150-0119 SMARTFLOWER LIMITED WARRANTY

1. Definitions

For the purposes of this Limited Warranty:

1. **“Product”** means the SmartFlower photovoltaic tracking system, including structure, mechanical systems, electronics, and associated components supplied by SmartFlower Inc. (“SmartFlower” or “SFS”).
2. **“Replacement Parts”** mean any component used by SFS to repair a SmartFlower system.
3. **“Purchaser”** means the original buyer under the applicable supply or EPC contract.
4. **“Commencement Date” means the earlier of:**
    a. the date of installation with a properly executed and submitted warranty registration card; or ninety (90) days after delivery of the Product.
5. **“Certified Installer”** means a SmartFlower-approved installation partner.

2. Limited Warranty

2.1 Conformance Warranty

1. SFS represents and warrants only that the Products shall materially conform to SFS’s published specifications for such Products in effect at the Commencement Date.

This Limited Warranty:

1. Commences on the Commencement Date.
2. Applies only under normal use and operating conditions.
3. Applies only when installed by a Certified Installer.
4. Is provided to the original purchaser. It may not be sold or transferred.
5. Is applicable for one (1) year, except for:
    a. Replacement Parts, which are warranted for ninety (90) days from the date of delivery or for the remainder of the original Product warranty period, whichever expires later.
6. Where applicable law requires a longer warranty period than stated here, this warranty will be extended to meet the minimum legal requirements.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL PRODUCTS ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT). YOUR SOLE AND EXCLUSIVE REMEDY UNDER ANY WARRANTY SHALL BE LIMITED TO THE REMEDIES CONTAINED IN SECTION 3. NEITHER SMARTFLOWER NOR ITS LICENSORS WARRANT THAT ANY PRODUCT OR SERVICE WILL MEET YOUR OR ANY END USER’S PARTICULAR REQUIREMENT.

2.2 Optional Service Plans

Purchaser may elect to purchase an Extended Warranty or a Maintenance Plan (each, a “Service Plan”). The term, coverage, and pricing of each Service Plan are defined separately in the applicable Service Plan agreement.

3. Warranty as Exclusive Remedy

3.1 Sole and Exclusive Remedy

SFS's sole liability and responsibility under this Limited Warranty and the sole and exclusive remedy of Purchaser shall be as follows:

During the applicable warranty period, SFS shall, at its sole discretion, repair and/or replace any Product or component that SFS determines does not conform to this warranty (a "Non-Conforming Product").

3.2 Warranty Service Requirements

To receive Warranty service SmartFlower may require Purchaser to:

1. Submit a Certificate of Acceptance to SmartFlower certifying proper installation.
2. Perform guided troubleshooting on-site.
3. Download and transmit system logs.
4. Connect the system to the internet for remote diagnostics.

Failure to comply may result in delay or denial of claims.

4. EXCLUSIONS

1. This Limited Warranty does not cover any cost or damage resulting from: shipment after delivery, improper handling, improper installation, or installation not performed by a Certified Installer; operation or use not in accordance with SFS specifications; alteration, repair, or modification not authorized by SFS; force majeure events, including extreme weather outside design specifications, lightning, flooding, seismic activity; vandalism; corrosion, oxidation, or environmental degradation; normal wear and tear; cosmetic defects; and foundation or site conditions; and replacement costs for custom wraps or PV skins.
2. **Inverters associated with the Product are excluded from the scope of SmartFlower's limited warranty** and are covered only by assignable and passed-through warranties of the suppliers of the inverters, and any breach of such warranties shall be the sole responsibility of the applicable supplier and processed as required by that supplier. All such claims must be made by Purchaser to the supplier in accordance with supplier's requirements, and SFS shall have no liability for supplier's non-performance, denial of coverage, or insolvency.

5. Limitation of Liability

To the maximum extent permitted by law:

1. SFS's liability and Purchaser's exclusive remedy is limited to repair or replacement as provided herein.
2. SFS shall not be liable for: loss of energy production; loss of revenue; downtime; indirect, incidental, consequential, or punitive damages; field service costs such as labor and travel expenses; or system removal or reinstallation costs.

6. Regulatory Certifications

The SmartFlower is sold as-is, with all certifications and system specifications communicated at the time of sale. SmartFlower does not warrant against expiration or ensure the perpetual validity of any regulatory body certifications

7. Regional Compliance

7.1 United States

This Limited Warranty:

1. Is a limited express warranty.
2. Supersedes and excludes implied warranties to the extent permitted by law.
3. Any implied warranties that cannot be excluded are limited to the stated periods.

7.2 European Union / EEA

For Products sold in the EU/EEA:

1. This warranty applies in addition to mandatory statutory rights.
2. Nothing herein shall limit rights under applicable consumer or product conformity laws not subject to exclusion.
3. Limitations and exclusions apply to the extent permitted by law.

8. Governing Agreement

1. This Limited Warranty shall be governed by the applicable EPC or supply agreement.
2. In the event of conflict, the executed EPC agreement shall control.

9. Entire Warranty

This document constitutes the sole and exclusive warranty provided by SFS and sets forth the sole and exclusive remedy of Purchaser and supersedes all prior representations.

Effective: Oct 1, 2026
Updated: Aug 5, 2026