

This Limited Product Warranty ("Warranty") of Tabuchi Electric Company of America Limited ("TABUCHI") covers defects in material and workmanship of products described below (collectively, the "Products" and individually, the "Product") for the applicable Warranty Coverage Period(s):

- **Hybrid Solar Inverter THD-S55P3B-US**
- **Lithium-ion Storage Battery Unit EOW-LB100-PNUS**

Warranty Coverage Period: Five (5) years commencing on the date of installation of the Product.

This Warranty does not apply to components that are separate from the Products, ancillary equipment and consumables, whether supplied by TABUCHI or another party.

This Warranty only applies to an owner (the "Owner") who has purchased the Products, either directly or indirectly, from TABUCHI and owns the Products for the purpose of its own use or leasing to other parties. To assure efficient repair service under this Warranty, the Owner is encouraged to: (a) register the Product, (b) specify the names of the Owner and the Installer (an installer of the Product who is a qualified and licensed solar or electrical contractor and is approved by TABUCHI), and (c) specify the location where the Product is installed, each in accordance with the procedures described at www.tabuchiamerica.com within thirty (30) days after the Product is installed. Failure to register the Products will not diminish the Owner's warranty rights.

This Warranty may be transferred from the Owner to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, *provided* that, if there is any change on the installation location of the Product:

- (i) prior written consent to any reinstallation by TABUCHI is obtained; and
- (ii) any reinstallation is performed by a TABUCHI-approved Installer.

In case of change in ownership of the Product without any change of the Product's installation location, the Owner is encouraged to notify TABUCHI of such change in writing within thirty (30) days thereof.

If the Owner discovers any defect in workmanship or materials of the Product(s) during the applicable Warranty Coverage Period and seeks to make a claim pursuant to this Warranty, then the Owner shall initially contact the Installer who shall assess whether such alleged defect relates to the Product. If the Installer reasonably believes that the alleged defect relates to the Product, the Installer shall promptly provide, or the Owner may contact TABUCHI directly by providing, a warranty claim notice ("Warranty Claim Notice") to TABUCHI or TABUCHI's authorized service agent by writing to:

Tabuchi Electric Company of America Limited
142 Charcot Avenue, San Jose, CA, 95131
Phone: (408)224-9300

Each Warranty Claim Notice shall be submitted in accordance with applicable procedures and include the following: (i) evidence of the Product purchase date, (ii) brief description of the subject Product defect, (iii) Product serial number; (iv) proof of installation by a qualified and licensed solar or electrical contractor; and (v) a copy of the Warranty registration confirmation, if any.

Upon receipt of the Warranty Claim Notice, TABUCHI shall confirm whether the reported defect is eligible for coverage under this Warranty. TABUCHI will give notice to the Owner of its confirmation of coverage eligibility. If TABUCHI determines that the defect is eligible for coverage under this Warranty, TABUCHI may, in its sole discretion, take any one of the following actions, any of which shall

satisfy TABUCHI's obligations under this Warranty:

1. Replace the defective Product with a Product that is at least functionally equivalent to the original Product, as determined in TABUCHI's sole discretion; or
2. Repair the defective Product at TABUCHI's (or its authorized service agent's) facilities or on-site (using parts that are at least functionally equivalent to the original parts);
3. Issue a credit for the defective Product in an amount equal to the actual value of the Product as of the date on which the Warranty Claim Notice is received by TABUCHI.

If TABUCHI determines that a Product is eligible for coverage under this Warranty, the Return Material Authorization ("RMA") procedures shall apply. Specifically, the Owner shall obtain an RMA number from TABUCHI. TABUCHI shall then inform the Owner of whether TABUCHI will: (a) request the Owner to ship the Product to TABUCHI. TABUCHI will refuse any defective Product shipments (which shall be returned at the Owner's expense) if they are shipped incorrectly (such as Product returned without RMA number clearly marked on the outside of the shipping box and Product shipped to the wrong location) or (b) repair the subject Product at the Owner's site.

The Owner shall solely be responsible, at its expense, for the removal, installation and troubleshooting of the Owner's goods or systems (of which the subject defective Product, or parts thereof, may be a component).

If TABUCHI replaces or repairs a defective Product pursuant to this Warranty, the Warranty Coverage Period for the replacement Product or the repaired part of the Product as applicable shall continue for the longer of: (i) remaining duration of the original warranty coverage period, or (ii) ninety (90) days from TABUCHI's shipment of the replacement or repaired Product(s) or the date when said on-site repair is performed, as applicable.

TABUCHI (or its authorized service agent) will deliver, at TABUCHI's expense, the replacement or repaired Product(s), as applicable, to the Owner designated location within the United States, Canada, or any other territories expressly agreed to in writing by TABUCHI.

Upon completion of the warranty work, all replaced defective Products and all parts removed from repaired Product shall become TABUCHI's sole and exclusive property.

The Owner shall also provide any and all technical and other assistance reasonably requested by TABUCHI in connection with TABUCHI's performance pursuant to this Warranty.

All the reasonable costs related to the warranty work, including: (i) cost of the replacement Product, (ii) labor and materials cost incurred, by TABUCHI, to repair a defective Product, (iii) shipping costs with respect to the delivery of new replacement or any repaired Product(s), and (iv) travel, lodging and other reasonable costs of TABUCHI's (or its authorized service agent's) personnel that are incurred for on-site Product repairs shall be borne by TABUCHI unless otherwise agreed between the Owner and TABUCHI.

Warranty Exclusions: This Warranty does not apply to defects to the Product(s) or any part(s) thereof:

- (1) if the Owner is in default under any agreement with TABUCHI governing the purchase, resale or use of the Products;
- (2) due to normal wear and tear, aging, any cosmetic or superficial defects, stains, dents, marks or scratches, which do not influence the proper functioning of the applicable Products;
- (3) due to inadequate or improper use, accident, negligence, use in a manner inconsistent with TABUCHI's instructions or failure to maintain the Product;

- (4) due to modifications, alterations, assembly, wiring, handling, or removal not pre-authorized in writing by TABUCHI or in non-strict conformance with the applicable Product installation, operation and maintenance instructions by TABUCHI;
- (5) if the Owner fails to comply with any applicable laws, rules and regulations governing the purchase, resale and use of the Products, including, without limitation any applicable safety regulations;
- (6) due to being subjected to extreme natural conditions (e.g., earthquakes, typhoons, tornados, volcanic activity, tsunami, fire, flood, lightning, snow, ice, etc.), power surges, vandalism, abuse, neglect, corrosion, biological infestations, accident, environmental pollution (e.g., soot, chemical vapors, acid rains, etc.), terrorist acts, riots, war, man-made disasters, third party actions or omissions, or any other cause beyond TABUCHI's reasonable control or not arising from normal operating conditions;
- (7) due to repairs performed by any unauthorized party;
- (8) if any party, including the Owner, has defaced, altered or removed the original Product identification markings (trademark, copyright notices, logos, serial numbers, etc.);
- (9) if the Products are sold and/or installed outside of the United States, Canada, or any other territories expressly agreed to in writing by TABUCHI; or
- (10) due to any other reason not solely attributable to TABUCHI.

TABUCHI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT (e.g., loss of opportunity to sell electric power using the Product). Any such damages are not recoverable from TABUCHI. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT(S). TABUCHI HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY AS TO QUALITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, ACCURACY, OR APPLICATION CONCERNING ANY OF THE PRODUCTS, OR THEIR DESIGN, MATERIALS, WORKMANSHIP, LIFE, PERFORMANCE OR SUITABILITY, OR THE SPECIFICATIONS OR INFORMATION, DOCUMENTATION OR MANUALS PROVIDED WITH THE PRODUCTS.

Should you need to contact us regarding a **warranty**, you can call us at (408)224-9300 or e-mail to service@tabuchiamerica.com.

EIBS 20180702 (5yrs)
July 02, 2018