



HIQ SOLAR WARRANTY TERMS

Products

These Warranty Terms apply to HiQ's TrueString Inverters with the following part numbers ("**Products**"):

Products:

- TrueString 480V - TS480-8k
- TrueString 208V - TS208-5k75
- Gateway - GW-A

Limited Warranty

HiQ Solar, Inc. ("**HiQ Solar**") warrants to the Registered Owner (defined below) that the Products will be free from defects in materials or workmanship for ten (10) years following the delivery date for the Product to the original purchaser ("**Delivery Date**").

HiQ Solar, Inc. warrants to the Registered Owner that other items that it sells but not specifically listed above will be free from defects in materials or workmanship for one (1) year following the delivery date for the Product to the Registered Owner.

Extended Warranty Options

The Registered Owner may extend Warranty coverage for the Products at the time of purchase up to a total of twenty five (25) years from the Delivery Date at additional cost.

Exclusive Remedy

If a Product is in breach of warranty, HiQ Solar will, at its option, (a) repair the Product, (b) replace the Product, or (c) Refund of the purchase price for such Product. The repaired or replacement Product will be warranted only for the remainder of the original warranty period applicable to the original Product. THE REMEDIES SET FORTH ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY BY HIQ SOLAR.

Advance Replacement of Products

HiQ Solar may, at its sole option, supply replacement products to customers in advance of receipt of returned defective product(s). This courtesy service is offered to customers whose accounts are in good standing. For customers without active HiQ Solar credit accounts, advance replacement product may be shipped upon receipt of a valid credit card or cash deposit equal to the cost of the replacement product. If the defective product is returned within 30 days the charges will be reversed or deposit returned.

When replacement product is supplied in advance and the defective product is not returned within 30 days, HIQ Solar reserves the right to invoice the customer for the advance replacement, and also repair or replace the defective product and return it to the customer.

For customers who are ineligible for advance replacement units or choose not to pay the required deposit, the returned defective product will, at HiQ Solar's sole election, be repaired or replaced and returned to the customer.

Conditions

The following conditions must be met in order to claim any rights under these warranties; the warranties will be void if these conditions are not met. The Registered Owner must report any warranty

claim to HiQ Solar during the applicable warranty period and no later than thirty (30) days after discovering the breach of warranty. The Registered Owner must comply with the Return Policy below. Upon HiQ Solar's request, the Registered Owner must allow HiQ Solar to inspect its installation of Products.

The Product must be installed, integrated, operated, and maintained in accordance with HiQ Solar's documentation (which is available to Registered Owners upon request). The Product label must not be removed or obscured. The Product must be operated under normal operating conditions and not subjected to improper handling, accident, abuse, misuse, servicing not authorized by HiQ Solar, extreme weather conditions (i.e., conditions outside the parameters described in the HiQ Solar documentation), unauthorized or abnormal use or operation, including beyond specified minimums and maximums and damage caused by defects of other components of the solar system or failure to observe applicable safety regulations.

Transfer of Warranty

This warranty will transfer from the then-current Registered Owner to the next Registered Owner, subject to and effective upon the next Registered Owner meeting the requirements set forth in the paragraph titled "**Conditions**" above.

Return Policy

HiQ Solar will arrange for the return of the defective Product from the United States or Canada at HiQ Solar's expense so long as such Product is packaged and returned in accordance with the Return Material Authorization (RMA) requested by the Registered Owner and issued by HiQ Solar. HiQ Solar may require that the defective Product be temporarily stored and returned at a later time. Any repaired or replaced Product shall be warranted under these Terms for the remaining period of the warranty, or 90 days from the date of return shipment, whichever is later. Replaced Products and all parts removed from returned Products shall be the property of HiQ Solar. HiQ Solar reserves the right to charge the Registered Owner for its costs if the warranty conditions have not been met.

Disclaimer

THE EXPRESS WARRANTIES IN THESE WARRANTY TERMS ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ACCURACY, SYSTEM INTEGRATION, AND QUIET ENJOYMENT. HiQ Solar is not responsible for costs related to the removal, installation or troubleshooting of the electrical system.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HIQ SOLAR'S TOTAL LIABILITY ARISING FROM THE PRODUCTS, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT PAID BY THE BUYER OF THE PRODUCTS FOR WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL HIQ SOLAR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCTS, REGARDLESS OF WHETHER HIQ SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING OUT OF DESIGN OR MANUFACTURING DEFECT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, DEFAULT, INDEMNITY OR ANY OTHER REASON OR LEGAL THEORY ARISING OUT OF THE USE OR HANDLING OF ITS PRODUCTS.

General

These Warranty Terms will be governed by the laws of the State of California, U.S.A., without giving effect to any principles that may provide for the application of the law of another jurisdiction. Each party irrevocably submits to the jurisdiction and venue of any federal court in the Northern District of California and any state court in Santa Clara County, California. [Any dispute under these Warranty Terms will be subject to final, binding arbitration administered by JAMS in San Jose, California in accordance with its then existing Comprehensive Arbitration Rules & Procedures.]

HiQ Solar Warranty Terms, 12th June, 2017