



AlsoEnergy Hardware Warranty and Parts Replacement Programs for North America

All hardware offered by Also Energy, Inc (“AlsoEnergy”) is selected for the highest demonstrated field reliability. We do, however, recognize that occasionally parts may fail. As a result, AlsoEnergy offers programs that address hardware failures to ensure that the needs of our customers are met. Terms and Conditions related to those programs are located at <http://alsoenergy.com/wp/terms>. Please note that these programs are applicable for North America only. Please contact your local AlsoEnergy representatives for offerings outside North America.

1. **Standard RMA Program**- Included at no cost or obligation to our customers and covers all parts

Process:

- i. A customer technician works directly with AlsoEnergy Support to identify suspect part(s)
- ii. AlsoEnergy Support emails a Return Material Authorization (RMA) number and pre-paid 2-day RMA shipping label to the customer technician for the suspect part(s)
- iii. Customer technician ships the suspect part(s) to AlsoEnergy utilizing the 2-day RMA shipping label provided
- iv. Upon Receipt, AlsoEnergy tests the suspect part(s) then provides an estimate to replace the suspect part(s) based on warranty evaluation within 2 business days of receipt
 1. If the returned suspect part(s) are eligible for warranty coverage, AlsoEnergy will ship configured replacement part(s) within five (5) business days of receipt at no charge the customer
 2. If the returned suspect part(s) are not eligible for warranty coverage:
 - a. The customer will be required to place a PO for replacement parts
 - b. After PO receipt, AlsoEnergy will ship the configured replacement part(s) within five (5) business days of receipt of PO
 - c. AlsoEnergy will invoice customer upon shipment for replacement parts
- v. Under the Standard Program, RMA parts must be returned within 14 business days of the issuance of the RMA number to be eligible for warranty replacement

2. **Advance Exchange RMA Program**- This program has a faster turnaround than the Standard RMA process. It excludes Special Order and other part(s) as listed in “Other Points,” below

Process:

- i. The “Advance Exchange Agreement” is signed by an authorized signatory personnel with agreed pricing, shipping and other commercial terms and approved personnel representatives, and applies on a site or company level
 1. Customer agrees that these “approved personnel” (technicians or subcontractors) are authorized to request configured part(s) be delivered to site at the agreed price and next business day a.m. delivery by placing an email request with AlsoEnergy
- ii. An authorized customer technician works with AlsoEnergy Support to identify suspect part(s)
- iii. The authorized customer technician requests replacement part(s) via email at support@alsoenergy.com
- iv. AlsoEnergy Support issues a Return Material Authorization (RMA) number
 1. Subject to the replacement part(s) being in stock, and authorization by the customer technician is given before noon MT, AlsoEnergy will ship the configured replacement part(s) the same business day with a.m. delivery next business day and an RMA shipping label
- v. Upon receipt of replacement part(s), customer technician installs replacement part(s) and returns the suspect part(s) within fourteen (14) business days to AlsoEnergy using the RMA shipping label provided
- vi. Upon receipt of suspect part(s), AlsoEnergy
 1. AlsoEnergy diagnoses the failure
 2. AlsoEnergy will invoice the customer for replacement the suspect part(s) if the cause of failure is not covered by the AlsoEnergy Warranty, or in the event that the suspect part(s) are not returned within the 14 days period

3. **Spare Part(s) Kit** - For the fastest and most complete on-site break / fix coverage, a customer may order a Spare Part(s) Kit with agreed pricing and other commercial terms

Process:

- i. A customer purchases a Spare Part(s) Kit consisting of new part(s) jointly identified and priced at standard prices
- ii. The Spare Part(s) Kit ship date is negotiated with the customer
- iii. The Spare Part(s) Kit is invoiced upon shipment
- iv. The customer technician calls AlsoEnergy Support to diagnose problems and using the Spare Part(s) Kit inventory, resolve issues
- v. AlsoEnergy Support emails a Return Material Authorization (RMA) number and pre-paid 2-day RMA shipping label for the suspect part(s) to the customer technician
- vi. Customer technician ships the suspect part(s) to AlsoEnergy utilizing the RMA shipping label provided
- vii. Upon receipt, AlsoEnergy tests the suspect part(s) then provides an estimate to replace suspect part(s) based on Warranty evaluation within 2 business days of receipt
 1. If the returned suspect part(s) are eligible for warranty coverage, AlsoEnergy ships configured replacement part(s) within five (5) business days of receipt at no charge to customer
 2. If the returned suspect part(s) are not eligible for warranty coverage:
 - a. The customer places a PO to replace the suspect part(s)
 - b. After PO receipt, AlsoEnergy ships configured replacement part(s) within five (5) business days of receipt of PO
 - c. AlsoEnergy invoices customer

Other Points

1. Parts ending in -SPCL and parts whose descriptions include *Long Lead Time, and *Not Returnable are not normally stocked and may only be serviced via the Standard RMA process, or Spare Parts Kit.
2. Removal, shipment to AlsoEnergy, shipping insurance and loss or damage of the product or part(s) to be exchanged, as well as the installation and configuration of the replacement product or part(s) is the responsibility of the customer
3. No part(s) can be returned without a valid Return Material Authorization (RMA) number

- a. Failure to obtain an RMA will result in the customer bearing all costs associated with the shipping and handling of the returned part(s)
 - b. The product or part(s) being exchanged must be returned to an AlsoEnergy specified receiving location with the RMA number clearly indicated on the outside of the shipping package, or included in the "Attention to" portion of the address or customer will bear all costs associated with the shipping and handling of the returned part(s)
4. AlsoEnergy shall not be responsible for any handling fees, import duties or tariffs, or delays as a result of customs
 5. Warranty Coverage
 - a. Once part(s) have been received by AlsoEnergy, the part(s) will be tested, and warranty coverage assessed
 - b. The Worldwide End-User Hardware Limited Warranty describes exclusions and limitations to the standard Warranty period
 - c. Replacements will be issued pursuant to warranty eligibility
 - d. Warranty will be void on part(s) listed on overdue invoices
 6. AlsoEnergy reserves the right to choose, at its sole discretion, to exchange the whole unit or failing part(s) with new or refurbished, equivalent or better part(s) and may at its discretion, supply units that are aesthetically different
 7. AlsoEnergy assumes responsibility for loss or damage of replacement part(s) occurring during shipment to customer,
 8. AlsoEnergy reserves the right, at its sole discretion, to issue a credit for the purchase price instead of replacing the part(s)
 9. For purposes of this limited Warranty, "refurbished" means part(s) that have been returned to their original specifications
 10. All returned part(s) become the property of AlsoEnergy

Worldwide End-User Hardware Limited Warranty

End User Warranty Periods

Also Energy offers a 5 year warranty unless otherwise noted in the product descriptions. The following general exclusion apply:

- Sensor Calibration e.g. Pyranometers
- Third-Party and Special-Order, hardware and/or software, when provided by Also Energy, e.g. items including the words SPECIAL ORDER and/or item numbers ending in -SPCL".

Hardware Product Warranty Start Date

The warranty term (duration) begins on the date of shipment from AlsoEnergy or an authorized AlsoEnergy VAR/VAD.

Hardware - Repaired Warranty

AlsoEnergy warrants that the product is free from manufacturing defects the longer of thirty days or the balance of the original warranty.

Hardware Exclusions and Limitations

For the time periods set forth with the specific Product, AlsoEnergy warrants to the original End User that the Product (excluding expendable parts and covers) you have purchased from AlsoEnergy or an AlsoEnergy authorized reseller is free from defects in material and workmanship under normal use.

THIS LIMITED WARRANTY DOES NOT APPLY TO ANY PRODUCTS OR PARTS FROM WHICH THE SERIAL NUMBER HAS BEEN REMOVED OR ALTERED OR THAT HAVE BEEN DAMAGED OR RENDERED DEFECTIVE:

- (i) AS A RESULT OF WATER DAMAGE, LIGHTNING, ELECTRICAL OVER VOLTAGE, ACCIDENT, MISUSE OR ABUSE;
- (ii) BY THE USE OF PARTS NOT APPROVED, MANUFACTURED OR SOLD BY ALSO ENERGY OR NOT CONFORMING TO ALSO ENERGY SPECIFICATIONS;
- (iii) BY MODIFICATION WITHOUT THE WRITTEN PERMISSION OF ALSO ENERGY;
- (iv) AS A RESULT OF INSTALLATION OR SERVICE BY ANYONE OTHER THAN ALSO ENERGY, AN AUTHORIZED ALSO ENERGY SERVICE CENTER, OR AN ALSO ENERGY SERVICE PROVIDER CERTIFIED TO PERFORM SUCH WORK;
- (v) AS A RESULT OF FAILURES DUE TO A PRODUCT FOR WHICH ALSO ENERGY IS NOT RESPONSIBLE;
- (vi) AS A RESULT OF USE IN AN ENVIRONMENT FOR WHICH THE PRODUCT WAS NOT DESIGNED;
- (vii) AS A RESULT OF SENSOR DEGRADATION OR CALIBRATION DRIFT.

When Also Energy releases a critical update to a hardware or firmware component to the product, in-warranty or uplifted support will only be provided for six months on the previous version. After the six-month period, support will be provided on a time and material basis.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED HEREIN, ALSOENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY'S PATENT(S), TRADE SECRET(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S). IN THE EVENT THE PRODUCT, PART OR REPAIR IS NOT FREE FROM DEFECTS AS WARRANTED ABOVE, END-USER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AT ALSOENERGY DISCRETION AS PROVIDED ABOVE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALSOENERGY OR ALSOENERGY AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

ALSOENERGY DOES NOT WARRANT THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY YOU.

ALSOENERGY PRODUCTS ARE MANUFACTURED USING NEW MATERIALS OR NEW AND REFURBISHED MATERIALS EQUIVALENT TO NEW IN PERFORMANCE AND RELIABILITY.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ALSOENERGY OR ALSOENERGY SUPPLIERS BE LIABLE TO END-USER, FOR ANY INJURIES, DAMAGE TO OR REPLACEMENT OF PRODUCT OR PROPERTY, COSTS FOR RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA USED WITH THE PRODUCT, OR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR LOSS OF PROFITS WHATSOEVER, EVEN IF ALSO ENERGY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL ALSO ENERGY TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

ALL ALSOENERGY PRODUCTS ARE COVERED BY A WORLDWIDE LIMITED WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

General Terms

AlsoEnergy shall use commercially reasonable efforts to respond to a specific response time. However, the times specified are targets and not a guarantee. Neither AlsoEnergy nor the service provider is responsible for failure to fulfill its obligations pursuant to these Terms and Conditions due to acts of God, labor disputes, shortages of parts or materials or any other causes similar or dissimilar, beyond its reasonable control. These Terms and Conditions and the Expanded Warranty Coverage and Service Options together constitute the complete and exclusive agreement regarding the warranty and service terms and conditions of AlsoEnergy branded product. These Terms and Conditions supersede any prior agreements or representations-including representations made in AlsoEnergy sales literature or advice given to customer by AlsoEnergy, an AlsoEnergy authorized reseller, or an agent or employee thereof-that may have been made in connection with customer's purchase of the Product. No change to the conditions of these Terms and Conditions is valid unless it is made in writing and signed by an authorized representative of AlsoEnergy. AlsoEnergy may in its sole discretion modify the Terms and Conditions at any time and from time to time. If any provision of these Terms and Conditions is held invalid by any law or regulation of any government or by any court, such invalidity will not affect the enforceability of other provisions in these Terms and Conditions. These Terms and Conditions will be governed by the laws of the State of Colorado. Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions will be commenced in a federal or state court in Boulder County, Colorado, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

In the event of a defect, these are your exclusive remedies.