



Limited Warranty

T701 Pika Wind Turbine
X3001 Pika Grid-Tie Hybrid Inverter
S2001 Pika Hybrid PV Link™
B801 Pika Battery Charge Controller

1. What Does this Limited Warranty Cover?

This Warranty applies to the Pika Energy T701 Wind Turbine, X3001 Inverter, S2001 Hybrid PV Link™ and B801 Charge Controller (the “Products”). Pika Energy warrants that, during the applicable Warranty Period (defined below), the Products will be free from material defects in design, workmanship and materials, provided that Products are used in the normal course for the purpose for which they are intended (the “Limited Warranty”).

2. How Long Does this Limited Warranty Last?

The “Warranty Period” for the Products is sixty (60) months. The Limited Warranty commences on the earlier of either a) the date of Product installation or b) three [3] months after Pika Energy ships the Product.

3. To Whom Does This Limited Warranty Apply?

This Limited Warranty applies to the buyer of Pika Energy Products who has purchased from an authorized seller (“Buyer”). All warranties, including the Limited Warranty, are void with respect to any Pika Energy Product purchased from an unauthorized seller. The Limited Warranty may be transferred from Buyer to any bona fide assignee or subsequent purchaser from Buyer, and will remain in effect for the time period remaining under the warranty, provided that the Products are not transferred outside its original country of installation. Any re-installation must be done in accordance with the Pika Energy Installation and Operating Manuals.

4. What Remedies Does Pika Energy Provide?

In the event that the Product does not conform to the Limited Warranty during the Warranty Period, Pika Energy will, as its sole and exclusive obligation and your sole and exclusive remedy:

- (i) repair or replace, in Pika Energy’s sole discretion, defective components or assemblies; and

- (ii) pay two-way standard shipping charges for defective components or assemblies via freight carrier and method selected by Pika Energy, provided that the shipping origination and destination sites are located within the contiguous United States.

This Limited Warranty does not cover any other costs, including costs related to Buyer's employees and contractors for repair or replacement activities.

If Pika Energy elects to repair or replace any defective Product, Pika Energy will, at its option, use new and/or reconditioned parts in repairing or replacing the defective Product. Pika Energy reserves the right to use parts or products of original or improved design in the repair or replacement of defective Products. If Pika Energy repairs or replaces a defective Product, the Limited Warranty will continue with respect to the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of Pika Energy's return shipment of the repaired or replacement product, whichever is later.

5. What is Excluded from this Limited Warranty?

The Limited Warranty does not cover, and Pika Energy will not be responsible for, any of the following:

- Shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier;
- Towers and equipment, materials or supplies not manufactured or supplied by Pika Energy, such as cables, fuses, wires and connectors. Some components may carry their own manufacturer warranty;
- Pika Energy equipment that has been installed or operated not in strict conformance with the Pika Energy Installation and Operating Manuals, including not ensuring sufficient ventilation for the Product;
- Pika Energy equipment that has been installed in combination with equipment, items or materials not permitted by the Pika Energy Installation and Operating Manuals or in violation of local codes and standards;
- Pika Energy online performance monitoring dashboard;
- Pika Energy equipment that has been modified without prior factory approval;
- Repairs or shipments performed prior to obtaining Pika Energy Return Material Authorization ("RMA").
- Damage resulting from use of equipment not supplied by Pika Energy;
- Damage or loss of function sustained during periods when wind speed exceeds 60 m/s (135 mph);
- Damage caused by failure of anchors or foundations because Pika Energy has no control over local soil conditions;
- Damage due to abuse, misuse or negligence of the installer or end user;
- Force majeure (including overvoltage, lightning, storm, fire, action of third parties), or other events beyond Pika Energy's reasonable control or not arising from normal operating conditions

- Damages due to improper installation, including but not limited to lack of proper grounding; or
- Incidental or consequential damages.

This Limited Warranty does not cover superficial or cosmetic defects, including marks, scratches, or dents, which do not influence the proper functioning of the Product.

6. How Does State Law Apply?

This Limited Warranty gives you specific legal rights. You may have additional rights that vary from state to state.

7. How Does a Customer Obtain Warranty Service?

To obtain repair or replacement service, credit or refund (as applicable) under this Limited Warranty, the customer must comply with the Return Merchandise Authorization Number (RMA) policy and procedure, as outlined in the User Manual. To obtain warranty service, contact Pika Energy. Send email to service@pika-energy.com or call 207-887-9105. Additional instructions on the RMA process are set forth in the Pika Energy Installation and Operating Manuals.

8. Disclaimer and Limitation of Warranties and Liability.

THE LIMITED WARRANTY IS PIKA ENERGY'S SOLE AND EXCLUSIVE WARRANTY AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, PIKA ENERGY MAKES NO WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE PRODUCTS, AND THE DESIGN OR CONDITION OF ANY PRODUCT. TO THE FULLEST EXTENT PERMITTED BY LAW, PIKA ENERGY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY STATUTORY WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. PIKA ENERGY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATIONS OR LIABILITIES IN CONNECTION THE PRODUCTS.

Because performance varies by season and location, Pika Energy does not guarantee a specific level of productivity. Pika Energy does not warrant or represent that the Product does not infringe any intellectual property rights of third parties. No employee, agent, dealer, or other person is authorized to offer warranties on behalf of Pika Energy. Pika Energy reserves the right to make design changes, improvements and additions to its products without obligation to install such in products previously manufactured.