



LIMITED PRODUCT WARRANTY

This Tabuchi Electric Company of America Limited (“TABUCHI”) Limited Product Warranty (“Warranty”) covers defects in material and workmanship of products for the applicable warranty coverage period(s) described below (the “Products”):

- **Three-phase inverter unit EPW-T250P6-US**
- **Master Box for three phase inverter EOW-MBX-US**

Ten (10) years commencing on the date of installation of the applicable Product.

This Warranty does not apply to components which are separate from the Products, ancillary equipment and consumables, whether supplied by TABUCHI or another party. *Some components* may carry their own manufacturer product warranty.

This Warranty only applies to an owner (“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. In addition, to activate this Warranty, the installer of the Product who is a qualified and licensed solar or electrical contractor and is provided with ID issued by TABUCHI (the “Installer”) shall: (a) register the Product, (b) specify the names of the Owner and Installer, and (c) specify the location where the subject Product is installed, each in accordance with the procedures described at www.tabuchiamerica.com within thirty (30) days after the Product is installed.

This Warranty may be transferred from Owner to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, *provided* that:

- (a) in case of change of installation location of Product,
 - (i) prior written consent to any reinstallation by TABUCHI is obtained and
 - (ii) any reinstallation is performed by the Installer; or
- (b) in case of change in ownership of the Product without change of its installation location, prompt written notification of such owner’s change is made to TABUCHI.

If during the applicable Warranty coverage period, the Owner discovers any defect in workmanship or materials of the applicable Product(s) and seeks to make a claim pursuant this Warranty, then Owner shall initially contact the Installer who shall assess whether alleged defect relates to the Product. If the Installer reasonably believes that the alleged defect relates to the Product, the Installer shall promptly notify (“Warranty Claim Notice”) TABUCHI or TABUCHI’s authorized service agent by writing to:

Tabuchi Electric Company of America Limited
357 Piercy Road, San Jose, CA, 95138
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) compliance with the Product registration process described herein, (iii) brief description of the subject Product defect, (iv) Product serial number; (v) proof of installation by a qualified and licensed solar or electrical contractor; and (vi) copy of the Warranty registration confirmation.

Upon receipt of the Warranty Claim Notice, TABUCHI, in its sole discretion, shall determine whether the reported defect is eligible for coverage under this Warranty. TABUCHI will give notice Owner of its determination 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:

1. 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);
2. 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
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 Merchandise Authorization ("RMA") procedures shall apply. Specifically, Owner shall obtain an RMA number from TABUCHI. TABUCHI shall then inform Owner of whether TABUCHI will: (a) repair the subject Product at Owner's site or (b) request Owner to ship the Product to TABUCHI. TABUCHI will refuse any defective Product shipments (which shall be returned at Owner's expense) if they are shipped incorrectly such as returned without RMA number clearly marked on the outside of the shipping box and shipped to the wrong location.

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

If TABUCHI repairs or replaces a defective Product pursuant to this Warranty, the warranty coverage period for the repaired part of Product as applicable or replacement Product 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 repaired Product or replacement Product 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 repaired or replacement Products, as applicable, to the Owner designated location within the United States or Canada.

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.

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) labor and materials cost incurred, by TABUCHI, to repair a defective Product, (ii) cost of the replacement Product, (iii) shipping costs with respect to the delivery of any repaired or new placement Product, 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 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, re-sale 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 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 Product is moved from its registered installed location without re-registration;
- (10) if the Products are sold and/or installed outside of the United States and Canada; or
- (11) due to any other reason not solely attributable to TABUCHI.

Any Owner claims that go beyond the Warranty terms set out herein, including, without limitation, claims for compensation or special, consequential (e.g. loss of opportunity to sell electric power using the Product) and indirect damages, are not covered by this Warranty, insofar as TABUCHI is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. 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.

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