



10 YEAR LIMITED WARRANTY  
OES2™

**LIMITED WARRANTY COVERAGE**

The OES2 Product (the “OES Product”) as supplied and distributed by Ojai Energy Systems, Inc., a California corporation (“OES”) and delivered new, in the original shipping carton to the original end-user purchaser (“you” or “purchaser”) if installed in a fixed location (the “Original Use Location”) is warranted (the “Limited Warranty”) by OES against manufacturing defects in materials and workmanship for a period of ten (10) years (the “Limited Warranty Period”).

The term of this Limited Warranty (i) begins on the original date of purchase of the OES Product as indicated on the Limited Warranty Registration Card submitted to OES and (ii) continues through the Limited Warranty Period. This Limited Warranty applies only to the original end-use purchaser of the OES Product and is transferable only if the OES Product remains installed in the Original Use Location. OES does not warrant or guarantee workmanship performed by any person or firm installing the OES Product and the Limited Warranty is nullified if any of the installation instructions in the OES Manual, including but not limited to wiring, are not adhered to. This Limited Warranty does not cover the cost of installation, removal, shipping or reinstallation.

This Limited Warranty applies only to an OES Product (a) purchased from OES or an authorized OES distributor, dealer or reseller and (b) installed within the fifty (50) United States and the District of Columbia (unless you enter into a separate written agreement with OES). In the event you rent or lease the OES Product, no end-user purchase takes place; therefore, this Limited Warranty does not apply and you must contact your rental or leasing company to determine whether warranty coverage is applicable.

The liability of OES under this Limited Warranty shall be limited to the repair or replacement of the OES Product, at OES’s sole discretion. If the OES Product is found to be defective as a result of any manufacturing defect in materials and workmanship during the Limited Warranty Period, OES will, at its sole option either (i) repair the OES Product or (ii) replace the OES Product. If an OES Product is replaced, that OES Product will become the property of OES and must be returned to OES free of any third-party ownership claims. The warranty period of any repaired OES Product or its replacement is twelve (12) months from the date of shipment from OES, or the remaining term of the Limited Warranty Period, whichever is greater.



## **OBTAINING WARRANTY SERVICE**

In order to activate this Limited Warranty, the attached Limited Warranty Registration Card must be completed and forwarded to OES pursuant to the instructions set forth in the Limited Warranty Registration Card. This Limited Warranty applies only to the OES Product that is (i) registered on the Limited Warranty Registration Card attached to this Limited Warranty and (ii) installed in the Original Use location which shall be described by inserting the address of the Original Use Location in the space "Address of Installation" provided in the Limited Warranty Registration Card.

To request warranty service, you must contact OES in writing within the Limited Warranty Period. Either OES or its authorized representative will attempt to troubleshoot the OES Product at the Original Use Location in order to determine whether the OES Product is defective. If OES determines that warranty service is required, OES will issue a Return Material Authorization ("RMA") number. A request by you for an RMA number requires that you provide in writing to OES all of the following information:

- Proof of date and place of purchase in the form of a copy of the purchase invoice for the original OES Product;
- The OES Product model number and serial number;
- Description of the problem; and
- Shipping address for the repaired or replaced equipment.

After receiving the RMA number, you must pack the OES Product authorized for return, along with the information described above, in the original OES Product shipping container or packaging providing equivalent protection and mark the outside clearly with the RMA number. You must prepay all shipping charges covering shipment to the location designated by OES, and you must insure the shipment, or accept the risk of loss or damage during shipment. OES is not responsible for shipping damage caused by an improperly packaged OES Product, the repairs this damage might require, or the cost of these repairs.

If, upon receipt of the OES Product, OES determines the OES Product is defective and that the defect is covered under the terms of this Limited Warranty, OES will then and only then ship a replacement OES Product to you (subject to receipt of pro-rated payment, where applicable), freight prepaid, non-expedited, using a carrier of OES for shipment.



## **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty does not apply to the OES Product or any OES Product part (i) if the OES Product has logged in excess of 2500 cycles or (ii) if the OES Product or any OES Product part has been modified or damaged by the following:

- Installation or Removal;
- Alteration or Disassembly;
- Normal Wear and Tear;
- Accident or Abuse;
- Corrosion;
- Repair or service provided by an unauthorized repair facility;
- Lightning
- Operation contrary to manufacturer product instructions;
- Fire, Flood or Acts of God;
- Excessive heat or cold conditions;
- Water damage;
- Shipping or Transportation;
- Incidental or consequential damage caused by other components of the power system;
- Any product whose serial number has been altered, defaced or removed; or
- Operation in a non-intended use, or a use which exceeds the recommended or permitted limits or loads of the OES Product.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE OES PRODUCT. OES EXPRESSLY DISCLAIM ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF THE OES PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY AFTER THE LIMITED WARRANTY PERIOD.

OES ALSO EXPRESSLY LIMIT ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACEMENT IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY, AND EXCLUDE ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR THE OES PRODUCT NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, EVEN IF OES HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.



If there is any inconsistency between this Limited Warranty and any other agreement or statement included with or relating to the OES Product or services, this Limited Warranty shall govern. If any provision of this Limited Warranty is found invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable and the remainder of this Limited Warranty shall remain valid and enforceable according with its terms.

**CONSUMER PROTECTION AND OTHER LAWS MAY APPLY:**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Some states may provide for additional warranty rights and remedies, and the provisions contained in this Limited Warranty are not intended to limit, modify, take away from, disclaim or exclude any mandatory warranty requirements provided by states, including certain implied warranties. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Your acceptance and use of the OES Product constitutes acceptance of the terms, conditions and limitations of this Limited Warranty. The terms, conditions and limitations of this Limited Warranty will supersede any other agreement or document relating to the subject matter hereof, including, but not limited to, the terms and conditions that are part of a purchase order covering the OES Product or other document sent to OES by you relating to the OES Product.

**CONTACTING OES**

To obtain warranty service, please contact OES as follows;

Ojai Energy Systems, Inc.  
407 E Bryant Circle  
Ojai, California, 9302  
[www.ojaienergysystems.com](http://www.ojaienergysystems.com)  
805-640-6700