



# North America

# Distribution Product Catalog



Flexible | Simple | Trusted

The prices contained in this Distribution Price List shall supersede and nullify all previous prices and related agreements or understandings, whether oral or written, with respect to Tigo Energy products addressed hereby.

[tigoenergy.com](http://tigoenergy.com)

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Valid through 2023.9.30



# N.A. Distribution - Purchase Order Instructions

## Include Required Information

Please make sure to include the below information needed to process orders and solidify into production schedule:

- PO#
- Specified Part Numbers with Quantities
- Provide A/P Contact in PO (email address)
- Current Credit Terms
- Requested Delivery Date
- Shipping Terms Requested Including Carrier Preference (if applicable)
  - **Please note:** Freight is not included in the pricing below
- Shipping Address with Delivery Name and Phone Number

## Submit PO

Email the purchase order to [NADistributionOrders@tigoenergy.com](mailto:NADistributionOrders@tigoenergy.com). Within 3 business days, the sender of this email will receive order confirmation.

## Review MOQs

To avoid delays in processing, please review product quantities to ensure they meet multiples of Tigo MOQs per product before PO submission.

## Quick Reference Product Table

See following pages for detailed products overview

Part Number	Product	MOQ	Price per unit
461-00252-32	TS4-A-O	1200	\$33.58
461-00252-62	TS4-A-O - Long Cable	1080	\$34.73
466-00252-32	TS4-A-S	1200	\$25.15
466-00252-62	TS4-A-S - Long Cable	1080	\$26.30
455-00252-32	TS4-A-M	12000	\$19.79
348-00000-52	CCA Kit	8	\$233.83
346-00000-00	CCA	20	\$105.20
158-00000-02	TAP	10	\$43.18
601-2103K8-0002	TSI-3.8K-US (compatible with 50A ATS)	1	\$988.30
601-2103K8-0502	TSI-3.8K-US 5yr Cell Backup (compatible with 50A ATS)	1	\$1,193.88
601-2107K6-0002	TSI-7.6K-US (compatible with 50A ATS)	1	\$1,353.77
601-2107K6-0502	TSI-7.6K-US 5yr Cell Backup (compatible with 50A ATS)	1	\$1,560.87
601-2107K6-0003	TSI-7.6K-US (compatible with 200A ATS)	1	\$1,353.77
601-2107K6-0503	TSI-7.6K-US 5yr Cell Backup (compatible with 200A ATS)	1	\$1,560.87
601-2111K4-0003	TSI-11.4K-US (compatible with 200A ATS)	1	\$1,675.08
601-2111K4-0503	TSI-11.4K-US 5yr Cell Backup (compatible with 200A ATS)	1	\$1,892.84
804-200200-0001	Energy Meter for Battery	1	\$175.12
701-2010H0-0002	TSB-10-US (Batteries & Cabinet)	1	\$5,940.00
801-200200-0201	TSS-200-US (ATS)	1	\$1,796.90
801-200050-0001	TSS-50-US (ATS)	1	\$761.40

Part Number	Product	MOQ	Price per unit
459-00252-32	TS4-A-F, 15A	1200	\$21.59
481-00252-62	TS4-A-F, 15A - Long Cable	1080	\$22.69
486-00252-32	TS4-A-F, 25A	1200	\$27.37
486-00252-62	TS4-A-F, 25A - Long Cable	1080	\$28.47
484-00252-22	TS4-A-2F, 15A	900	\$32.90
484-00252-24	TS4-A-2F, 15A - Long Cable	720	\$36.50
485-00252-22	TS4-A-2F, 25A	900	\$37.40
485-00252-24	TS4-A-2F, 25A - Long Cable	720	\$41.00
490-00000-51	RSS Transmitter - Single Core Pure Signal	12	\$33.58
490-00000-52	RSS Transmitter - Dual Core Pure Signal	12	\$38.70
493-00000-52	RSS Transmitter Kit - Commercial Pure Signal	12	\$127.93
492-00000-51	RSS Transmitter Kit - Single Core Pure Signal	8	\$109.60
492-00000-52	RSS Transmitter Kit - Dual Core Pure Signal	8	\$114.77
400-00900-00	RSS Signal Detector	1	\$243.87



# Tigo Hybrid Inverters & Energy Storage Solutions

**EI Inverter**



- 2:1 DC/AC ratio
- 50V starting voltage
- NEMA 4X (IP65)
- Multiple MPPTs (2, 3, and 4)

Included:

- Integrated CCA and RSS
- Tigo Access Point (TAP)
- E-Stop button

**EI Battery**



- LFP Chemistry
- Modular & scalable
- IP56/NEMA 4
- 5000W Cont. Discharge

Included:

- Cabinet with (3) 3.3kWh LFP Battery Modules
- Support load shift, self consumption and backup applications

**ATS - 50A**



- Select Backup
- Output: 208/240Vac
- NEMA 4X (IP65)

Not Included:

- Energy Meter

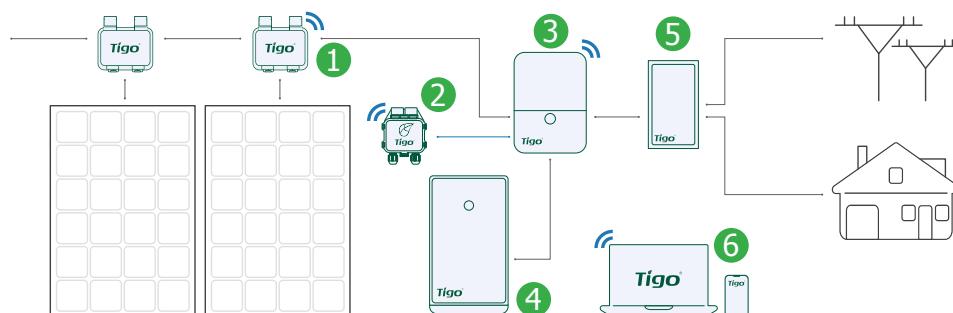
**ATS - 200A**



- Full Backup
- Output: 208/240Vac
- NEMA 4X (IP65)
- Internal Bypass Switch

Included:

- Integrated Energy Meter
- Front LED indicator lights



- 1 Tigo TS4 Flex MLPE
- 2 Tigo Access Point (TAP)
- 3 EI Inverter
- 4 EI Battery
- 5 Automatic Transfer Switch (ATS)
- 6 Energy Intelligence (EI) Monitoring Platform

Product	Part Number	Description	Minimum Order Quantity	Price Per Unit
50A Compatible	3.8kW Hybrid Inverter - 50A	3.8kW Energy Storage Hybrid Inverter, Ethernet/WiFi, compatible with 50A ATS	1	\$988.30
	3.8kW Hybrid Inverter w/ Cell 5yr Backup - 50A	3.8kW Energy Storage Hybrid Inverter, Ethernet/WiFi, 5-year Cellular for backup data*, compatible with 50A ATS	1	\$1,193.88
	7.6kW Hybrid Inverter - 50A	7.6kW Energy Storage Hybrid Inverter, Ethernet/WiFi, compatible with 50A ATS	1	\$1,353.77
	7.6kW Hybrid Inverter w/ Cell 5yr Backup - 50A	7.6kW Energy Storage Hybrid Inverter, Ethernet/WiFi, 5-year Cellular for backup data*, compatible with 50A ATS	1	\$1,560.87
	Automatic Transfer Switch - 50A	50A MLO Auto Transfer Switch, Backup/Grid	1	\$761.40
	Energy Meter for Battery	2 CT's, 200A Meter, Paired with 50A ATS and/or No ATS**	1	\$175.12
200A Compatible	7.6kW Hybrid Inverter - 200A	7.6kW Energy Storage Hybrid Inverter, Ethernet/WiFi, compatible with 200A ATS	1	\$1,353.77
	7.6kW Hybrid Inverter w/ Cell 5yr Backup - 200A	7.6kW Energy Storage Hybrid Inverter, Ethernet/WiFi, 5-year Cellular for backup data*, compatible with 200A ATS	1	\$1,560.87
	11.4kW Hybrid Inverter - 200A	11.4kW Energy Storage Hybrid Inverter, Ethernet/WiFi, compatible with 200A ATS	1	\$1,675.08
	11.4kW Hybrid Inverter w/ Cell 5yr Backup - 200A	11.4kW Energy Storage Hybrid Inverter, Ethernet/WiFi, 5-year Cellular for backup data*, compatible with 200A ATS	1	\$1,892.84
	Automatic Transfer Switch - 200A	200A MCB Auto Transfer Switch, Backup/Grid, Energy Meter included	1	\$1,796.90
Batteries & Cabinet Unit - 9.9kWh			1	\$5,940.00

\*The system still requires WiFi to commission and operate; cellular only provides backup data.

\*\*Required for systems without ATS or with 50A ATS



## Tigo standard solutions for solar + storage



### Tigo Energy Intelligence

- See your complete system in the palm of your hand
- Set your own preferences
- Desktop & mobile apps



**Tigo Rate Saver**



**Tigo Select Backup**



**Tigo Full Backup**

**Increase energy** production with Tigo Optimizers.



**Reduce your utility bill** with solar + storage.



**Monitor your system** 24/7 with the Tigo EI App.



Enable load flexibility with **long-lasting batteries**.



Backup power for **select loads** like lights, internet, fridge, TV



Backup power for **larger loads**, like AC



Most common for  
CA NEM 3.0

### Rate Saver

Product	Part Number	Description	Suggested Quantities
3.8kW Hybrid Inverter - 50A	601-2103K8-0002	3.8kW Energy Storage Hybrid Inverter, Ethernet/WiFi, compatible with 50A ATS	1
Batteries & Cabinet Unit - 9.9kWh	701-2010H0-0002	Battery with enclosure, 9.9kWh (1 battery enclosure and (3) battery modules)	1
Energy Meter for Battery	804-200200-0001	2 CT's, 200A Meter, Paired with 50A ATS and/or No ATS	1
TS4-A-O	461-00252-32	MLPE - Optimization, Monitoring & Rapid Shutdown	11
			Package Price \$7,474.80

### Select Backup

Product	Part Number	Description	Suggested Quantities
7.6kW Hybrid Inverter - 50A	601-2107K6-0002	7.6kW Energy Storage Hybrid Inverter, Ethernet/WiFi, compatible with 50A ATS	1
Batteries & Cabinet Unit - 9.9kWh	701-2010H0-0002	Battery with enclosure, 9.9kWh (1 battery enclosure and (3) battery modules)	2
Automatic Transfer Switch - 50A	801-200050-0001	50A MLO Auto Transfer Switch, Backup/Grid	1
Energy Meter for Battery	804-200200-0001	2 CT's, 200A Meter, Paired with 50A ATS and/or No ATS**	1
TS4-A-O	461-00252-32	MLPE - Optimization, Monitoring & Rapid Shutdown	22
			Package Price \$14,909.05

### Full Backup

Product	Part Number	Description	Suggested Quantities
11.4kW Hybrid Inverter - 200A	601-2111K4-0003	11.4kW Energy Storage Hybrid Inverter, Ethernet/WiFi, compatible with 200A ATS	1
Batteries & Cabinet Unit - 9.9kWh	701-2010H0-0002	Battery with enclosure, 9.9kWh (1 battery enclosure and (3) battery modules)	4
Automatic Transfer Switch - 200A	801-200200-0201	200A MCB Auto Transfer Switch, Backup/Grid, Energy Meter included	1
TS4-A-O	461-00252-32	MLPE - Optimization, Monitoring & Rapid Shutdown	33
			Package Price \$28,340.12



## Module Level Power Electronics (MLPE) - Optimization/Monitoring/Safety (Rapid Shutdown) & Accessories



TS4-A-O: Optimization | Monitoring | Rapid Shutdown

- Increase energy production with shaded and mismatched modules up to 700W
- The ONLY optimizer with selective deployment (mix & match -O and -S)
- Meets US NEC rapid shutdown requirements

TS4-A-S: Monitoring | Rapid Shutdown

- Enables monitoring and rapid shutdown for modules up to 700W
- Module-level monitoring with Tigo Energy Intelligence
- Meets US NEC rapid shutdown requirements



Required accessories:



or



Energy Intelligence (Monitoring)



Product	Part Name	Part Number	Description	Minimum Order Quantity	Price Per Unit
MLPE - Optimization, Monitoring & Rapid Shutdown	TS4-A-O	461-00252-32	15A, 700W, 1500V UL / 1000VIEC/1500VUL, 0.12/1.2M Cable, MC4	1200	\$33.58
MLPE - Optimization, Monitoring & Rapid Shutdown - Long Cables	TS4-A-O, Long	461-00252-62	15A, 700W, 1500V UL / 1000V IEC, 0.62/1.2m Cable, MC4	1200	\$34.73
MLPE - Monitoring & Rapid Shutdown	TS4-A-S	466-00252-32	15A, 700W, 1500V UL / 1000V IEC, 0.12/1.2m cable, MC4	1200	\$25.15
MLPE - Monitoring & Rapid Shutdown - Long Cables	TS4-A-S, Long	466-00252-62	15A, 700W, 1500V UL / 1000V IEC, 0.62/1.2m cable, MC4	1200	\$26.30
MLPE - Monitoring	TS4-A-M	455-00252-32	15A, 500W, 1500VUL/1000VIEC, 0.12/1.2M Cable, MC4	12000	\$19.79
Cloud Connect Advanced Data Logger Kit	CCA Kit	348-00000-52	TAP, Din Rail PS, Outdoor box	8	\$233.83
Cloud Connect Advanced Data Logger	CCA	346-00000-00	Standalone Unit	20	\$105.20
Tigo Access Point (TAP)**	TAP	158-00000-02	Tigo Access Point - Zigbee and BLE	10	\$43.18

\*See product data sheet or contact sales for additional connector and conductor length options. MOQ may apply.

\*\*Recommended shielded [cable](#) for connecting TAP to CCA, not included. More info can be found [here](#).



## Module Level Power Electronics (MLPE) - Fire Safety (Rapid Shutdown Only) & Accessories



### TS4-A-F: Dedicated Rapid Shutdown (1:1)

- Up to 700W, 16-90V
- Meets US NEC rapid shutdown requirements
- UL PV Rapid Shutdown System (PVRSS) certified with hundreds of inverters to comply with NEC 2014, 2017, and 2020 rapid shutdown requirements

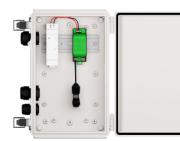
### TS4-A-2F: Dedicated Rapid Shutdown (2:1)

- Up to 1400W (700W per channel), 16-90V, up to 25A per channel
- Meets US NEC rapid shutdown requirements
- UL PV Rapid Shutdown System (PVRSS) certified with hundreds of inverters to comply with NEC 2014, 2017, and 2020 rapid shutdown requirements

### Required accessories:



RSS  
Transmitter



RSS  
Transmitter  
Outdoor kit

Many inverter brands and models offer the Tigo RSS Transmitter factory integrated to allow plug-n-play or have been UL PVRSS certified - for more info, [visit here](#).



Product	Part Name	Part Number	Description	Minimum Order Quantity	Price Per Unit
MLPE - Rapid Shutdown Only, 15A	TS4-A-F, 15A	459-00252-32	15A, 700W, 1500VUL/1000VIEC, 0.12/1.2M Cable, MC4	1200	\$21.59
MLPE - Rapid Shutdown Only - Long Cables, 15A	TS4-A-F, 15A, Long	481-00252-62	15A, 700W, 1500VUL/1000VIEC, 0.62/1.2m Cable, MC4	1080	\$22.69
MLPE - Rapid Shutdown Only, 25A	TS4-A-F, 25A	486-00252-32	25A, 700W, 1500VUL/1000VIEC, 0.12/1.2m Cable, MC4	1200	\$27.37
MLPE - Rapid Shutdown Only - Long Cables, 25A	TS4-A-F, 25A, Long	486-00252-62	25A, 700W, 1500VUL/1000V IEC, 0.62/1.2m Cable, MC4	1080	\$28.47
MLPE - 2 Module Rapid Shutdown Only, 15A	TS4-A-2F, 15A	484-00252-22	15A, 1000W, 1500VUL/1000VIEC/1500VUL, 0.12/0.2/2.2M Cable, MC4	900	\$32.90
MLPE - 2 Module Rapid Shutdown Only - Long Cables, 15A	TS4-A-2F, 15A, Long	484-00252-24	15A, 1000W, 1500VUL/1500VUL, 1.2/1.3/2.4m Cable, MC4	720	\$36.50
MLPE - 2 Module Rapid Shutdown Only, 25A	TS4-A-2F, 25A	485-00252-22	25A, 1400W, 1500VUL/1000VIEC, 0.12/0.2/2.2M Cable, MC4	900	\$37.40
MLPE - 2 Module Rapid Shutdown Only - Long Cables, 25A	TS4-A-2F, 25A, Long	485-00252-24	25A, 1400W, 1500VUL/1000VIEC, 1.2/1.3/2.4m Cable, MC4	720	\$41.00
RSS Transmitter - Pure Signal Single Core (no enclosure)	RSS Transmitter	490-00000-51	Single Core, Pure Signal RSS Transmitter, Din Rail (no PS or enclosure)	12	\$33.58
RSS Transmitter - Pure Signal Dual Core (no enclosure)	RSS Transmitter	490-00000-52	Dual Core, Pure Signal RSS Transmitter, Din Rail (no PS or enclosure)	12	\$38.70
RSS Transmitter Kit - Commercial Pure Signal Dual Core (no enclosure)	RSS Transmitter Kit	493-00000-52	Dual Core, Pure Signal RSS Transmitter, Din Rail, Commercial 480/277VAC PS (no enclosure)	12	\$127.93
RSS Transmitter Kit - Pure Signal Single Core (with enclosure kit)	RSS Transmitter Kit	492-00000-51	Single Core, Pure Signal RSS Transmitter, Din Rail, 120/240VAC PS, Outdoor Enclosure kit	8	\$109.60
RSS Transmitter Kit - Pure Signal Dual Core (with enclosure kit)	RSS Transmitter Kit	492-00000-52	Dual Core, Pure Signal RSS Transmitter, Din Rail, 120/240VAC PS, Outdoor Enclosure kit	8	\$114.77
RSS Signal Detector	RSS	400-00900-00	RSS Signal Detector	1	\$243.87

\*See product data sheet or contact sales for additional connector and conductor length options. MOQ may apply.



## Tigo Quick Links (specific product page links)

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### **Tigo EI Residential Solar Solution**

- [EI Inverter](#)
- [EI Battery](#)
- [ATS](#)
- [TS4-A-O Optimization](#)
- [TS4-A-S Monitoring](#)

### **Tigo TS4 Flex MLPE**

- [TS4-A-F Fire Safety](#)
- [TS4-A-2F Fire Safety \(2 modules\)](#)
- [TS4-A-O Optimization](#)
- [TS4-A-S Monitoring](#)

### **Tigo TS4 Flex MLPE - Accessories**

- [Tigo Access Point \(TAP\)](#)
- [Cloud Connect Advanced \(CCA\)](#)
- [RSS Transmitter](#)

### **Tigo Resources**

- [Tigo Academy](#)
- [Help Center](#)
- [Downloads](#)
- [Webinars](#)
- [UL PVRSS](#)
- [Brand Assets](#)



# Tigo Energy Commercial Terms and Conditions

## 1. OFFER, CONFIRMATION OR AGREEMENT

- a. These terms and conditions ("Terms and Conditions") of commercial sale for products of Tigo Energy, Inc. ("TIGO") apply to and form an integral part of all quotations and offers made by TIGO, all acceptances, acknowledgements, and confirmations by TIGO of any orders by a buyer ("Buyer") and any agreements (each an "Agreement," and collectively the "Agreements") regarding the sale by TIGO and purchase by Buyer of TIGO's products ("Products"), unless and to the extent TIGO explicitly agrees otherwise in writing.
- b. Any terms and conditions set forth on any document or documents (including but not limited to purchase orders) issued by Buyer or TIGO either before or after issuance of these Terms and Conditions, or any document setting forth or referring to these Terms and Conditions, are hereby explicitly rejected and disregarded by TIGO, and any such terms shall be wholly inapplicable to any sale of the Products made by TIGO to Buyer and shall not be binding in any way on TIGO.
- c. TIGO's offers are open for acceptance for thirty (30) days from the date of the offer, unless stated otherwise, but any offer may be modified, withdrawn, or revoked by TIGO at any time prior to the actual receipt and confirmation by TIGO of Buyer's acceptance thereof.

## 2. PRICING

- a. Pricing for the goods sold hereunder shall be determined by TIGO in its sole discretion and except with respect to the prices of Products being sold under the terms of already accepted purchase orders, may be changed at any time by TIGO on notice to Buyer. Unless otherwise specified by TIGO, prices for such Products are for the quantity specified and do not include charges for transportation, insurance, special packaging, marking, applicable sale service taxes, value added taxes, export or import licenses, fees, taxes, duties and the like; Buyer shall bear the cost of such charges in addition to the prices invoiced. Prices quoted are in U.S. Dollars and are valid for delivery only to locations within the United States or delivery Ex Works (Incoterms 2020) TIGO's manufacturing facility or other location designated by TIGO. TIGO reserves the right to make substitutions and modifications in the specifications of Products sold by it if such substitutions or modifications do not cause a material adverse effect on overall performance. TIGO further reserves the right to discontinue any Products, provided that for any such discontinuance it shall provide written notice of such discontinuance to Buyer at least thirty (30) days in advance of such discontinuance.

## 3. PAYMENT

- a. Unless the Buyer's credit is preapproved by TIGO in writing, Buyer will prepay for all accepted orders for the Products invoiced by TIGO. If TIGO grants credit to Buyer, net payment is due within thirty (30) days of date of invoice unless agreed otherwise between TIGO and Buyer in writing. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by TIGO. In addition to any other rights and remedies TIGO may have under applicable law, interest will accrue on all late payments at the rate of one and five tenths percent (1.5%) per month or the applicable statutory rate, whichever is lower, and to the extent permitted by applicable law, from the due date until payment in full.
- b. All deliveries of Products agreed to by TIGO shall at all times be subject to credit approval of TIGO. If, in TIGO's judgment, Buyer's financial or business condition at any time does not justify production or delivery of Products on the above payment terms or for other reasons, TIGO may require full or partial payment in advance or other payment terms as a condition to delivery, and TIGO may suspend, delay or cancel any credit, delivery or any other performance by TIGO.
- c. In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, TIGO shall have the right to refuse performance and/or delivery of any Products for any orders until payments are brought current and TIGO may suspend, delay or cancel any credit, delivery or any other performance by TIGO. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law.
- d. Any request submitted by Buyer to return Products for any reason may be accepted or rejected by TIGO, in exchange for cash or credit towards the future purchase of Products, each in TIGO's sole discretion. All Product returns shall require prior written approval by TIGO and shall incur a restocking fee of twenty-five percent (25%) of the total invoice price for such Products ("Restocking Fee"). Buyer shall prepay the Restocking Fee for all accepted Product returns. In the event that TIGO rejects Buyer's request to return Products in its sole discretion, Buyer shall remain liable for the entire purchase price of the Products.

## 4. DELIVERY AND QUANTITIES

- a. Products shall be delivered Ex Works (Incoterms 2020) TIGO's manufacturing facility or other location designated by TIGO, unless otherwise agreed in writing. Delivery dates communicated or acknowledged by TIGO are approximate only, and TIGO shall not be liable for, nor shall TIGO be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. TIGO agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that Buyer provides all necessary order and delivery information sufficiently prior to the delivery date.
- b. In the event of any delay in the delivery of the Products, TIGO will give Buyer written notice of such delay or failure to deliver and Buyer will provide TIGO thirty (30) days within which to cure. If TIGO does not deliver within such thirty (30) day period, Buyer's sole and exclusive remedy is to cancel the affected and undelivered portions of the Agreement. TIGO will have no liability associated with the failure to deliver the Products.
- c. Title to the Products shall pass to Buyer upon payment in full of the purchase price in respect thereof.
- d. Inspection, acceptance or rightful rejection of the Products must be made within ten (10) days after the delivery of the Products at Buyer's designated site. Buyer must notify TIGO in writing within such ten (10) days of any packaging or quantity problem with the Products. For other surface or quality problems, Buyer shall make a claim in writing to TIGO within twenty (20) days after the delivery of the Products at Buyer's site. If a claim is made, Buyer shall hold Products concerned with reasonable care pending TIGO's inspection. PROVIDED BUYER DOES NOT RAISE A QUALITY CLAIM WITHIN THE AFORESAID TIME LIMITS, THE QUALITY OF THE PRODUCTS SHALL BE DEEMED SATISFACTORY TO BUYER, AND ANY CLAIM THEREAFTER SHALL BE MADE IN ACCORDANCE WITH TIGO'S STANDARD LIMITED WARRANTY.
- e. If Buyer fails to take delivery of Products ordered, then TIGO may deliver the Products in consignment at Buyer's cost.
- f. In the event TIGO's production is curtailed for any reason, TIGO shall have the right to allocate its available production and Products, in its sole discretion, among its various customers and as a result may sell and deliver to Buyer fewer Products than specified in the Agreement, as the case may be, which Buyer will accept.



# Tigo Energy Commercial Terms and Conditions

## 5. OWNERSHIP RIGHTS.

- a. TIGO's design, development, manufacture, or sale of the Products for Buyer shall not be deemed to produce a work made for hire and shall not give a Buyer any intellectual property right interest in the Products or any portion thereof. Such rights shall remain TIGO's sole property. All equipment, materials, software and other proprietary information of TIGO whether or not made for, obtained or developed by TIGO for the performance of this Agreement, shall remain TIGO's sole property. Buyer's payment of any costs or expenses relating to any of the foregoing shall not be deemed to grant Buyer any ownership interest therein. Any transactions related to the Products hereunder do not convey any license, expressly or by implication, estoppel or otherwise under any patent, copyright, mask work or the like with respect to which TIGO can grant license covering complete equipment, or any compilation, assembly, combination, method or process in which any such goods are used as components. TIGO reserves its rights under any such patent, copyright, mask work or the like.

## 6. FORCE MAJEURE

- a. TIGO shall not be liable for any failure or delay in performance if:
  - i. such failure or delay results from interruptions in the Product manufacturing and/or delivery process; or
  - ii. such failure or delay is caused by Force Majeure as defined below or by law.
- b. In case of such a failure as set forth above, the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without TIGO being responsible or liable to Buyer for any damage resulting therefrom.
- c. The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond TIGO's reasonable control - whether or not foreseeable at the time of the Agreement - as a result of which TIGO cannot reasonably be required to execute its obligations including force majeure and/or default by one of TIGO's suppliers, strikes or other labor disputes, riots or civil unrest, any breakage, malfunction or delay in delivery of any machinery, equipment or materials, earthquakes, floods, acts of terrorism, or other unforeseeable or unexpected events that substantially influence performance of the Agreement.

## 7. LIMITED WARRANTY AND DISCLAIMER

- a. TIGO warrants that: (i) on payment by Buyer of the full Product purchase price, TIGO will convey good title to the Products; and (ii) under normal use in accordance with the intended use, the Products, at the time of delivery to Buyer and for a period specified by TIGO's standard limited warranty, will be free from defects in material or workmanship and shall substantially conform to TIGO's specifications for such Product. The foregoing is subject to TIGO's standard limited warranty terms and conditions. **TIKO MAKES NO WARRANTY THAT THE PRODUCTS WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. TIGO MAKES NO WARRANTY EXPRESSED OR IMPLIED REGARDING THE PRODUCTS EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN AND IN TIGO STANDARD LIMITED WARRANTY.** Buyer may ship Products returned under warranty to TIGO's designated facility only in conformance with TIGO's then-current return material authorization policy.
- b. Notwithstanding the foregoing, TIGO shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the user manual, neglect, improper installation or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling.

## 8. LIMITATION OF LIABILITY

- a. EXCEPT AS OTHERWISE SET FORTH IN TIGO STANDARD LIMITED WARRANTY, TIGO'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY TENDER OF NONCONFORMING PRODUCTS OR BREACH OF WARRANTY IS EXPRESSLY LIMITED TO TIGO'S CHOICE AT ITS SOLE DISCRETION OF (i) THE REPAIR OF THE NONCONFORMING PRODUCTS, OR (ii) THE REPLACEMENT OF THE NONCONFORMING PRODUCTS WITH CONFORMING PRODUCTS AT THE PLACE OF DELIVERY SHOWN IN THIS AGREEMENT. ANY SUCH REPAIR OR REPLACEMENT WILL BE MADE ONLY UPON RETURN OF THE NONCONFORMING PRODUCTS, WHICH MAY BE RETURNED AT TIGO'S COST ONLY AFTER TIGO'S INSPECTION AND BUYER'S RECEIPT FROM TIGO OF SHIPPING INSTRUCTIONS. IN NO EVENT SHALL TIGO BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES BY BUYER. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE, DELAY IN CONSTRUCTION, PROMOTION OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS) HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY WAS NOTIFIED OR AWARE OF THE POTENTIAL OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THIS EXCLUSION INCLUDES LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. SUBJECT TO ANY OTHER LIMITATIONS ON TIGO'S LIABILITY IN THIS AGREEMENT, TIGO'S MAXIMUM LIABILITY, WHETHER RESULTING FROM BREACH OF CONTRACT OR NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCTS AS TO WHICH THE CLAIM IS MADE. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT. SINCE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIMITATIONS CONTAINED IN THIS SECTION MAY NOT APPLY TO THE PARTIES.
- b. Any Buyer claim for damages must be brought by Buyer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. After the one-year term, Buyer waives any and all rights to such claims and any claims that have been brought or filed not in accordance with the preceding sentence are null and void.
- c. The limitations and exclusions set forth above in this Section shall apply only to the extent permitted by applicable mandatory law.

## 9. ASSIGNMENT AND SETOFF.

- a. Buyer shall not assign any rights or obligations under the Agreement without the prior written consent of TIGO. Buyer shall have no right to withhold or reduce



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any payments or to offset existing and future claims against any payments due for Products sold under the Agreement or under any other agreement that Buyer may have with TIGO and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf.

## 10. TERMINATION

- a. Without prejudice to any rights or remedies TIGO may have under the Agreement or at law, TIGO may, by written notice to Buyer, terminate with immediate effect the Agreement or any part thereof without any liability whatsoever, if:
  - i. Buyer violates or breaches any of the provisions of the Agreement;
  - ii. any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer.
- b. Upon occurrence of any of the events referred to above, all payments to be made by Buyer under the Agreement shall become immediately due and payable.
- c. In the event of cancellation, termination, or expiration of an Agreement the terms and conditions intended to survive such cancellation, termination or expiration shall so survive.

## 11. PUBLICITY.

- a. At TIGO's request, Buyer agrees to place a TIGO logo on the Buyer's product and/or packaging if the Buyer's product incorporates a TIGO Product. Any such use of the logo is subject to TIGO's trademark usage guidelines and TIGO's prior written consent, review and approval. Buyer agrees to permit TIGO to use Buyer's name and/or mark and identify itself as the supplier of the Product in TIGO's publicity, advertising, marketing or product-related literature ("Publicity"). The form and placement of Buyer's name and/or mark on TIGO's Publicity will be subject to Buyer's prior review and approval, such approval not to be unreasonably withheld, conditioned or delayed.

## 12. GENERAL.

- a. This Agreement constitutes the entire understanding between Buyer and TIGO with respect to the subject matter hereof and supersedes all prior agreements, discussions and understandings between Buyer and TIGO relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not set forth herein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and this Agreement shall be construed, enforced and governed in accordance with California state laws without giving effect to its choice of law provisions. The parties agree and submit to the exclusive jurisdiction of the Superior Court of California for the County of Santa Clara or the U.S. District Court for the Northern District of California. If any term or provision of this Agreement is held to be invalid or unenforceable, this Agreement shall continue in force without such provision or as changed and interpreted to give best effect to the parties' intentions. Laws, regulations, orders or other restrictions on the export from the United States of any technology, products incorporating technology or information pertaining thereto that may be imposed by the United States government or any agency thereof apply. Notwithstanding anything else to the contrary, Buyer shall not export or re-export, directly or indirectly, any technology, products incorporating technology or information pertaining thereto to any country for which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first containing such license or approval. TIGO shall provide information under its control for Buyer to obtain any import or export licenses required for Buyer to receive or ship goods sold. If goods purchased are sold, or are incorporated into products that are sold, under a United States government contract, TIGO rejects provisions or clauses required to be passed on to TIGO pursuant to said contract and such provisions or clauses shall not be deemed included or binding on TIGO unless accepted in writing by TIGO's authorized representative. This Agreement may be amended, changed, modified, waived or discharged only by a writing signed by the party against whom enforcement is sought. No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of the other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default. Waiver, permit, consent or approval of any kind of character of any breach or default must be in writing signed by the party against whom enforcement is sought. If any dispute arises out of or related to this Agreement, the parties shall first to try in good faith settle the dispute by non-binding mediation in the County of Santa Clara. Either party may initiate mediation by delivering a written request to the other party. Within ten (10) calendar days of such request, the parties shall confer to select a mediator. If the parties fail to agree upon a mediator, either party may request that the Judicial Arbitration and Mediation Services (JAMS) appoint a mediator. If any term or provision of this Agreement is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction. The prevailing party in any action or proceeding to enforce or interpret this Agreement shall be entitled to recover its reasonable expenses including without limitation attorney's fees. This Agreement may be performed, and all rights under this Agreement may be enforced against Buyer, by TIGO or by any subsidiary or affiliate of TIGO.