



Tigo Energy Limited Warranty

Tigo Energy, Inc. ("Tigo Energy") has developed a Management Unit and communication Gateway ("Equipment"). This Tigo Energy limited warranty ("Limited Warranty") covers defects in workmanship and materials of the Equipment for a period of five (5) years ("Warranty Period") from the earlier of: (i) 4 months from the date the Equipment is shipped from Tigo Energy; or (ii) the installation date of the Equipment at customer site.

Notwithstanding the foregoing, with respect to smart junction box equipment ("Module Embedded Equipment") the foregoing Warranty Period shall not exceed the warranty period provided by the applicable module manufacturer.

During the Warranty Period, if Tigo Energy 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 Energy will, at its option, either pay to the customer the appropriate residual market value of the Equipment, or repair or replace the defective Equipment free of charge. Tigo Energy will, at its option, use new and/or reconditioned parts in repairing or replacing the defective Equipment. Tigo Energy 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 Energy 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 Energy's return shipment of the repaired or replaced Equipment, whichever is later. This Limited Warranty does not include labor 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 Energy to customer, via a non-expedited freight carrier selected by Tigo Energy, but does not cover the shipping cost of returning defective Equipment to Tigo Energy. The Limited Warranty does not cover, and Tigo Energy 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 installation and operating instructions supplied with the original Equipment. The Limited Warranty does not apply to, and Tigo Energy will not be responsible for, any defect in or damage to any Equipment that: (1) has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) has been improperly installed, operated, handled 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 Tigo Energy User Manual or applicable laws or regulations; (3) has been subjected to fire, excessive water exposure, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Equipment specifications, including high input voltage from generators or lightning strikes; (4) has been subjected to incidental or consequential damage caused by defects of other components of the system into which the Equipment is integrated; or (5) has had the original identification markings (including trademark or serial number) of the Equipment defaced, altered, or removed. The Limited Warranty does not cover cosmetic, 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 Energy's maximum obligation under this Limited Warranty for each piece of Equipment is limited to the original cost of such Equipment.

To obtain repair or replacement service, or a credit or 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 Energy with a Return Merchandise Authorization (RMA) number, which the customer must obtain from Tigo Energy. Before obtaining an RMA number, however, the customer must contact a Tigo Energy 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.
- 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.
 - Model number of the defective Equipment.
 - Serial number of the defective Equipment.
 - Detailed description of the defect.
 - 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 Energy.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIGO ENERGY 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 ENERGY 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 ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIGO ENERGY'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO TIGO ENERGY 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 ENERGY UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY TIGO ENERGY. 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.