

LIMITED WARRANTY CONDITIONS FOR FRONIUS INVERTERS, FRONIUS RAPID SHUTDOWN BOXES, FRONIUS SMART METER AND THE FRONIUS DATAMANAGER

FOR THE FRONIUS WARRANTY AND FRONIUS WARRANTY PLUS

(Valid from: 01/01/2017)

Fronius International GmbH ("Fronius") grants a limited warranty (referred to herein as either the "Fronius Warranty" or "Fronius Warranty Plus" as is applicable to the Warranty Product, as defined herein) for the Fronius Warranty Products.

For more information about the Fronius Warranty please visit: www.fronius.com/solar/warranty-usa

Warranty Products

This warranty applies exclusively to Fronius inverters, Fronius Shutdown Boxes, Fronius Smart Meter and Fronius Datamanagers (individually, the "Warranty Product") and only to the extent that these products are first installed in the United States of America and uniquely identified by their serial number for the Warranty Period as defined below. Fuses and other wearing parts are excluded from the warranty together with other components of the photovoltaic system as well as system add-ons, components for system monitoring and data communication, accessories and pre-production devices.

Warranty holder

Only the owner of the Warranty Product is entitled to exercise the terms and conditions herein stated. No other person or entity holds a right or claim under these warranty terms and conditions. Warranty Product that has had a proper change in ownership, which can be evidenced with documentation, will be eligible to receive warranty benefits under these terms and conditions.

Warranty claim

A warranty claim exists in the event that a Warranty Product has a defect in materials and workmanship for which Fronius is responsible within the Warranty Period.

Warranty exclusions

The warranty does not apply if

- / the fault is the result of improper installation, operation, commissioning or transport; failure to comply with the installation, preventive maintenance and/or operating instructions; insufficient ventilation; work performed on the Warranty Product by a third party not authorised by Fronius; failure to heed the safety rules, operating instructions and installation standards; modifications; unauthorized repair, normal wear and tear; force majeure (storm, lightning, overvoltage, fire, etc.); external causes such as accidents, abuse or other actions or events beyond Fronius' Reasonable care.
- / the fault has been caused by another component in the warranty holder's photovoltaic system;
- / Fronius could not identify a fault upon examination of the product;
- / the damage does not impair the function of the Fronius inverter ("cosmetic flaws"); or
- / the full purchase price of the Warranty Product has still not been paid to Fronius.
- / Fronius Product which has been disassembled and rebuilt, excluding refurbished units which are provided by Fronius under Warranty terms.

Warranty services

Fronius grants the Fronius Warranty Plus, as described below, to the original purchaser for a period of ten years from shipment from the Fronius factory.

/ Fronius Warranty

- **Material:** Fronius will provide a replacement part or an equivalent replacement device at no cost to the warranty holder. Fronius will not pay for any removal and installation costs, labour costs, transport costs, shipping costs or costs for any other service.

/ Fronius Warranty Plus

- **Material (see above)**
- **Service:** Fronius will pay the labour costs for removing and installing the replacement part or replacement device, provided this work is undertaken by Fronius or a third party approved by Fronius. Due to technological progress, the replacement part or replacement device provided may not be compatible with the system monitoring or other components installed on-site (e.g. Fronius DATCOM). Costs incurred as a result of any incompatibility are not part of this warranty service and will not be paid by Fronius. Other costs, such as travel expenses, installation costs, customs duties, etc., will not be paid by Fronius. These services do not include modifications to the existing photovoltaic system of the warranty holder, the warranty holder's building wiring or other devices. The warranty holder must provide unrestricted access to the device(s) affected and provide all necessary equipment to comply with



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any applicable health & safety regulations free of charge.

- **Transport:** Fronius will pay any national shipping and transport costs incurred which are approved by Fronius in relation to the Material and Service described above under this Fronius Warranty Plus, as necessary. Any requested express delivery costs will not be paid by Fronius.

Warranty Period

The Warranty Period for all levels of warranty begins when the Warranty Product is shipped by Fronius and lasts for the period as described below, depending on the Warranty Product and whether the warranty is a Fronius Warranty or a Fronius Warranty Plus. The precise expiration date of the warranty for the specific Warranty Product can be checked by entering the serial number at www.solarweb.com. Fronius may change the availability of this limited warranty at Fronius` discretion, but any changes will not be retroactive.

Warranty extensions of up to 20 years can also be purchased within 30 months of the Warranty Product being shipped by Fronius.

Where parts or devices are replaced, the remaining warranty period is transferred to the replacement part or replacement device. This transfer will be registered by Fronius automatically and the warranty holder will not receive a new certificate.

Overview of Warranty Product, warranty service and warranty period:

| | String inverters (wall-mounted) | Central inverters (floor-mounted) | Fronius Rapid Shutdown Box (Single / Multi) | Fronius Smart Meter | Fronius Datamanager |
|---|--|--|---|--------------------------------|--|
| Warranty services from shipment from Fronius factory | Fronius Warranty Plus | Fronius Warranty Plus | Fronius Warranty Plus | Fronius Warranty | Fronius Warranty Plus |
| Warranty services from shipment from Fronius factory | 10 years | 5 years | 5 years | 5 years | Is covered by the warranty period of the inverter in which the Datamanager has been installed. |
| Warranty extension can be purchased from your installer within 30 months of shipment from the Fronius factory | Fronius Warranty or Fronius Warranty Plus / to 15, 20 years | Fronius Warranty or Fronius Warranty Plus / to 10, 15, 20 years | Fronius Warranty / to 10 years | No warranty extension possible | Is covered by the warranty period of the inverter in which the Datamanager has been installed. |

Making a claim under the warranty, return of parts and devices – to be observed without exception:

In the event of a warranty claim, the warranty holder must first notify the installer of the Warranty Product, who will then submit the claim to Fronius.

In the event of a warranty claim Fronius must verify the validity of the claim, as this is the only way to ensure that the warranty services can be provided. Warranty claims must be accompanied with the purchase invoice, the serial number of the Warranty Product, the commissioning report (handover date, commissioning date, report from the power supply company) and, where necessary, proof of payment of the warranty extension fee.

The warranty holder must return parts or devices in the original packaging or equivalent. If the faulty part or device is not received by Fronius within 60 days of Fronius providing instructions to the warranty holder, the warranty holder will be charged for the part/device at the current price for such new part/device. Faulty parts and devices returned to Fronius become the property of Fronius upon receipt; until they are received, Fronius retains ownership of the corresponding replacement parts and devices.

It is the responsibility of the warranty holder to substantiate the warranty claim and show that the conditions are met. Fronius reserves the right to inspect the original installation site and request such additional information as it deems necessary.

A claim for compensation cannot be made for energy of any type or nature.

Other legal information

SELLER DISCLAIMS ALL IMPLIED WARRANTIES AND SIMILAR OBLIGATIONS (OTHER THAN THAT THE WARRANTY PRODUCT WILL BE NEW AND GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY, WHETHER OTHERWISE ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. There are no warranties which extend beyond those express warranties contained in the limited warranty. Warranty holder affirms that it has not relied upon Fronius` skill nor judgment to select or furnish the Warranty Products for any particular purpose beyond the specific express warranties in the limited warranty. Fronius does not warrant the Warranty Product will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in the limited warranty. Fronius does not warrant that the Warranty Product will operate with any accessories or within any system not sold under the limited warranty and Fronius` warranty is limited to the operation of the Warranty



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Product in a stand-alone mode. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so such limitations and exclusions may be limited in their application to an end user and others. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. The warranty gives the warranty holder specific legal rights and such warranty holder may also have other rights, which may vary depending on local law.

FRONIUS` RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED HEREIN.

THE REMEDIES DESCRIBED ABOVE ARE THE WARRANTY HOLDER`S SOLE AND EXCLUSIVE REMEDIES AND FRONIUS` ENTIERE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. FRONIUS` LIABILITY SHALL UDNER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY WARRANTY HOLDER FOR THE DEFECTIVE PRODUCT, NOR SHALL FRONIUS UDNER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO PERSONAL INJURY OR LOSS OF LIFE.