



## **Warranty**

For purposes of this document:

A “Product” includes any of the following: Motor, Motor Controller, Supervisor, Adapter, and/or Electrification Component (i.e., inverter, converter, pump, fan, battery).

A “Customer” is the party that purchased the Product directly from Turntide or from one of its authorized resellers.

### **Standard Warranty**

Except as stated herein, Turntide warrants to Customer that the Product purchased from Turntide or its authorized reseller shall be free from defects in material and manufacturing workmanship under normal use during the one (1) year period commencing upon the earlier of the date of activation or six (6) months from date of shipment by Turntide from a Turntide warehouse. The date of shipping can be determined by Customer’s authorized reseller or by contacting Turntide. Proof of purchase is required.

### **Optional Extended Warranty**

Certain Turntide Products may come with the option to purchase an Optional Extended Warranty (the Standard Warranty and Optional Extended Warranty being individually and collectively referred to herein as the “Warranty”). If offered, such Optional Extended Warranty may only be purchased at the time of the original Product sale and shall have the same terms and conditions as the Standard Warranty. If Customer wishes to purchase any Optional Extended Warranties, Customer must purchase an Optional Extended Warranty for each Product of the same type on the applicable purchase order and each of those Optional Extended Warranties must be for the same duration of time. If Customer wishes to purchase some Products with an Optional Extended Warranty and some Products without an Optional Extended Warranty and/or wishes for the Optional Extended Warranties to last for varying durations of time, multiple purchase orders will be required from Customer. Payment for such Optional Extended Warranty shall be made in full at the time of purchase, and the Optional Extended Warranty shall not be in effect until such payment is received by Turntide. Additionally, the Optional Extended Warranty cannot be refunded or returned after purchase. The Optional Extended Warranty shall run for the number of years purchased, beginning at the end of the Standard Warranty, and the “Warranty Period” shall be the Standard Warranty period plus the Optional Extended Warranty period, if applicable. The total Warranty Period shall not exceed a total of five (5) years (including both the Standard Warranty period and Optional Extended Warranty period).

### **Other Conditions**

This Warranty applies only to Products that are: (i) installed in compliance with applicable local and state law, (ii) installed properly by personnel qualified in the relevant industry to install such Products, (iii) installed in accordance with Turntide's installation and operation instructions (and for Motors/Motor Controllers also installed using the Turntide Technician app for startup and commissioning procedures), (iv) installed in compliance with good trade practices, and (v) operated and maintained per manufacturer's recommendations.

This Warranty does NOT include labor costs or any other costs incurred: (i) for service, access, maintenance, repair, removing, replacing, or installing (including de-installing and/or re-installing) the Products, (ii) for complying with local building and electric codes, (iii) for shipping and handling, or (iv) for disposal charges, if Turntide suggests disposal. For items that are designed to be maintained or replaced by the Customer, the Customer is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting, or dismantling the equipment for maintenance purposes.

This Warranty does not apply to Products with serial numbers where such serial numbers have been altered, defaced, or removed. Any hardware, equipment, software, firmware, or products sold by Turntide but not manufactured by Turntide. ("Other Products") are provided on an "as is" basis. However, the Other Products may include warranties by other manufacturers, suppliers, or publishers, which Turntide shall assign or pass through to the Customer, without recourse to Turntide, to the extent allowable by the other manufacturers, suppliers, or publishers.

This Warranty extends only to Products purchased from Turntide or its authorized reseller and does not extend to normal wear and tear or to any Product that has been damaged or rendered defective as a result of: (a) modifications, repairs, alterations, adjustments or adaptations by any person other than Turntide or its authorized representative; (b) unreasonable or improper installation, use or storage, use beyond rated conditions, operation other than per Turntide's or the manufacturer's instructions, or being otherwise subjected to improper maintenance, handling or negligence; (c) abuse, neglect, vandalism, accidents, causes outside of Turntide's control, or acts of nature, including but not limited to, lightning; (d) improper voltage, improper current or current source, power surge, excessive load, improper wiring or operation, lack of protection against power surges, attaching uncertified equipment/sensors, or use that damages the thermal characteristics; (e) for batteries, operation outside of the duty cycle or specifications; or (f) any use of the Product after Customer has, or should have, knowledge of any defect in the Product.

In the event that the Turntide Product purchased is a battery, the following must be observed at all times or this Warranty shall be voided: (1) the system minimum cell voltage does not fall below the minimum voltage specified in the battery instruction manual ("over discharged state") and (2) the parameters voltage, current, temperature and humidity are performed within the limits of the Data Sheet both for storage and for operation. This Warranty does not cover battery capacity retention unless the battery's lack thereof is due to a defect in material or workmanship inherent in the Product on the date of delivery.

During the Warranty Period, and at Turntide's sole option, Turntide will repair or replace defective parts of the Product or issue a credit for the original purchase price of the Product. Repaired or replaced Product will be warranted hereunder for the remaining portion of the purchased Warranty Period. All

Product returns will become the property of Turntide. Any claim under this Warranty must be made in writing to Turntide within thirty (30) days after discovery of the claimed defect, unless discovered directly by Turntide. Any claim under this Warranty must include a description of the problem encountered and any pertinent information that will assist Turntide in the replication or resolution of the problem.

If the Product has a serial number, the Warranty is associated with that specific Product serial number regardless of ownership of that Product. The Warranty is not transferable to any other serial number, except to a repaired or replaced Product in the event of a Warranty Return per the terms detailed in the paragraph above as well as the Returns and Credits sections.

If the Product should fail within its Warranty Period, Customer should contact its authorized Turntide reseller or Turntide Technical Services at 1-877-776-8470 or support@turntide.com

TURNTIDE MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

### **Returns**

Turntide has established two classes of allowable returns (“Allowed Returns”): Shipping Error Returns and Warranty Returns.

A “Shipping Error Return” is one where the Customer seeks to return Product to Turntide because Turntide made an error in shipping the Product to the Customer.

A “Warranty Return” is one where the Customer seeks to return Product to Turntide pursuant to the Warranty stated above.

### **Return Material Authorization**

Return Material Authorization (“RMA”) is the authorization given by Turntide for a Customer to return a Product for consideration as an Allowed Return. RMAs are identified by a Turntide-assigned number (“RMA number”). Product returns will only be accepted if an RMA number has been provided by Turntide, received by Customer and is included with the returned Product. Customer has no right to return the Products to Turntide without an RMA number, and as such, Products returned without a proper RMA number will be returned to Customer by Turntide at the Customer’s expense.

To request an RMA number, Customer should contact its authorized Turntide reseller or Turntide Technical Services at 1-877-776-8470 or support@turntide.com Turntide will evaluate the information provided by the requesting Customer and, if Turntide agrees that the Product should be returned for Turntide to determine if it qualifies for Warranty service or a credit, the Customer will be issued an RMA number. Issuance of the RMA number means only that the Product has been accepted by Turntide for evaluation, not that any credit will be issued, or repair or replacement performed. Once received, the Product will be evaluated by Turntide to determine if the Product qualifies for credit, repair or replacement. If Turntide’s evaluation of an Allowed Return confirms that warranty service is required, Turntide will, at its sole option, repair or replace defective parts of the Product, or issue a credit for the

original purchase price of the Product. Warranty Returns for which Turntide's evaluation does not identify a warranted defect will be scrapped or returned at the request and cost of the Customer. If Turntide chooses to provide a replacement to the Customer prior to Turntide's completion of its evaluation of the returned Product, and during such evaluation, Turntide determines that the Product has no warranted defect, the Customer will reimburse Turntide for the cost of the replaced Product at Turntide's then-current list price within thirty (30) days of the date of Turntide's invoice.

The issuance of an RMA number shall not be construed as an acceptance of any responsibility or liability on the part of Turntide or as a waiver of any right to determination as to Turntide's responsibility. Once an RMA number has been issued by Turntide, Customer has thirty (30) days from the date of issuance of such RMA number to ship the returned Product to Turntide. Products shipped by Customer after the thirty (30) day window may, at

Turntide's sole discretion, be rejected from the RMA process or subject to an additional processing fee.

Turntide recommends that the Customer ship the returned Product using a carrier that will provide tracking information and proof of delivery and further recommends that appropriate insurance be obtained. Turntide assumes no liability for lost packages or Products damaged during return shipment. Returns from non-US locations must meet all U.S. and local country Customs requirements.

Customer must provide the following information when requesting an Allowed Return:

- Original purchase order number or sales order number used when the material was purchased
- Material (part number) being returned
- Detailed description for the reason material is being returned
- Quantity being returned
- An email address and contact name to send the RMA number to

If Customer would like the material returned to it if it's found to be not defective and 0% credit is allowed, Customer should provide a collect freight number to ship the material back to Customer

In certain circumstances, and at Turntide's sole discretion, Turntide may advise Customer to destroy the Product instead of issuing an RMA number for it to be returned to Turntide. In such event, in order for Customer to receive a Warranty credit, Customer must provide the following to Turntide within thirty (30) days of receipt of Turntide's instructions to destroy the Product: (i) a photo of the defective Product nameplate, and (ii) a certificate of destruction or other acceptable proof of destruction.

### **Credits**

The Customer may not take a deduction from any invoice for Products returned. If Turntide determines that the Allowed Return qualifies for credit to the Customer, the appropriate credit to the Customer's account will be provided by Turntide.

For Warranty Returns, all credits are based upon the original invoice less any applicable restocking charges. Freight and handling must be prepaid by the Customer for all Warranty Returns.

For Shipping Error Returns, a full credit to the Customer's account, including return freight charges, will be provided. To be eligible for a credit, Shipping Error Returns must be returned in the original packaging, be the current version of the Product, be in saleable condition as new Product, and the request for return must be received by Turntide no later than thirty (30) days from the date of shipping from a Turntide warehouse. Except for shipping charges, all terms from the 'Returns', 'Returns Material Authorization', and 'Credits' sections apply. Turntide or its authorized reseller will advise on return freight carrier details as part of the Shipping Error Returns process. In the unlikely event, that a shipping error is discovered by the Customer beyond thirty (30) days, the terms of any return and/or credits will be handled on an exception basis as determined by Turntide.

### **Transit Damage**

Customer must conduct a thorough visual inspection of the Products for shipping damage to verify that the Products are in good condition BEFORE the Customer accepts the Products and signs the waybill. If the shipment is not delivered in acceptable condition and is damaged, the Customer must NOT accept the Product delivery (and should not sign the waybill).

#### **The recipient of the Product must:**

Notify the driver of any issues with the shipment and note the problems on the Bill of Lading (BOL) and make a copy for themselves as well as for the driver.

Take a sufficient number of pictures of the damage.

Have the driver sign the BOL indicating driver's awareness of the damage.

Either reject the shipment or if the shipment is accepted, let the driver know that they, along with Turntide, will be making a claim for damages.

Get the drivers' names and contact information as well as their supervisor's information.

Contact the carrier and notify them of the damage/loss so that the incident is logged.

Immediately contact its Turntide authorized reseller or Turntide directly at 1-877-776-8470 or support@turntide.com to report the damages/loss of goods (provide the photos, BOL, packing slip, carrier ticker number (if any) and any other information collected at the time of delivery where damage or loss was noticed), and to request a replacement order.

If a damaged shipment is accepted, and the recipient signs the waybill or does not follow the steps above to document the shipping damage, there may be little recourse with the carrier if the shipment damage is found later.

### **Sole Remedy**

THE REMEDIES SET FORTH IN THIS WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE OF TURNTIDE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY BREACH OF THE WARRANTY. TURNTIDE SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATION OR LIABILITY, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS, OR ANY

UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. TURNTIDE SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, Turntide specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, cost of capital, cost of substitute products, or the claim of any third parties for any such damages.

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