



## DPI Microinverter Limited Warranty (USA)

This Limited Warranty applies to technology (each, a “System”) sold by Yotta Energy Inc. (“Yotta”) or a Yotta-authorized reseller or distributor. The Limited Warranty consists of multiple parts related to the various components that may be present in a System. In the event of a conflict between the Yotta Limited Warranty (General Terms) in Section A and any of the component limited warranties in other Sections, the provisions of the applicable component limited warranty govern.

**THIS LIMITED WARRANTY REQUIRES ARBITRATION OF MOST DISPUTES, RATHER THAN LITIGATION. PLEASE CAREFULLY READ SECTION B(1) TO UNDERSTAND HOW DISPUTES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE TO BE RESOLVED.**

### A) Yotta Limited Warranty (General Terms)

#### 1. Product Warranty

The Yotta Limited Warranty (the “Limited Warranty” or the “Warranty”) covers the System and its components; however, any component of the System that is covered by a limited warranty specific to such component will instead be covered by the warranty terms for such component to the extent they conflict with or are more specific than an otherwise-applicable provision of these General Terms. Warranty claims may only be made by or on behalf of the owner of the System, and more particularly either the original buyer of the System, or (so long as the System has not been relocated from its Original Installation Location (as defined below)) any subsequent owner of the System who has complied with the transfer provisions below and provides proof of title transfer (each the “System Owner” or a “Warrantee”). The Warranty shall be valid only for Systems sold and installed in the USA. This Warranty is personal to Warrantee and may not be assigned or otherwise transferred (except from an Installer (as defined below) to a System Owner), in whole or in part, without Yotta’s prior written consent, such consent to be granted or withheld in Yotta’s sole discretion.

The Warranty is effective on the Effective Date (as defined below) and shall remain in force for 10 years (the “Limited Warranty Period”). The “Effective Date” shall occur with respect to a System on the earliest of (i) the date when title to such System passes to the initial System Owner (as demonstrated by proof of sale), (ii) the date, as acknowledged by Yotta in writing, on which the System becomes operational and available to provide its AC energy; or (iii) as defined in section C of this document.

Subject to the terms and conditions herein, Yotta warrants that during the Limited Warranty Period, the System will be (i) free from material manufacturing defects in materials and workmanship and (ii) meet Yotta’s specifications in effect at the time such System was made (each of (i) and (ii), a “Standard”).

As Warrantee’s sole and exclusive remedy, and Yotta’s entire liability, for any System that does not conform in all material respects to the Standards (such System, a “Defective System”), Yotta shall, at its sole option and expense: (i) repair such Defective System with new and/or reconditioned parts, (ii) replace such Defective System with new and/or reconditioned parts or components having specifications equal to or better than those in effect at the time the Defective System was made, or (iii) grant to Warrantee a prorated credit per the component-specific section (Section C), as determined by Yotta.

If the System, or any component thereof, is repaired or replaced under this Warranty, the remainder of the Limited Warranty Period shall apply to the repaired or replacement System. Under no circumstance shall the new Limited Warranty Period be extended beyond the original Limited Warranty Period on account of any warranty repair or replacement.

This Warranty gives the Warrantee specific legal rights, and the Warrantee may also have other rights which vary from state to state.



## 2. Warranty Activation

No claims may be made under the Warranty until the Warranty has been activated. To activate the Warranty, the Yotta-authorized installer, distributor, or supplier of the System (the “**Installer**”) must within 30 days to connect the DPI microinverters to the ECU and register the entire system on the Yotta Vision platform. Failure to complete the activation with all requested information within this time period shall void this Warranty.

## 3. Warranty Service Request and Procedures

To request Warranty service (a “**Claim**”), the Warrantee must have the Installer contact Yotta Technical Support via [support@yottaenergy.com](mailto:support@yottaenergy.com) within the Limited Warranty Period. To be prepared for technical support assistance the Installer will need to provide all the following information (at a minimum):

- Proof of date and place of purchase in the form of a copy of the purchase invoice for the System;
- Copy of the Warranty activation receipt, or proof of submission of valid Warranty activation;
- A picture of the System and the installation;
- A single line drawing;
- Inverter settings and interconnection permits before turning ON the System;
- Description of the problem;
- Events/symptoms leading up to the problem with the System;
- The System component model number(s) and serial number(s) with the problem; and
- Resolutions attempted.

Either Yotta or its authorized representative will attempt to troubleshoot the System at the Original Installation Location to determine whether the System is a Defective System. If Yotta determines that Warranty service is required, Yotta Technical Support will assist in getting authorization for a Return Material Authorization (“**RMA**”) number and instruct Warrantee or Installer how to submit the RMA through [support@yottaenergy.com](mailto:support@yottaenergy.com).

After receiving the RMA number, Yotta will elect, at its sole option, to inspect, repair and/or replace, as applicable the Defective System at (i) Yotta’s facilities or another service location of Yotta’s choosing or (ii) such System’s then-current location (“**Field Service**”). The Installer may be required to package the authorized System or components for return, along with the information described above and any other information requested on the RMA, in a Yotta shipping container or packaging providing equivalent protection with the RMA number marked clearly on the shipping container(s). The Warrantee must prepay all shipping charges covering shipment to the location designated by Yotta, and must insure the shipment and accept the risk of loss or damage during shipment. Yotta is not responsible for shipping damage caused by an improperly packaged System or component, the repairs this damage might require, or the cost of these repairs.

If, upon receipt of the System, Yotta determines the System is defective and that the defect is not covered under the terms of this Warranty, Yotta will invoice for the replacement product. Upon receipt of payment, the replacement product will be shipped to Warrantee, freight prepaid, non-expedited, using a carrier of Yotta’s choice for shipment.

## 4. Exclusions and Limitations

The Warranty is conditioned on the following: (i) the installation, use, operation and maintenance (including with respect to frequency of maintenance) of the System in accordance with the Yotta Product Specification Sheets and Installation Manuals (as may be amended, restated or otherwise revised from time to time) and any other operating or other manuals relating to such System that Yotta may provide to Warrantee from time to time; (ii) Warrantee making the Claim during the Limited Warranty Period; (iii) Yotta having received payment in full for the



System; (iv) if applicable, Warrantee's complete performance and compliance with the Field Service Representations and Warranties (addressed below); (v) no person making any effort to disassemble the System or any portion thereof; and (vi) the activation of the Warranty, and the System's subsequent continued connection to the Yotta Vision Monitoring Platform (each as specified in Section A(2)).

In no event shall this Warranty cover any defect, loss, damage, failure or other nonconformity of a System or any component or part thereof that are directly or indirectly caused by or arise out of any of the following:

- Warranty seal damaged or the enclosure of any System or component thereof opened other than by a Yotta-authorized Installer;
- Installation or removal other than by an Installer;
- Alteration or disassembly;
- Accident or abuse (being dropped, vandalism, theft, etc.);
- Corrosion from inappropriate environmental exposure;
- Repair or service provided by an unauthorized repair provider;
- Operation contrary to Yotta's product instructions;
- A force majeure occurrence, including, without limitation, lightning, overvoltage, severe weather, fire, earthquakes and floods, or the influence of foreign objects;
- Water or chemical damage (such as fire retardants);
- System hacking, either physical or via programming/software;
- Improper handling during shipping or transportation;
- Operation in a non-intended use, or a use which exceeds the recommended or permitted limits as outlined in the Yotta Product Specification Sheets and Installation Manuals; or
- Removal and reinstallation at a location other than the Original Installation Location, without Yotta's prior written consent.

This Warranty covers only the hardware components of the System, and does not extend to any software or firmware distributed with, included in, or used with the System. In addition, this Warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the System.

#### **5. Field Service Representations and Warranties**

Warrantee represents and warrants that during Yotta's performance of Field Service, it will provide, or cause to be provided:

- Full, barrier-free access to the subject System;
- A safe environment, free of reasonably-mitigable health and safety hazards;
- All resources necessary to inspect, repair or replace, as applicable, the subject System, including safety or lifting equipment, upon Yotta's request; and
- Authorization for Yotta to enter any premises where the subject System is located.



**6. Inconsistency**

In the event of any inconsistency between this Warranty and any other agreement or statement included with or relating to the System or any other Yotta products or services, this Warranty shall govern. If any provision of this Warranty is found invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable and the remainder of this Warranty shall remain valid and enforceable according to its terms. No Installer, or any other person, is authorized to extend or waive the terms of this Warranty, or to offer any alternative warranties, on Yotta's behalf.

**7. Warranty Transfer**

During the Limited Warranty Period, this Limited Warranty may be transferred to subsequent owners of the System upon completion of a "Warranty Transfer Form" available from Yotta by sending a request to [support@yottaenergy.com](mailto:support@yottaenergy.com), and payment of the nominal transfer fee as shown on that form..

**B. Dispute Resolution; Disclaimers**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to Warrantee. Some states may provide for additional warranty rights and remedies, and the provisions contained in this Limited Warranty are not intended to limit, modify, take away from, disclaim or exclude any mandatory Warranty requirements provided by states, including certain implied Warranties. This Limited Warranty gives Warrantee specific legal rights, and Warrantee may also have other rights which vary from state to state. **Warrantee's installation or use of the System constitutes acceptance of the terms, conditions and limitations of this Limited Warranty.** The terms, conditions and limitations of this Limited Warranty will supersede any other agreement or document relating to the subject matter hereof, including, but not limited to, the terms and conditions that are part of a purchase order covering the System or other document sent to Yotta by or on behalf of Warrantee relating to the System.

**1. Dispute Resolution; Mandatory Arbitration**

YOTTA AND WARRANTEE SHALL ATTEMPT IN GOOD FAITH TO RESOLVE ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY (EACH, A "DISPUTE") BY NEGOTIATION AND CONSULTATION BETWEEN THEMSELVES. IF ANY DISPUTE REMAINS UNRESOLVED AFTER TEN (10) DAYS OF INFORMAL RESOLUTION ATTEMPTS, PROMPTLY UPON WRITTEN REQUEST FROM EITHER YOTTA OR WARRANTEE TO THE OTHER, SUCH DISPUTE SHALL BE SUBMITTED FOR ARBITRATION TO BE ADMINISTERED BY JAMS OR THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH SUCH ORGANIZATION'S COMMERCIAL DISPUTE ARBITRATION RULES. (IF THE PARTIES CANNOT AGREE ON THE ENTITY TO ADMINISTER THE ARBITRATION, THEY SHALL USE THE AMERICAN ARBITRATION ASSOCIATION). THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED BEFORE A SINGLE NEUTRAL ARBITRATOR, WHO SHALL HAVE SIGNIFICANT PROFESSIONAL EXPERIENCE RELEVANT TO THE MANUFACTURE AND SALE OF PRODUCTS LIKE THE SYSTEM. IF YOTTA AND WARRANTEE ARE UNABLE TO AGREE ON THE ARBITRATOR WITHIN A REASONABLE TIME, EITHER YOTTA OR WARRANTEE MAY REQUEST THAT ENTITY ADMINISTERING THE ARBITRATION APPOINT A QUALIFIED ARBITRATOR. THE ARBITRATION, INCLUDING THE RENDERING OF THE AWARD, SHALL TAKE PLACE IN TRAVIS COUNTY, TEXAS. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE LANGUAGE TO BE USED IN THE ARBITRATION SHALL BE ENGLISH. EXCEPT AS MAY BE REQUIRED BY LAW OR TO ENFORCE THE AWARD, NONE OF YOTTA, WARRANTEE OR THE ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF YOTTA AND WARRANTEE. THE PROCEDURES SET FORTH IN THIS SECTION B1 SHALL BE THE EXCLUSIVE REMEDY AND MECHANISM FOR RESOLVING ANY DISPUTE THAT MAY ARISE FROM TIME TO TIME



UNDER OR IN CONNECTION WITH THIS LIMITED WARRANTY. WARRANTEE MUST SEEK RESOLUTION OF ANY DISPUTE UTILIZING THE MECHANISMS AND PROCEDURES IN THIS SECTION PRIOR TO PURSUING ANY LEGAL REMEDY IN THE COURTS. FOR THE AVOIDANCE OF DOUBT, WARRANTEE MAY NOT SEEK RELIEF FOR ANY DISPUTE AGAINST YOTTA IN ANY COURT UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT (15 U.S.C. §§ 2301-2312), OR ANY OTHER LAWS OR REGULATIONS, PRIOR TO FULLY EXHAUSTING ITS RIGHTS AND REMEDIES UNDER THIS SECTION.

NOTWITHSTANDING THE FOREGOING, THIS SECTION B1 DOES NOT REQUIRE THE ARBITRATION OF ANY DISPUTES TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF YOTTA'S COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS ("EXCLUDED DISPUTES"), AND ANY PROVISIONAL RELIEF REQUIRED TO PREVENT IRREPARABLE HARM.

**2. Class Action/ Jury Trial Waiver**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SYSTEM FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' 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, AND, UNLESS YOTTA AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. WARRANTEE AGREES THAT IT AND YOTTA ARE EACH 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.

**3. Governing Law**

THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT RESPECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES ACKNOWLEDGE THAT THIS LIMITED WARRANTY EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. NOTWITHSTANDING THE PRECEDING SENTENCES WITH RESPECT TO THE SUBSTANTIVE LAW, ANY ARBITRATION CONDUCTED PURSUANT TO THE TERMS OF THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1-16). THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED. WARRANTEE HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN TRAVIS COUNTY, TEXAS FOR ANY EXCLUDED DISPUTES. WARRANTEE AGREES THAT TRAVIS COUNTY, TEXAS IS THE PROPER FORUM FOR ANY APPEALS OF AN ARBITRATION AWARD OR FOR TRIAL COURT PROCEEDINGS IN THE EVENT THAT THE ARBITRATION PROVISION ABOVE IS FOUND TO BE UNENFORCEABLE.

**4. Disclaimers: Exclusion of Damages**

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SYSTEM. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, THE SYSTEM (AND ALL SOFTWARE OR FIRMWARE DISTRIBUTED WITH, INCLUDED IN, OR USED WITH THE SYSTEM) IS SOLD AS-IS, WITH ALL FAULTS. YOTTA EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF THE SYSTEM, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, SHALL APPLY AFTER THE LIMITED WARRANTY PERIOD.

YOTTA ALSO EXPRESSLY LIMITS ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACE IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. ANY AND ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR THE SYSTEM NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY, EVEN IF YOTTA HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. SOME STATES (OR



JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO WARRANTEE.

5. **Waiver of Consumer Rights**

WARRANTEE HEREBY WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF WARRANTEE'S OWN SELECTION, WARRANTEE HEREBY VOLUNTARILY CONSENTS TO THIS WAIVER.

**C. DPI Microinverter Limited Warranty**

The Microinverters (the "Products") supplied by Yotta, and installed after Jan 1, 2021 are eligible to this Yotta Warranty ("Limited Warranty") only if they are continuously connected to the internet via an Yotta Vision Monitoring system.

The "Product" are designed to withstand normal operating conditions when used for their originally intended purpose in compliance with the Yotta Installation & User Manual supplied with the system. This Limited Warranty covers Defective Products for a period of ten (10) years (the "**Warranty Period**") beginning on the earlier of (i) three months after the date of original purchase of the Product from Yotta or (ii) the date the Product is registered in Yotta Vision portal.

- Note: an option is available that takes DPI from the standard 10 yr warranty and adds additional 15 years of coverage for a total of 25 years.

Upon reception of the Product, the Buyer shall make without delay any observations and reservations that would be appropriate and inform Yotta in writing. In the absence of written notification sent to the Supplier at least fifteen (15) calendar days after the receipt of the Products by the Buyer, it shall be presumed that the Products were provided to the Buyer in perfect condition and correspond to the needs of the Buyer.

A Product is defective if it is inoperable because of defects in material and workmanship, provided that Yotta, through inspection, establishes the existence of that defect ("Defective Product").

As for this specific device, the option of prorated refund will be 100% the purchase price for the first year after delivery to the end-customer. The remainder, year two onward, will be a linear reduction of the value from 80% to 0% over the remainder of the warranty period.

The Limited Warranty does not apply to, and Yotta will not be responsible for, any defect in, or damage to, any Product that (1) has not been purchased from Yotta or an entity expressly authorized by Yotta to resell the Product, or (2) has been purchased on a non-authorized third-party eshop, or (3) is not connected to the internet through Yotta Vision Monitoring Platform within 30 consecutive days following the date the PV system has received permission to operate by authorities having jurisdiction, and continuously connected thereafter, or (4) has been where local grid profile is not compatible with default USA grid settings, or (5) has been moved from its original installation location, or (6) has been disassembled, tampered with, or modified in any way, or (7) has been misused, neglected, improperly installed, or used under conditions for which the product was not designed to be used or used differently than outlined in the Yotta Installation & User Manual, or (8) Input voltage outside the parameters listed in the Product specifications, whether from the grid, generators, or lightning strikes, or (9) has been impacted by incidental or consequential damage caused by other components of the electrical system within which it is installed, or (10) has been subject to any attempt to alter or remove the original identification markings (including trademark, model number, or serial number).

This Limited Warranty does not cover costs related to the removal, installation or troubleshooting of any components of the customer's electrical systems.