



The warranty information included in this document applies to products sold to end-users by Also Energy Inc. (AE) or one of its authorized partners. For post-warranty service/support options, please contact your AE Authorized Reseller or local AE Representative, or email support@AlsoEnergy.com.

End User Warranty Periods

| Product | Warranty |
|---|---|
| AE Hardware excluding Pyranometers and Reference Cells | Standard 5-Year Advance Exchange Hardware Support, Customer Satisfaction, extendable in 5-year increments. |
| Monitoring Services | Term of Service Contract, Phone Support, Customer Satisfaction |
| Third Party and Special Order Hardware (* Hardware) or Software when provided by AE | Unless specified above, all third party hardware and software is provided AS IS. However the non AE supplier or publisher may provide their own warranty. |

Worldwide End-User Limited Warranty Claim Process

Phone Support and Limited Warranty Claim Process

This service includes telephone access to a technical support representative Monday – Friday from 8:30 AM to 9 PM Eastern (5:30 AM to 6 PM Pacific) excluding standard US Holidays. If work is scheduled for a Federal Holiday or weekend, please contact AE support to confirm availability. You can obtain support or file a warranty claim by contacting the AE Customer Support Center that will:

1. Ask your Name and installation address
2. Ask the Model, part number and Serial number
3. Ask the Reason for the description of failure
4. Diagnose the problem
5. Support the customer with one of the authorized programs

Advance Exchange Hardware Support

The target ship date of Advance Exchange Products or Parts is five (5) business days after receipt of the call. All replacement components are shipped to the customer. AE is available during the hours listed for telephone support to assist with the installation of replacement components if needed.

AE will send tracking information and invoice the customer after the Advance Exchange Products or Parts ship. Once the defective Product or Part is received by AE, the invoice will be cancelled. If the customer chooses not to be invoiced, then the replacement product cannot be sent until defective product has been received by AE. In the event the defective Product or Part is not received by AE within fourteen (14) business days after the customer has received a replacement Product or Part, AE will convert the invoice to a charge. The customer is responsible for the full retail value of the missing Product or Part. Additionally, the warranty will be void on the Product or Part that AE shipped out as part of the Advance Exchange Program AND the Product or Part that was not returned. The defective Product or Part must be returned to a AE specified receiving location with the RMA number clearly indicated on the outside of the shipping package. No product can be returned without a valid Return Material Authorization (RMA) Number. Failure to obtain a RMA will result in the customer bearing all costs associated with the shipping and handling of the returned product. Replacement Products or Parts shall be furnished on an exchange basis and may be either new or reconditioned as new. Removal, shipment to AE, shipping insurance and loss or damage of the failed Product or Part, as well as the installation and configuration of the replacement Product or Part is the responsibility of the End User. The customer may choose an on-site field call at the then-current price for removal and installation of the replacement Product or Part. Products and Parts shipped to the End User by AE shall be freight prepaid by AE. Responsibility for loss or damage shall be on AE. AE shall not be responsible for any handling fees, import duties or tariffs, or delays as a result of customs.

Customer Satisfaction

If a customer unit fails within the first 90 day after installation, a AE Technical Services Representative, after discussing the nature of the problem and if the problem cannot be resolved, will assign a Return Material Authorization (RMA) number and replace the unit with a new unit. The target ship date of the Customer Satisfaction Product is five (5) business days after receipt of the call.

Worldwide End User Hardware Limited Warranty

Hardware Product Warranty Start Date

The warranty term (duration) begins on the date of purchase from AE or an authorized AE VAR/VAD as evidenced by a copy of the seller's invoice.

Hardware - Repaired Warranty

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

Hardware Exclusions and Limitations

For the time periods set forth with the specific Product, AE warrants to the original End User that the Product (excluding expendable parts and covers) you have purchased from AE or a AE 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 AE OR NOT CONFORMING TO AE SPECIFICATIONS;
- (iii) BY MODIFICATION WITHOUT THE WRITTEN PERMISSION OF AE;
- (iv) AS A RESULT OF INSTALLATION OR SERVICE BY ANYONE OTHER THAN AE, AN AUTHORIZED AE SERVICE CENTER, OR AN AE SERVICE PROVIDER CERTIFIED TO PERFORM SUCH WORK;
- (v) AS A RESULT OF FAILURES DUE TO A PRODUCT FOR WHICH AE 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 AE 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, AE 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 AE DISCRETION AS PROVIDED ABOVE.

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

AE 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.

AE PRODUCTS ARE MANUFACTURED USING NEW MATERIALS OR NEW AND USED MATERIALS EQUIVALENT TO NEW IN PERFORMANCE AND RELIABILITY.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL AE OR AE 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 AE 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 AE 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 AE 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.

AE shall not be responsible for any handling fees, delays as a result of customs, import duties or tariffs.

All returned parts or Products become the property of AE. AE Reserves the right to choose, at its sole discretion, to exchange the whole unit or failing part with new or refurbished parts and may at its discretion supply units that are aesthetically different. AE reserves the right, at its sole discretion, to refund the purchase price instead of replacing the Product. For purposes of this limited Warranty, "refurbished" means a product or part that has been returned to its original specifications.

General Terms

AE shall use commercially reasonable efforts to respond to a specific response time. However, the times specified are targets and not a guarantee. Neither AE 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 AE branded Product. These Terms and Conditions supersede any prior agreements or representations-including representations made in AE sales literature or advice given to Customer by AE, a AE 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 AE. AE 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.