>
Panel Removal	\$ 26,000	\$ 4,000	\$ 30,000	\$ 60,000
DC Wire Removal	\$ 10,000	\$ 2,000	\$ 2,000	\$ 14,000
Racking Removal	\$ 34,000	\$ 6,000	\$ 12,000	\$ 52,000
Foundation Removal	\$ 48,000	\$ 18,000	\$ 30,000	\$ 96,000
AC Equipment Removal	\$ 8,000	\$ 10,000	\$ 6,000	\$ 24,000
AC Wire Removal	\$ 4,000	\$ 1,000	\$ 1,000	\$ 6,000
Pole & Pole Top Removal	\$ 10,000	\$ 4,000	\$ 2,000	\$ 16,000
Equipment Pad Removal	\$ 2,000	\$ 6,000	\$ 2,000	\$ 10,000
Landscape Restoration	\$ 18,000	\$ 5,000	\$ 0	\$ 23,000
Total	\$ 160,000	\$ 56,000	\$ 85,000	\$ 301,000
+2 % Annual Escalation over 35 years				\$ 590,163
+ 115%: Bond Value				\$ 678,688

**Fence stays intact unless otherwise directed by NYSDEC*

5. Decommissioning Bond

A decommissioning bond will guarantee that monies are available to perform the facility decommissioning. The bond will be held by [insurance company] and will list the both Xerox Corporation and Town of Webster as a beneficiary on the decommissioning bond.

Prior to project construction, a bond with the value of \$678,688 will be posted. A copy of the Decommissioning Bond will be provided to the Town of Webster to keep on file.

Terms of the Decommissioning Bond:

- Shall be irrevocable and shall expressly state that it may not be terminated or cancelled
- Must be held in place by the surety during construction and throughout the entire operation of the System

- Shall increase by 2% from the previous year's value to account for inflation
- Shall be reassessed every 10 years by a third-party licensed engineer to confirm decommissioning estimates are still accurate
 - Any increase in value will require an updated Decommissioning Bond
- Value of the Decommissioning Bond will be 115% of the estimated value; Estimate to be confirmed by a third-party licensed engineer

5.1 Abandonment Before Maturity

If the Solar Facility is not operational for longer than a 12-month consecutive operations period, the Facility will be considered to have been Abandoned. In case of Abandonment of the Solar Facility before its Project Maturity Date, the same decommissioning procedures as for decommissioning after ceasing operation will be undertaken and the same decommissioning and restoration program will be honored. The Town will have the ability to draw on the Project's Decommissioning Bond and pay to have the Project Decommissioned.

6. Existing Conditions, Drone Photos



Looking south from the north of the site



Looking east to west of the site



Looking east to west on the project site



Looking south to north of the project site.

Exhibit A: Project Site Plan

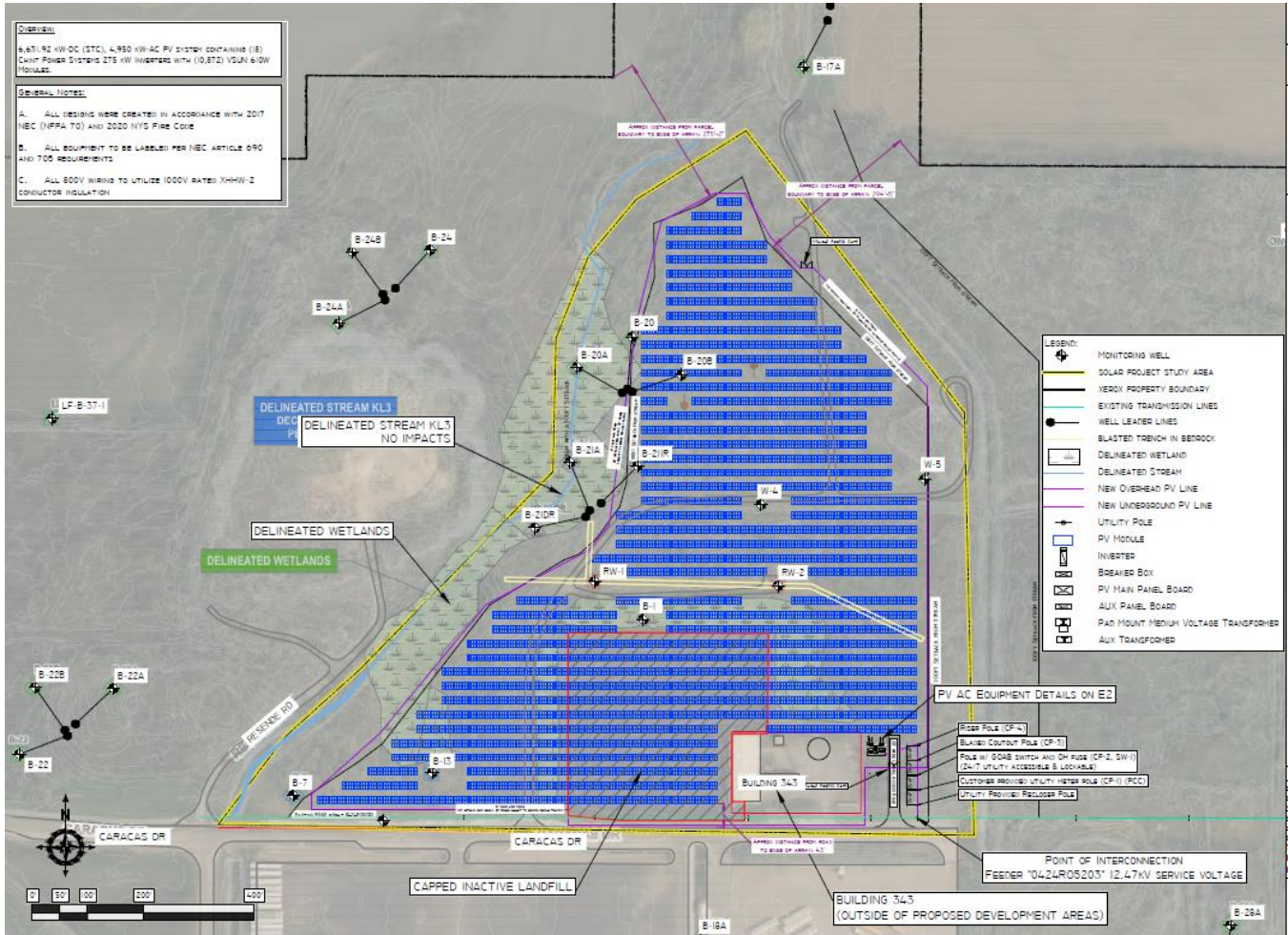


Exhibit B: Decommissioning Bond

Bond No. _____

DECOMMISSIONING BOND

KNOW ALL BY THESE PRESENTS: That we, _____ as Principal, and, _____, an _____ corporation duly authorized under the laws of the State of _____, as Surety, are held and firmly bound unto _____, as Oblige in the maximum aggregate penal sum of _____ Dollars (\$_____.00), lawful money of the United States of America, to be paid to the said Oblige, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Oblige have entered into an agreement whereby principal agrees to complete decommissioning in accordance with the _____, which said agreement, dated _____, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of the decommissioning referred to in said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all thing stand to and abide by, and well and truly keep and perform the decommissioning provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Oblige, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Oblige shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence.
2. The obligation of Surety shall arise when Principal is notified to cure a default, with concurrent notice to Surety, and does not cure the default within the timeframe required under the decommissioning Agreement, such cure period not to exceed 30 days.
 - a.) If there is no Oblige Default, the Surety's obligation under this Bond shall arise after:
 - i.) The Oblige has notified the Principal and the Surety that the Oblige is considering declaring a Principal Default and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the decommissioning Agreement. If the Oblige, the Principal and the Surety agree, the Principal shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Oblige's right, if any, subsequently to declare a Principal Default, and

- ii) The Obligor has declared a Principal Default and formally terminated the Principal's right to complete the Decommissioning Agreement. Such Principal Default shall not be declared earlier than Thirty days (30) after the Principal and the Surety have received notice, and
 - iii) The Obligor has agreed to pay the Remaining Balance Due under the Agreement to the Surety in accordance with the terms of the Agreement or to an entity selected to perform the Agreement in accordance with the terms of the Agreement with the Obligor.
- 3. When the Obligor has satisfied the conditions of Paragraph 2, the Surety will have the right and opportunity, at its sole discretion to promptly take one of the following actions:
 - a) cure the default;
 - b) assume the remainder of the Decommissioning Agreement and to perform or sublet same
 - c) tender to the Obligor funds sufficient to cure the default, up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
- 4. After the Obligor has terminated the Principal's right to complete the Decommissioning Agreement, and if the Surety elects to act under Paragraph 3a, 3b or 3c above, then the responsibilities of the Surety to the Obligor shall not be greater than those of the Principal under the decommissioning Agreement, and the responsibilities of the Obligor to the Surety shall not be greater than those of the Obligor under the Agreement
- 5. No assignment by the Principal shall be effective without the written consent of the surety.
- 6. This bond may be terminated or canceled by surety by giving not less than sixty (60) days written notice to the Obligor, stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond as a result of default by Principal prior to the effective date of such termination.
- 7. Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Obligor recoverable under this bond.
- 8. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.
- 9. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Bond No. _____

10. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
11. The Surety's liability under this bond shall not extend in any manner nor will the Surety be responsible to pay any sums due related to hazardous waste cleanup, wetlands mitigation, remediation actions or removal or responsibility for any of these pollution risks whatsoever or for tort liability.
12. In no event shall this bond guarantee the Principal's obligations under said agreement relating to lease or rent payments.
13. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall prevail in all respects.
14. This bond shall not bind the Surety unless the bond is accepted by the Obligor. If the Obligor objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligor shall return this bond, certified mail or express carrier, to the Surety at its address at:

RLI Commercial Surety
Attention: (underwriter's name)
Branch Address

Failure to return the bond as described above shall constitute Obligor's acceptance of the terms and conditions herein.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this ____ day of _____, 20__.

By _____

By _____

_____, Attorney-in-Fact



APA LIMITED PRODUCT WARRANTY

REVISION: H

WARRANTY

APA Solar Racking (Seller) warrants that all components, when sold and delivered pursuant to an accepted purchase agreement, will be new, will conform to the specifications in the applicable agreement, and will be free from defects in material and/or workmanship for a period of:

- (25) years for all fixed-tilt ground-mount systems
- (15) years for all tracker foundation systems
- or (10) years for any equipment that is to be installed outside of the Continental United States

The warranty period begins at the date of initial shipment and is granted to the original Purchaser, but may be passed on to a successor, assignee, or transferee upon written notification to, and approval by, Seller, whose approval will not be unreasonably withheld. This warranty is only applicable to the original installation of the product.

Seller will not assume expense or liability for correction of a defective product by the Purchaser or by third parties without prior written authorization from Seller. In the event of an authorized correction of a defective product, the warranty period will be extended by the length of time during which the defective equipment was in the replacement cycle.

Seller does not warrant that the products will meet any specifications, needs, or requirements that are not expressly set forth in Seller's technical product documentation.

Except for the foregoing limited warranties, Seller makes no other warranties express or implied for the products.

IT IS RECOGNIZED AND AGREED THAT THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED AND THAT SELLER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

EXCLUSIONS

The warranty does not cover aesthetic defects in the racking coating, which may show signs of corrosion, but shall continue to guard the racking from any structural degradation for a period that exceeds the warranty period.

The warranty shall not apply if the product has been damaged by unreasonable use, accident, negligence, service or modification by anyone other than Seller, or by any other cause unrelated to materials and workmanship.

CANCELING EVENTS

No copper wire shall touch the galvanized coating. The two materials are dissimilar metals and, if touching, may result in accelerated corrosion. Warranty claims that are found to be caused by copper touching the galvanized steel will be denied.

This warranty will be invalid if, during the warranty period, the product has been improperly or incorrectly installed, used, or maintained, or has been operated under abnormal conditions or contrary to applicable specifications. This warranty does not apply to damage that is the result of weather conditions that exceed structural Engineering packet provided for the project that were applicable at the time the product was ordered.

RESOLUTION

In the event that the product fails to satisfy the foregoing limited warranties, Seller will repair or replace, at its option and cost, the defective product. The foregoing remedy shall be in lieu of all others that the Purchaser may have, and the Purchaser waives all other remedies.

To obtain warranty service, the Purchaser shall contact Seller by telephone or e-mail, and Seller will establish a Claim File and initiate action to repair or replace the defective product. Seller will work with the Purchaser to determine the extent of the problem and may elect to perform a site inspection. Seller will arrange for removal, replacement, or repair of the defective product and bear all costs associated with transportation of new and defective product to and from the installation site.

Sellers's total liability hereunder for the repair or replacement of product shall not exceed the original purchase price of the Seller's system. In no event will Seller be liable for, or responsible to, the Purchaser, or to any other party, for any punitive damages, consequential, incidental or special loss, cost, damage, or expense arising from the curtailment or interruption of plant operation, or from the curtailment or interruption of any operations, processes or equipment connected to the product.

Any and all warranties will only become binding once Seller has received full payment for all products and/or services included in the original purchase order or subcontract, and all subsequent change orders. If at any time, a payment lapse or delinquency of 12 months or greater occurs, Purchaser forfeits any and all right to warranty.

THIS WARRANTY GRANTS THE PURCHASER SPECIFIC LEGAL RIGHTS THAT MAY VARY ACCORDING TO THE STATE IN WHICH THE PRODUCT IS INSTALLED. IN SOME STATES, SELLERS CANNOT LIMIT THE RIGHTS OF THE PURCHASER SO YOU MAY HAVE ACCESS TO LEGAL REMEDIES IN ADDITION TO OR GREATER THAN THOSE SPECIFIED HERE.



20-345 County Road X, P.O. Box 224
Ridgeville Corners, OH 43555

Office: 419-267-5280
Fax: 419-267-5214

APA LIMITED WORKMANSHIP WARRANTY

Where Seller is contracted to install the purchased product, Seller warrants that their scope of installation will be free from defects in workmanship for a period of twenty-four (24) months from the date of completion.

The Purchaser's sole and exclusive remedy, and Seller's entire liability with respect to this Limited Workmanship Warranty, will be to use reasonable commercial efforts to re-perform, or cause to be re-performed, any services not in substantial compliance with this Limited Workmanship Warranty.

This Limited Workmanship Warranty is invalid if Purchaser neglects to perform the required periodic inspection and maintenance as detailed in the product O&M manual.

No foundation shall be installed over filled trenches, due to the high probability of settling. Seller may install foundations over trenches at Purchaser's request, providing that the Purchaser assumes full responsibility for any settling that may occur, as this voids the Limited Workmanship Warranty in such areas.

WARRANTY SERVICE CONTACT

Phone: (419) 267-5280
E-mail: warranty@apasolar.com

APA WARRANTY CERTIFICATE

Any and all warranties will only become binding once Seller has received full payment for all products and/or services included in the original purchase order or subcontract, and all subsequent change orders. If at any time, a payment lapse or delinquency of 12 months or greater occurs, Purchaser forfeits any and all right to warranty.

REQUEST MADE BY	
WARRANTY HOLDER	
PROJECT NUMBER	
SYSTEM TYPE	
PROJECT LOCATION	
FIRST SHIPMENT DATE	

APA OFFICER SIGNATURE	
APA AUTHORIZED REPRESENTATIVE	
TITLE	



CHINT POWER SYSTEMS AMERICA CO. WARRANTY – INVERTERS

DISCLAIMER. BUYER/YOU (“YOU” AND “YOUR” REFER TO A BUYER OR USER OF CPS PRODUCTS) ACCEPTS THIS WARRANTY IN LIEU OF ALL OTHER CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, AND ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THIS WARRANTY SHALL BE BUYER’S SOLE AND EXCLUSIVE REMEDY AND CHINT POWER SYSTEMS AMERICA CO.’S LIMIT OF LIABILITY FOR ANY AND ALL LOSS OR DAMAGE RESULTING FROM DEFECTIVE OR NONCONFORMING PRODUCT(S) HOWEVER ARISING, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT (INCLUDING ALL LOSSES OR DAMAGE TO PROPERTY OR FOR ANY ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM), STRICT LIABILITY, THE UNIFORM COMMERCIAL CODE, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

BY BUYING OR USING THE PRODUCT(S) (A) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPT THIS WARRANTY AND ANY ADDITIONAL DOCUMENTS OR POLICIES REFERRED TO IN OR INCORPORATED INTO THIS WARRANTY, AND (B) IF THIS WARRANTY CHANGES, YOU ACKNOWLEDGE AND AGREE THAT YOUR CONTINUED USE OF THE PRODUCT(S) CONSTITUTES YOUR ACCEPTANCE OF THE CHANGED WARRANTY TERMS (SEE www.chintpowersystems.com).

Warranty. Chint Power Systems America Co. (“CPS”) and its parent company, Shanghai Chint Power Systems Co., Ltd, warrant that all new inverter Products manufactured and sold by it (“Products”) conform to applicable codes and standards in effect at the time of Product manufacture and are free of any defects in material and workmanship. The original Buyer’s warranty rights herein, which shall include all limitations and obligations thereto, are transferrable in whole (not in part) from the original Buyer to subsequent owners. This warranty applies only to Products manufactured and sold by CPS that are installed and used in accordance with CPS policies, rules, manuals, and/or instructions, and applicable local, state, regional, provincial, territorial, federal, or international laws, codes, requirements, and/or industry standards.

If your Product requires troubleshooting or warranty service, contact your installer or dealer. If you are unable to contact your installer or dealer, or the installer or dealer is unable to provide service, contact CPS directly at **1-855-584-7168**.

Warranty Period. The warranty period is ten (10) years for 600Vdc and 1000Vdc models and five (5) years for 1500Vdc models and begins one (1) month from the date CPS ships the Product or the date of installation, whichever comes first. If the original Buyer purchases an extended warranty, the warranty terms and conditions provided herein will continue for the duration of the extended warranty. CPS will not provide warranty support, parts, updates, or repairs after the expiration of the warranty period.

Conditions Precedent to Warranty Rights. Your warranty rights are conditioned on the following (in addition to all exclusions and other conditions set forth in this warranty). If these requirements are not fully met, CPS is not obliged to perform under this warranty.

- You must be an original purchaser of the Product (“Original Purchaser”) or you must have legally acquired the Product with no modifications by or through the Original Purchaser or the Original Purchaser’s legal successor(s). Other persons or entities are not authorized to assert claims under this Warranty and assigning or transferring any warranty rights other than an authorized warranty claimant is prohibited.
- Providing prompt written notice of any warranty claims within the warranty period.
- Submission to CPS of a copy of the commissioning report with your warranty claim, which must include the serial number of the defective Product and a brief description of the basis for the warranty claim, including Product parameters, e.g., serial number, alarm ID, cause ID, photos, and any other data from the inverter.
- Submission to CPS of other documents as and when requested by CPS, which may include, but are not limited to, the purchasing invoice, which must include the serial number of the Product.
- The type label on the Product must be completely undamaged and legible.
- Shipment of the defective Product or non-conforming part to CPS or, if requested by CPS, providing CPS access to the Product to assess the warranty claim.
- Your payment of all costs related to a defective covered Product without refund if: (1) a replacement product was shipped to you, but the defective covered Product is not returned to CPS in a timely manner; (2) upon inspection, a returned Product does not match that described in the warranty claim; or (3) upon review by CPS, it is determined that a Product is not covered by this warranty or the warranty has been voided as described herein.
- You not being in default of any payment obligation.
- CPS only accepts documents in English.



Remedies. If the Buyer notifies CPS of any breach of warranty within the warranty period, Buyer's sole and exclusive remedies are limited to the following: CPS will, at its sole discretion, repair, replace with a Product of the same type, or refund all or part of the purchase price. If the Product is replaced in the field, the Buyer agrees to utilize the CPS Return Material Authorization ("RMA") process in place at the time of replacement. All returned Products and all parts removed from such Products are the property of CPS. The warranty for any repaired or replaced Product shall be limited to the remainder of original Product warranty period. If a Product fails for reasons not covered by this Warranty, You shall be solely responsible for recycling and disposal of the Product in accordance with applicable local, state, regional, provincial, territorial, federal, or international laws, codes, requirements, and/or industry standards.

Warranty Exclusions:

- Damage/loss from shipping or transportation.
- Damage/loss caused by improper storage, installation, operation, and/or maintenance not performed according to CPS policies, rules, manuals, and/or instructions, or contrary to any local, state, regional, provincial, territorial, federal, or international laws, codes, requirements, and/or industry standards.
- Damage/loss caused by alteration, misuse, abuse, negligence, and/or any unlawful act, error, or omission.
- Accessories, replaceable service items, including fuses and filters, and other items expected to be consumed or expended during the normal and routine operation and maintenance of the Product.
- Damage/loss for troubleshooting, installation, removal, **the value of lost energy production**, and/or damages/loss arising from or related to third-party agreements.
- Damage/loss not arising out of defects in original material or workmanship.
- Damage/loss resulting from equipment of another manufacturer.
- Damage/loss caused by acts of God, force majeure, accident, neglect, theft, vandalism, or other events beyond the control of CPS, including but not limited to flood or excessive rainfall, fire, earthquakes, biological events, excessive wind, windstorms, lightning, or any abnormal condition.
- Damage/loss caused by extreme environmental conditions or by conditions not approved by CPS.
- Damage/loss caused by input voltage that creates operating conditions beyond the Product specifications.
- Damage/loss resulting from a fitting, accessory, or other material or components not provided by or installed by CPS.
- Damage caused by the system design or infrastructure or use of the Product in combination with other products or services (including but not limited to software, hardware, firmware, or any other technology, components, or designs) not provided by or approved by CPS.
- Damage/loss not attributable to CPS or resulting from conditions that are inherently undiscoverable or remedied in accordance with industry standards.
- Material or workmanship not provided by CPS or its approved service providers.
- Damage/loss caused by rust or corrosion, reasonable wear and tear, superficial defects, dents, or marks that do not impact the performance of the Products.
- Damage/loss caused by pre-existing site conditions.
- Product if its original identification (trade-mark, serial number) markings have been defaced, altered, or removed.
- Uninterrupted or error-free operation of the Product.
- **CPS DOES NOT GUARANTEE OR WARRANT ANY SPECIFIC LEVEL OF ENERGY PRODUCTION OR SYSTEM PERFORMANCE AND EXPRESSLY DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LOST ENERGY PRODUCTION, LOSS OF POWER GENERATION, REVENUE, OR FINANCIAL INCENTIVES RESULTING FROM PRODUCT FAILURE, DOWNTIME, GRID CONDITIONS, OR OTHER EXTERNAL FACTORS THAT MAY INCLUDE BUT ARE NOT LIMITED TO SHADING, SYSTEM DESIGN, INCORRECT INSTALLATION/OPERATION, GRID FLUCTUATIONS, ENVIRONMENTAL CONDITIONS, OR FORCE MAJEURE EVENTS.**

NOTWITHSTANDING ANY TERM OR CONDITION TO THE CONTRARY, CPS DOES NOT WARRANT ANY PRODUCTS NOT PAID FOR IN FULL BY THE ORIGINAL PURCHASER TO CPS IN STRICT ACCORDANCE WITH THE AGREED PAYMENT TERMS.

The following are prohibited uses and will invalidate this warranty immediately and without notice by CPS: modification, disassembly, reverse engineering, or similar action with respect to any Product(s), and/or removal or modification of any copyright, trademark, or other proprietary rights notice that appears on any portion of the Products.

Firmware Disclaimer. CPS periodically provides firmware updates to its Products at its sole discretion. Such firmware updates are made available "as is" and normally at no additional cost. CPS does not assume any obligation for the reimbursement of expenses and providing any maintenance, support, further updates, or configuration changes resulting out of or in connection with any CPS firmware update. Unless there is evidence of willful or gross negligence by CPS, CPS does not assume any liability for direct, indirect, incidental, or consequential damages, including loss of production, loss of profits or any additional expenses, which resulted from or in connection with the CPS firmware update, regardless of whether it is carried out remotely or manually, even if the user has been informed of the possibility of such damage.

Applicable Laws, Jurisdiction, and Venue. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this warranty. This warranty is performable in Dallas, Dallas County, Texas. The language of this warranty shall be English and this warranty shall be governed by and construed under the laws of Texas, USA. You agree to submit to personal jurisdiction, and exclusive venue for any disputes involving this warranty, You, CPS, or any Product shall be in Dallas County, Texas, regardless of who initiates dispute resolution proceedings. **YOU IRREVOCABLY WAIVE ANY OBJECTION TO THIS CHOICE OF**



LAW, VENUE, AND JURISDICTION FOR ANY REASON, INCLUDING THAT IMPOSED BY LAW OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION AND VENUE. WITHOUT LIMITING THE FOREGOING, YOU CONSENT TO SERVICE OF PROCESS IN ANY DISPUTE THAT IS IN ACCORDANCE WITH THE HAGUE CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS.

Arbitration. If a dispute arises out of or relates to this warranty, or the breach thereof, or any Product, and if the dispute cannot be settled through negotiation, You agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to the dispute resolution procedure set forth herein. Subject to the foregoing, any claim, dispute or other matter in question arising out of or related to this warranty or any Product shall be subject to arbitration, which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. A demand for arbitration shall be made in writing, delivered to the other party, and filed with the person or entity administering the arbitration. The foregoing, however, shall not prevent a party from seeking injunctive relief in a Dallas, Texas court. If any provision of this Warranty is held by any court or arbitrator to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of this Warranty, which shall remain in full force and effect.

LIMIT OF LIABILITY. THE MAXIMUM LIABILITY OF CPS FOR LOSSES CAUSED BY A PRODUCT DEFECT, FAILURE, OR ANY DAMAGE IS LIMITED SOLELY TO THE ACTUAL PURCHASE PRICE OF THE PARTICULAR PRODUCT(S) RECEIVED BY CPS FOR THE PRODUCT THAT RESULTED IN THE LOSS OR DAMAGE, PLUS ANY CPS PRE-APPROVED TRANSPORTATION CHARGES ACTUALLY PAID FOR SUCH PRODUCT(S).

WAIVER. IN NO EVENT SHALL CPS BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT (INCLUDING ALL LOSSES OR DAMAGE TO PROPERTY OR FOR ANY ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM), STRICT LIABILITY, THE UNIFORM COMMERCIAL CODE, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, INCLUDING BUT NOT LIMITED TO, THE COST OF LABOR, RE-QUALIFICATIONS, REWORK CHARGES, ANY DELAY DAMAGES, LOST PROFITS, TAX ABATEMENTS, LOST REVENUE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, INVESTMENT LOSSES, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, AND CLAIMS ARISING FROM THIRD PARTY CONTRACTS, OR ANY SIMILAR LOSSES OR DAMAGES, EVEN IF CPS HAS BEEN ADVISED OF OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

INDEMNIFICATION – READ THIS CAREFULLY

YOU SHALL INDEMNIFY AND HOLD HARMLESS CPS, SHANGHAI CHINT POWER SYSTEM CO., LTD., AND ITS AFFILIATES AND LICENSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, DISTRIBUTORS, AND SUPPLIERS FROM AND AGAINST ANY CLAIMS, INCLUDING NEGLIGENCE CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM YOU OR YOUR ASSIGNEES' INSTALLATION, OPERATION, USE, AND/OR MAINTENANCE OF ANY PRODUCT NOT IN STRICT ACCORDANCE WITH CPS POLICIES, RULES, MANUALS, AND/OR INSTRUCTIONS, OR CONTRARY TO ANY LOCAL, STATE, REGIONAL, PROVINCIAL, TERRITORIAL, FEDERAL, OR INTERNATIONAL LAWS, CODES, AND/OR REQUIREMENTS, MISUSE, ABUSE, NEGLIGENCE, OR ANY UNLAWFUL ACT, ERROR, OR OMISSION.

CLASS ACTION/JURY TRIAL WAIVER. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED A PRODUCT FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A



PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION. YOU AGREE THAT, BY BUYING OR USING A CPS PRODUCT, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

CONFLICTS. IN THE EVENT OF ANY DISCREPANCY BETWEEN OTHER APPLICABLE QUALITY GUARANTEE OR AFTER-SALES PROVISIONS AND THIS WARRANTY, THIS WARRANTY SHALL PREVAIL. IN THE EVENT THAT PROVISIONS OF THIS WARRANTY ARE IN CONTRADICTION WITH APPLICABLE LAWS OR REGULATIONS, THE LATTER SHALL HAVE TOP PRIORITY AND THIS WARRANTY SHALL BE REFORMED. THE RIGHT OF MODIFICATION AND INTERPRETATION OF THIS WARRANTY IS RESERVED BY SHANGHAI CHINT POWER SYSTEM CO., LTD. IN ITS SOLE DISCRETION AND WITHOUT NOTICE.