



# Tigo Energy Limited Warranty

Tigo Energy, Inc. ("Tigo") has developed the Tigo EI Inverter, Tigo EI Battery, Tigo EI Battery Management System ("Tigo BMS"), Tigo Automatic Transfer Switch ("Tigo ATS"), Wiring Box ("Tigo EI Link") and Tigo Energy Meter (together, the "Equipment"). This Tigo limited warranty ("Limited Warranty") commences upon the installation of the Equipment ("Warranty Start Date") and covers defects in workmanship and materials of the Equipment for the following applicable duration(s) ("Warranty Period"):

- Tigo EI Inverter: 152 months, commencing on the Warranty Start Date.
- Tigo EI Battery: the first to end of (i) 132 months or (ii) 6,000 cycles, commencing on the Warranty Start Date. The Tigo EI Battery shall retain at least 65% of its original available capacity at the end of the Warranty Period.
- Tigo BMS: 132 months, commencing on the Warranty Start Date.
- Tigo ATS: 132 months, commencing on the Warranty Start Date.
- Tigo EI Link: 60 months, commencing on the Warranty Start Date.
- Tigo Energy Meter: 60 months, commencing on the Warranty Start Date.

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. Tigo does not provide any warranty with respect to a cellular plan used by a customer in connection with a Tigo EI Inverter.

Registration with the Tigo Monitoring service must be completed within 90 days from the Warranty Start Date for this Limited Warranty to be valid. The rights under this Limited Warranty will be available and prompt service obtained only if the Equipment capable of being monitored is monitored by the Tigo Monitoring service.

In order for this Limited Warranty to apply during the full Warranty Period, Tigo requires all system components to be connected to the Internet and to maintain such connection throughout the Warranty Period. Tigo shall have the right to update the Equipment through remote firmware upgrades, without further notice. If this Limited Warranty is not able to be honored during the full Warranty Period because of failure to comply with this Internet connection requirement, Tigo will still honor the Limited Warranty for 5 years from the Warranty Start Date.

The Limited Warranty only applies to a customer who has purchased the Equipment from an authorized seller of Tigo, for use in accordance with its intended purpose. This Limited Warranty may be transferred from the customer to any assignee, and will remain in effect for the time period remaining under the Limited Warranty, provided the Equipment is not moved outside its original location 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 at [support.tigoenergy.com](http://support.tigoenergy.com) (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.

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**Effective for Equipment purchased after September 9, 2022**



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 in 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. 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 nonexpedited freight carrier selected by Tigo, including related customs costs. The customer shall pay any applicable value added tax. 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 transported, stored, 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, earthquake, excessive water exposure, theft, freezing, war, insufficient ventilation, 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 have been defaced, altered, or removed. The Limited Warranty does not cover noise or vibration that is not excessive, damage or deterioration that occurs after the expiration of the Warranty Period, or cosmetic, superficial, technical or design defects, or shortcomings, which do not materially influence or affect the energy production or degrade form, fit or function of the Equipment. Tigo is not liable for any claims connected to any network coverage gap or any wireless network refusal, interruption or other limitation. Tigo's maximum obligation under this Limited Warranty for each piece of Equipment is limited to the original cost of such Equipment. Only Equipment installed in accordance with the Documentation shall be covered by this Limited Warranty.

To obtain repair or replacement service, or 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 remains installed, since many problems

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can be solved while the Equipment remains installed. 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, or (ii) 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.

This Limited Warranty is subject to Tigo's Commercial Terms and Conditions, including, without limitation, the provisions thereof which relate to governing law and jurisdiction.

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, INDIRECT, EXEMPLARY, PUNITIVE 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.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY TIGO. 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. COVERAGE UNDER THIS LIMITED WARRANTY IS SUBJECT TO THE CUSTOMER COMPLYING WITH THE FOREGOING NOTIFICATION REQUIREMENTS AND COOPERATING WITH DIRECTIONS GIVEN BY TIGO. TIGO'S SOLE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFECT WARRANTED HEREUNDER IS LIMITED TO THOSE ACTIONS EXPRESSLY STATED ABOVE. SUCH ACTIONS ARE FINAL AND DO NOT GRANT ANY FURTHER RIGHTS, IN PARTICULAR WITH RESPECT TO ANY CLAIMS FOR COMPENSATION. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE CUSTOMER.

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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.

THIS LIMITED WARRANTY HAS BEEN PREPARED IN ENGLISH AND IF TRANSLATED INTO A LANGUAGE OTHER THAN ENGLISH FOR ANY PURPOSE, THE ENGLISH VERSION SHALL IN ALL EVENTS PREVAIL AND BE PARAMOUNT IN THE EVENT OF ANY DIFFERENCES, QUESTIONS OR DISPUTES CONCERNING THE MEANING, FORM, VALIDITY, OR INTERPRETATION OF THIS LIMITED WARRANTY. THE ENGLISH VERSION CAN BE FOUND AT [WWW.TIGOENERGY.COM/DOWNLOADS/WARRANTY](http://WWW.TIGOENERGY.COM/DOWNLOADS/WARRANTY).

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