

## CP-100 GATEWAY LIMITED WARRANTY

Chilicon Power LLC ("Chilicon") has developed a highly reliable Gateway Monitoring device that is designed to withstand normal operating conditions when used for originally intended purposes in compliance with the Chilicon User Manuals available from [www.chiliconpower.com](http://www.chiliconpower.com). The Chilicon limited warranty ("Limited Warranty") covers defects in workmanship and materials of each Chilicon CP-100 Gateway ("Defective Product") for a period of 36 months from the date of original purchase of at point of sale to the originally-installed end user location (the "Warranty Period"). The warranty program does not cover microSD cards shipped inside the gateway. If the microSD card fails, these devices can be inexpensively replaced by the end user and the Chilicon Cloud and Gateway have been designed such that the gateway filesystem is automatically rebuilt on the newly placed microSD card using an ethernet connection.

During the Warranty Period, Chilicon will, at its option, repair or replace the Defective Product free of charge, provided that Chilicon through inspection establishes the existence of a defect that is covered by the Limited Warranty. Chilicon will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product. Chilicon reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If Chilicon repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Chilicon's return shipment of the repaired or replacement product, whichever is later.

The Limited Warranty covers both parts and labor necessary to repair the Defective Product, but does not include labor costs related to un-installing the Defective Product or re-installing the repaired or replacement product. For the first year of system ownership, the Limited Warranty also covers the cost of shipping repaired or replacement product from Chilicon, via a non-expedited freight carrier selected by Chilicon, to locations within the United States (including Alaska and Hawaii) and Canada, but not to other locations outside the United States or Canada. The cost of returning the removed product shall be borne by the end customer. The Limited Warranty does not cover, and Chilicon will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier.

To obtain repair or replacement service under this Limited Warranty, the customer must comply with the following policy and procedure.

All Defective Product must be returned with a Return Merchandise Authorization Number (RMA) which customer must request from Chilicon. Before requesting the RMA, however, the customer should contact a Chilicon technical support ([support@chiliconpower.com](mailto:support@chiliconpower.com)) representative to evaluate and troubleshoot the problem while the Chilicon CP-100 Gateway is in the field, since many problems can be solved in the field.

If in-field troubleshooting does not solve the problem, Customer may request the RMA number, which request must include the following information:

1. Proof-of-purchase of the Defective Product in the form of
  - a. the dated purchase receipt from the original purchase of the product at point of sale to the end user, or
  - b. the dated dealer invoice or purchase receipt showing original equipment manufacturer (OEM) status, or
  - c. the dated invoice or purchase receipt showing the product exchanged under warranty.
2. Model number of the Defective Product
3. Serial number of the Defective Product
4. Detailed description of the defect
5. Shipping address for return of the repaired or replacement product

All Defective Product authorized for return must be returned in the original shipping container or other packaging that is equally protective of the product. The shipping cost to get the RMA product to the Chilicon service location is not covered as part of the Limited Warranty. The returned Defective Product must not have been disassembled or modified without the prior written authorization of Chilicon. Chilicon CP-100 Gateways are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Chilicon will not be responsible for, any defect in or damage to any Chilicon CP-100 Gateway: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Chilicon User Manual or applicable laws or regulations; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Chilicon CP-100 Gateway specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to incidental or consequential damage caused by defects of other components of the solar system; or (5) if the original identification markings (including trademark or serial number) of such CP-100 have been defaced, altered, or removed. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the customer's electrical systems. The Limited Warranty does not extend beyond the original cost of the Chilicon CP-100 Gateway.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CHILICON AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL CHILICON BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

To the extent any implied warranties are required under applicable law to apply to the Chilicon CP-100 Gateway, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some states and provinces do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the customer specific legal rights, and the customer may have other rights that may vary from state to state or province to province.