

PowerGuard Residential Solar Protection Plan

Terms & Conditions

Please keep these PowerGuard Residential Solar Protection Plan (“Service Plan”) terms and conditions in a safe place along with the purchase order / sales receipt that you received when you purchased this Service Plan and the purchase order / sales receipt for Solar Power Installed System (the “Equipment”) purchase (if purchased separately from this Service Plan), as you may need them to verify your coverage at the time of service.

- A. **KEY TERMS:** Throughout these Service Plan terms and conditions, the words “**We,**” “**Us,**” and “**Our**” mean the party or parties obligated to provide service under this Service Plan, who is Starr Protection Solutions, LLC (“SPS”), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Technical Risks Agency, Inc. (“Starr Tech”). SPS and Starr Tech (Oklahoma License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. “**You**” and “**Your**” refer to the purchaser of the Equipment covered by this Service Plan, or to the person to whom this Service Plan was properly transferred. “**Administrator**” means the entity that is appointed by and/or contracted by Us to render certain administrative services to You under this Service Plan, who is After, Inc., PO Box 2091, Norwalk, CT 06852-2091, [1-877-272-2303]. “**Seller**” means PowerGuard, LLC or its authorized reseller that has been authorized by Us to sell this Service Plan to You. “**Equipment**” means the covered components of your Solar Power Installed System including solar panels, racking, inverters and wiring.
- B. **SERVICES PROVIDED:** This Service Plan warrants that all installed equipment will be free of defects in material and workmanship during the Service Plan Coverage Period, which is defined below in Section C. If installed equipment malfunctions or becomes inoperative due to a defect in material or workmanship during the Coverage Period, We will, at Our sole option, either repair or replace any part(s) which, upon evaluation, inspection, and testing by our authorized representative, are found to be malfunctioning or inoperative, including the cost of labor directly related to repair or replacement of the part(s). The repair or replacement remedy shall be the sole and exclusive remedy provided by this Service Plan.
- C. **TERM OF COVERAGE:** This Service Plan starts on the first day after installation of the Equipment is completed as indicated on the purchase order / sales receipt for the installation and continues in effect for the period of time specified on Your Service Plan sales receipt; subject to the terms and conditions stated herein (“Coverage Period”). IF THE SERVICE PLAN IS UTILIZED FOR A REPAIR OR REPLACEMENT OF YOUR EQUIPMENT UP TO THE MAXIMUM LIMIT OF LIABILITY AS MORE FULLY DESCRIBED BELOW, THEN NO SERVICES WILL BE FURTHER AVAILABLE UNDER THIS CONTRACT.
- D. **WHAT TO DO IF YOU REQUIRE SERVICE:**
- Call the Administrator toll-free at 1-877-272-2303 and explain the problem or file online at powerguardsolar.com. Your plan must be paid in full in order for the Administrator to schedule service. You will need to have the purchase order / sales receipt showing the purchase date of the Equipment at the time of the claim, as well as the purchase order / sales receipt for this Service Plan. The Administrator will attempt to troubleshoot the problem You are experiencing. If they

cannot resolve the problem, the Administrator will dispatch an authorized servicer. You will receive on-site service at your location during normal business hours. On-site service may occasionally require the service provider to bring a unit back to its facility to complete repairs.

E. WHAT IS NOT COVERED:

1. Damage, failure, or lack of functionality due to improper installation.
2. Damage to the premises caused by installation of the Equipment.
3. Normal wear and tear, misuse, abuse, neglect, operator negligence, lack of maintenance or not following the Installers maintenance instructions. Proof of performance of all required maintenance must be available to receive coverage under this Service Plan. Cost of normal maintenance is not covered by this Service Plan.
4. Cosmetic damage to non-operating parts or components which do not affect the functionality of the Equipment.
5. Damage, failure, or lack of functionality due to power failure, electrical spikes or surges.
6. Failures caused by any act of God or external cause including without limitation, fire, theft, public policy, terrorism, riots, strikes, war, vandalism, animal or insect infestation, or weather events including but not limited to lightning, earthquake, windstorm, hail, water, tornado, hurricane, and any other occurrences or matters which are reasonably beyond the Installer's or Our control including any other peril originating from outside the product.
7. Equipment not installed by a licensed installer.
8. Overtime, holiday, or emergency labor.
9. Conditions that were caused by You intentionally, or known by You prior to purchasing this Service Plan, and any and all pre-existing conditions that occurred prior to the Coverage Period of this Service Plan.
10. Installed equipment that has been altered or modified by any party other than an authorized representative of the Installer or Us, or damage or failure caused by any improper attachments, installation or assembly.
11. Repairs or diagnostics performed by individuals other than Our authorized representatives.
12. Any incidental, consequential or indirect damages caused by defects in material or workmanship or any delay in repair or replacement of the defective equipment.
13. Solar Batteries

F. TRANSFERABILITY: Upon satisfactory proof of transfer or assignment, this Service Plan may be transferred to any subsequent owner of the real property where the Equipment is installed, as long as the Equipment remains in its original installation condition. . Please notify the Administrator of such transfer as soon as possible by calling toll-free at 1-877-272-2303 or online at powerguardsolar.com.

G. CANCELLATION:

- (a) You may cancel this Service Plan for any reason at any time. To cancel it, contact the Administrator toll-free at 1-877-272-2303 or online at powerguardsolar.com. If You cancel this Service Plan within the first thirty (30) days after purchase and have no claims during that period, You will receive a 100% refund of the purchase amount paid of the Service Plan. If You cancel after the first thirty (30) days from purchase of this Service Plan, You will receive a pro rata refund based

on the time remaining on Your Service Plan. Any fees or past claims shall be deducted from the refund and the refund will be sent to You within thirty (30) business days from the cancellation request.

(b) We may cancel this Service Plan at our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel Your Service Plan, You will receive a pro rata refund. If this Service Plan was inadvertently sold to You on a product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return all monies paid by You for the Service Plan up to the date of the cancellation. Written notice, which includes the effective date of cancellation and reason for cancellation, will be mailed or emailed to You at least 30 days prior to termination. If We cancel this Service Plan for nonpayment by You then We will provide notice at time of cancellation.

H. **SEVERABILITY:** If a part, provision or clause of this Service Plan, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Service Plan intact.

I. **SUBSTITUTION:** We have the option of replacing equipment with new, rebuilt or non-original parts that perform to the factory specifications, including equipment that may differ in make, model, size, color, shape or power.

J. **LIMIT OF LIABILITY -**

This Service Plan shall be considered fulfilled in its entirety, and We shall be discharged from any further obligations under this Service Plan, in the event the limitation of liability on repairs has been reached as set forth herein. To the maximum extent permitted by applicable law, Our maximum liability in connection with all claims processed pursuant to the terms and conditions of this Service Plan shall not exceed the cost of replacement of the Equipment. In the event the aggregate sum of all claims processed under the Service Plan equals the cost of replacement of the Equipment, or if We provide You with a cash settlement reflecting the replacement cost of new Equipment of equal features and functionality, Our obligations under this Service Plan shall be considered fulfilled in their entirety and We shall have no further obligation to service the Equipment (original or replacement parts) under this Service Plan.

In no event will We be liable for any damages whatsoever that are in excess of the maximum liability limit set forth above, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation property damage, lost time, loss of energy savings, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Service Plan. This limitation will apply even if We, or any of Our respective authorized entities, affiliates, dealers, agents, suppliers, or representatives have been advised of the possibility of such damage. By requesting the services described in these Service Plan terms and conditions You acknowledge this limitation of liability and allocation of risk.

K. **Transfer of Rights of Recovery Against Others to Us:**

If We repair or replace any parts under this Service Plan, We will be subrogated to all of Your rights to recover from any person or organization that may be liable for the cost of such repair

or replacement. You will not do anything to impair our rights, and You will assist Us in the enforcement of our rights.

- L. **GUARANTEE:** This is not an insurance policy. Our obligations under this Service Plan are guaranteed under a reimbursement insurance policy issued by **Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 3rd Floor, New York, NY 10022** and You may contact them toll-free at **(855) 438-2390**. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against **Starr Indemnity & Liability Company**.
- M. **ENTIRE CONTRACT:** This Service Agreement together with Your purchase order / sales receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.
- N. **DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE THIS SERVICE PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS SERVICE PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS SERVICE PLAN.**

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within This Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

CALIFORNIA only: With respect to California contract holders, the Administrator under this Service Agreement is After, Inc. The Obligor under this Service Agreement is Starr Protection Solutions LLC. This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within 60 days of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by written notice after 60 days from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your selling retailer.