



## Tigo Energy Limited Warranty

Tigo Energy, Inc. ("Tigo") has developed the TS4, Cloud Connect, Cloud Connect Advanced, and Gateway products ("Equipment"). This Tigo limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Equipment for the applicable duration ("Warranty Period") set out below:

- TS4: twenty-five (25) years commencing on the earlier of: (i) 4 months from the date the Equipment is shipped from Tigo; and (ii) the installation of the Equipment ("Warranty Start Date"), *provided, however*, that for the module embedded Equipment, the Warranty Period shall not exceed the maximum of: (i) the module product warranty period and (ii) the module power warranty period, provided by the applicable module manufacturer.
- Cloud Connect, Cloud Connect Advanced and Gateway: five (5) years commencing on the earlier of: (i) 4 months from the date the Equipment is shipped from Tigo; and (ii) the installation of the Equipment ("Warranty Start Date"), *provided, however*, that for inverter embedded Equipment, the Warranty Period shall not exceed the maximum inverter product warranty period provided by the applicable inverter manufacturer.

Registration of the Equipment with Tigo Monitoring service (Free) must be completed in 90 days from installation date for Limited Warranty to be valid, for the following Equipment: -M, -S, -O, -L, Gateway, and Cloud Connect or Cloud Connect Advanced when implemented with communication.

The Limited Warranty does not apply to components which are separate from the Equipment, ancillary equipment and consumables, such as, for example, cables, fuses, wires and connectors, whether supplied by Tigo or others. Some components may carry their own manufacturer warranty.

The Limited Warranty only applies to a customer who has purchased the Equipment from an authorized seller of Tigo, or in case of module or inverter embedded Equipment, from an authorized seller of the module or inverter manufacturer, respectively, for use in accordance with its intended purpose. The Limited Warranty may be transferred from the customer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, provided that the Equipment is not moved outside its original country of installation and any reinstallation is done in accordance with the installation instructions and use guidelines accompany the Equipment and available on the [Tigo Resource Center](#) (collectively the "Documentation").

During the Warranty Period, if Tigo determines, in its sole and absolute discretion, through inspection, the existence of a defect that is solely due to defects in Equipment material or workmanship, the Equipment will be considered defective and will be subject to remedy under the terms of this Limited Warranty.

If a remedy is allowed for defective Equipment under the terms of this Limited Warranty, Tigo will, at its option, either issue a credit note to the customer for an amount up to the appropriate residual market value of the Equipment, as determined by Tigo, for use towards the purchase of new product, or repair or replace the defective Equipment. Tigo will, at its option, use new and/or reconditioned parts in repairing or replacing the defective Equipment. Tigo reserves the right in connection with repairing or replacing the defective Equipment to use parts or products of original or improved design in such repair or replacement. If Tigo repairs or replaces defective Equipment, this Limited Warranty will continue for the repaired or replacement Equipment for the remainder of the original Warranty Period or ninety (90) days from the date of Tigo's return shipment of the repaired or replaced Equipment,



whichever is later. This Limited Warranty does not include labor or material costs related to un-installing the defective Equipment or re-installing the repaired or replacement Equipment. This Limited Warranty covers the costs of shipping repaired or replacement Equipment from Tigo to customer and the shipping cost of returning defective Equipment to Tigo, via a non-expedited freight carrier selected by Tigo. The Limited Warranty does not cover, and Tigo will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier, and any such damage is the responsibility of the freight carrier.

The Equipment is designed to withstand normal operating conditions and typical wear and tear when used for its original intent and in compliance with the Documentation and the installation and operating instructions supplied with the original Equipment. The Limited Warranty does not apply to, and Tigo will not be responsible for, any defect in or damage to any Equipment that: (1) has been misused, abused, neglected, tampered with, modified, altered, opened, or otherwise damaged, either internally or externally; (2) has been improperly installed, operated, handled, maintained or used, including use under conditions for which the Equipment was not designed, use in an unsuitable environment, or use in a manner contrary to the Documentation or applicable laws or regulations; (3) has been subjected to fire, excessive water exposure, pest damage, accident, generalized corrosion, biological infestations, actions of third parties, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Documentation or the Equipment specifications, including high input voltage from generators, lightning strikes or power surges; (4) has been subjected to incidental or consequential damage caused by defects of other components of the system into which the Equipment is integrated; (5) has been used in combination with other equipment, items or materials not permitted by the Documentation or in violation of local codes or standards; or (6) had the original identification markings (including trademark or serial number) of the Equipment defaced, altered, or removed. The Limited Warranty does not cover cosmetic, superficial, technical or design defects or shortcomings, which do not materially influence or affect the energy production or degrade the form, fit or function of the Equipment. Tigo's maximum obligation under this Limited Warranty for each piece of Equipment is limited to the original cost of such Equipment.

No rights under this Limited Warranty will be available unless all personnel installing or replacing Equipment have completed the TS4 Certification Course available online at [www.tigoenergy.com/ts4key](http://www.tigoenergy.com/ts4key). Upon successful completion of the course, a certificate will be issued via email to the trainee. Tigo retains a record of certified personnel for these Limited Warranty purposes.

No rights under this Limited Warranty will be available unless installation and removal of Equipment is performed with the approved tools: TS4 Key or TS4 Production Key.

The rights under this Limited Warranty will be available and prompt service obtained only if the Equipment is monitored by the Tigo Monitoring service. A system including the Equipment must have an active internet connection and must communicate with Tigo using Tigo's free level monitoring, as a minimum, for the rights under this Limited Warranty to be available.

To obtain repair, replacement service, a credit or a refund (as applicable), under this Limited Warranty, the customer must comply with the following policies and procedures:

- All defective Equipment must be returned to Tigo with a Return Merchandise Authorization (RMA) number that the customer must obtain from Tigo. Before obtaining the RMA, however, the customer must contact a Tigo technical support representative to evaluate and troubleshoot the problem while the Equipment is in the field, since many problems can be solved in the field. Customer must provide Tigo technical support with the following information:
  - Model number of the defective Equipment.
  - Serial number of the defective Equipment.



- Detailed description of the defect.
- The Tigo system ID number.
- If in-field troubleshooting does not solve the problem, the customer may request an RMA number, which request must include the following information:
  - Proof-of-purchase of the defective Equipment in the form of: (i) the dated purchase receipt from the original purchase of the Equipment at point of sale to the end user, (ii) the dated dealer invoice or purchase receipt showing original equipment manufacturer (OEM) status, or (iii) the dated invoice or purchase receipt showing the Equipment exchanged under warranty.
  - Shipping address for return of the repaired or replacement Equipment (as applicable).
- All defective Equipment authorized for return must be returned in the original shipping container or other packaging that is equally protective of the Equipment.
- The returned defective Equipment must not have been disassembled or modified without the prior written authorization of Tigo.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIGO HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS EQUIPMENT OR ITS USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TIGO BE LIABLE TO THE CUSTOMER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE CUSTOMER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE EQUIPMENT, EVEN IF TIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIGO'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO TIGO BY THE CUSTOMER FOR THE EQUIPMENT IN THE CASE OF A WARRANTY CLAIM.

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF TIGO UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY TIGO. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER.

THE CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE EQUIPMENT WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE



EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.

NOTE: THIS TIGO ENERGY LIMITED WARRANTY IS EFFECTIVE FOR EQUIPMENT SHIPPED AFTER MAY 17, 2016.