Guarantee, Replacement and Repair Terms and Conditions for DELTA PV Inverters

EU Version

Version: August 2019

1. Guarantee Terms and Conditions

1.1 Guarantor

Delta Electronics (Netherlands) B.V.

(hereinafter: "DELTA")
Zandsteen 15,
2132 MZ Hoofddorp, The Netherlands

Contact:
Service & Support Center, PVI EMEA
Tscheulinstr. 21
79331 TENINGEN, GERMANY,
Tel: +49 7641 455 549
support@solar-inverter.com
www.solar-inverter.com

grants the end customer a manufacturer's Guarantee in accordance with the terms and conditions outlined below.
The end customer here means:
1. the customer who has full ownership to the Products,
2. the possessor who possesses the Products legitimately for the owner.
The products hereunder mean the PV inverters designed and manufactured by DELTA, sold under DELTA's trademark, with product names: **H2.5, H3, H4A, H5A, M6A, M8A, M10A, M15A, M20A, M30A, M50A, M70A, M88H**, **E5, SOLIVIA, SOLIVIA Gateway M1 G2.**

1.2 Standard Guarantee

For the defective Products, the end customer is entitled to repair or replacement free of charge when the Product is within below guarantee period.

The Product guarantee periods are:

- Solar Inverters **H2.5, H3, H4A, H5A, M6A, M8A, M10A, M15A, M20A, M30A, M50A, M70A, M88H**, **E5** (herein under the "RPI-Inverters")**,** and **SOLIVIA-Inverters** : **5 years** from the invoice date to end customer, with the proof of invoice (limited by maximum 66 months from DELTA invoice to Distributor/Customer).

- **DC1, P1E, P3E, SOLIVIA Gateway M1G2** : **2 years** from the invoice date to end customer, with the proof of invoice (limited by maximum 30 months from DELTA invoice to Distributor/Customer).

The replacement Product's guarantee period is equal to the remaining guarantee period of the replaced defective Product. Usual consumption of wearing parts in the products, including without limitation, the string fuses, surge protectors, fans and plugs, is not covered by this guarantee.

1.3 Geographic scope

The guarantee is valid only for end customers with residence or domicile in Switzerland or an EU member state, excluding Cyprus, Malta and the overseas countries and territories and outermost regions according to Article 349 TFEU.

1.4 Claims

When the Products have defects or malfunctions, DELTA will, at its discretion, either replace the product with a used or new one, of equivalent type and age; or repair the defective product or provide the spare parts for repairment. The repair work will be performed upon DELTA's discretion, either at the DELTA REPAIR CENTER in Slovakia, or at the site of DELTA PARTNER, or at the end customer premises or plant. Purely aesthetic defects, which have no effect on product functionality or operability, are not covered by this guarantee.

This guarantee covers the cost for spare parts, the procedure of replacement, the repair and costs for shipping the replacement Products, the repaired Product to the end customer, and shipping costs of defect Products from customer to DELTA REPAIR CENTER.
When the Products need to be repaired at the end customer's premise or plant, end customer needs to pay for all related travel costs for DELTA service personnel.
The repair and replacement constitutes DELTA's entire obligation and the end customer's sole remedy regarding Product defect, to the fullest extent permitted by applicable law. In no event will DELTA be liable for any special, incidental, punitive or consequential damages, including without limited to, loss profits or revenue, loss of data, loss of energy, loss of use, loss of business opportunities or other economic advantage, or loss of goodwill, or for the costs of procuring substitute products, arising out of, relating to or in connection with Product defect, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, whether or not DELTA has been advised of the possibility of such loss or damages.

1.5 Prerequisites

The guarantee claim is only valid to DELTA when the typed label of the respective Product bearing the date of manufacture, is authentic and the guarantee seal must be undamaged, with the end customer's invoice is provided to DELTA.
In addition to the above stated prove, for Products that are in the extended period of guarantee, the corresponding guarantee certificate is also required to be provided to DELTA.
The end customer shall proactively provide the date of invoice, and prove the Products are within the guarantee period to DELTA.

1.6 Processing Claims

The procedure for filing a claim is as follows:

- The end user completes the form available at http://www.solar-inverter.com/de-DE/914.htm, describing the error in detail, and sends the form to the DELTA Solar Support Team, together with the end customer invoice.
- The DELTA Solar Support Team will review the information, and contacts the end customer in case of any questions.
- Based on the information provided by the end customer, DELTA will decide how to proceed (deliver a replacement Products, Repair the Product, deliver spare parts, or perform repair on site).

Note: Only a qualified electrician or installer can install the Products and replace the defective Products.

1.6.1 Replacement Delivery

When DELTA choices to deliver a replacement to end customer, the following procedure shall be followed:
The end customer will receive an e-mail from DELTA. The e-mail will provide a reference number (RMA number) to the end customer. After receiving the notification of RMA number from the end customer, DELTA will ship out the replacement Product and an invoice reflecting the price of the ship-out Product to the end customer, along with a return instruction for the defective product. Once the customer receives the replacement Product, the end customer must return the defective product to DELTA REPAIR CENTER within ten (10) calendar days, using the procedure mentioned on the return instruction, and the same transport packaging in which the replacement was delivered. As soon as the defective Product is received by DELTA REPAIR CENTER, the above-mentioned invoice will be credited.
Upon the delivery of replacement, the remaining guarantee period of the defective Product applies to the replacement Product.
If the delivered replacement is defective within twelve (12) months from the delivery date, customer may claim a replacement or repair once again.
DELTA will replace the equivalent type and age of customer´s Products, the replacement Product could be a used Product, second handed, or indicate signs of use. End customer cannot require for a replacement of new or unused Product when the defective Product is used.

1.6.2 Repair at DELTA REPAIR CENTER

When DELTA decides that a defective Product shall be repaired at DELTA REPAIR CENTER, the following procedure shall apply:
The end customer will receive an e-mail from DELTA. The e-mail will provide a reference number (RMA number) and a return instruction. Customer shall pack the defect Product properly and sends it back to DELTA REPAIR CENTER using the procedure mentioned on the return instruction. The end customer will receive the repaired Product once it is repaired.
If repaired Product shows again a defect within 12 month from delivery, customer may claim a further repair.
If the Product is not repairable, DELTA will replace the Product either with a used or a new one, of equivalent type and age of customer´s defective Product.

1.6.3 Repair at end customer's premise or plant location

If DELTA decides that a defective product shall be repaired at the end customer's premises, DELTA will arrange a repair date. DELTA will then send out an authorized service technician to end customer's premises at the arranged date and time.

1.6.4 Compensation of self-repair/replacement

DELTA will compensate the end customer, subjected only to RPI-Inverters and SOLIVIA-Inverters, excluding SOLIVIA Gateway series, when end customers hire third party installers to remove the defective Products, to replace the defective Products, and to re-install the replacement. The compensation amount (the “Compensation”) shall be calculated as below:

i) Single Product under single RMA number
   - Eighty (80) EUR for the Product that is weighted less than fifty kilograms (< 50kg)
   - One hundred and twenty (120) EUR for the Product that is weighted equals to or more than fifty-kilogram (≥ 50kg);

ii) Multiple products on the same site, despite they are reported under different RMA numbers
   - The first Product:
     Applies to item i) stated above.
   - Additional Product:
     For each extra, twenty (20) EUR for Product weighting less than fifty kilograms (< 50 kg),
     forty (40) EUR for Product weighting equals to or more than fifty kilo-grams(≥ 50 kg).

DELTA will pay Compensation directly to the third party installer, who will either receive a credit note when using the online replacement form, or the third party installer must issue an invoice in the correct amount to DELTA within six (6) months from the assignment of the RMA number. This Compensation is only due and payable when the defective product returns to DELTA with designated transport packaging.

1.7 Exceptions

The end customer shall not be entitled to any remedy when Product defects are resulting from any one of the following circumstances:

- Force majeure (in particular storm damage, lightning, fire, thunderstorm, flood, and the like);
- Incorrect use or operation;
- Failure to comply with the operating, installation and/or maintenance manual;
- Incorrect ventilation and cooling;
- Heavy soiling with dirt or dust;
- Transportation damage;
- Alteration, disassembly, modifications, changes, or repair to the Product, or any attempt to repair without prior written approval from DELTA;
- Improper installation and/or commissioning;
- Failure to comply with the applicable safety regulations (for example, VDE);
- cause of actions arise from Products that are used or operated in a way other than the intended purpose that Products were designed for;
- cause of actions arise from Products that have been in storage or immobilized for more than twelve (12) months after delivery.

1.8 Fees for invalid claims (refers to the last page *Service Price List*)

Should a claim proves to be invalid after a defective Product is sent to DELTA, or found out to be invalid during DELTA's repairment, DELTA is entitled to charge the end customer certain amount of service fee according to the Service Price List (the last page) of this guarantee. Below situation shall be deem as invalid claim:

- the guarantee period had expired;
- the reported defect is due to any one of the circumstance stated in section 1.7;
- non-existence of the alleged defect.

1.9 Fees for withdrawing the repair/replacement

When the end customer withdraws the repairment or replacement requests, or terminates the request of repairment/replacement when DELTA had shipped out the replacement, DELTA is entitled to charge transportation and inspection fees, in an amount of two hundreds (200) EUR when the replacement /ready for repair Product is equals to or above 10kW; or in an amount of three hundred and fifty (350) EUR when the replacement /ready for repair Product is above 10kW. In case that DELTA had delivered the replacement, the end customer shall return the replacement to DELTA within the designated period. If end customer fails to return the replacement, DELTA is entitled to charge the Product value of the replacement to the end customer.

1.10 Extension

The end customer may purchase a longer period (the "Extension") of guarantee. The end customer is entitled to purchase such Extension only within the twelve (12) months period from the invoice date, or within eighteen (18) months period from DELTA's invoice date issued to distributor, whichever period is longer. The purchase price is subjected to an alternative price list. The end customer shall pay the Extension in full in advanced.

1.11 Governing Law and Dispute Resolution

This guarantee does not affect the end customer's rights under the statutory warranty**.**

This guarantee is subject to the laws of the Netherlands. Any dispute arising from this guarantee shall be submitted to the exclusive jurisdiction of the International Commercial Chambers of the Amsterdam District Court (Netherlands Commercial Court). The court proceedings shall be in English.

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KvK Number: 12040831, VAT Number: NL 8085.73.986.B.01,
Bank: Citibank International plc, Netherlands Branch, EURO Account Number: 26.60.61.095 IBAN: NL52 CITI 0266 0610 95, USD Account Number: 10.63.77.812 IBAN: NL65 CITI 0106 3778 12

2. Replacement/ repair outside Standard Guarantee (refers to the last page *Service Price List*)

2.1 Fee-based replacement

DELTA will provide a new or used replacement Product, of equivalent Product type and age, when the claim is outside the standard guarantee period, based on the Service Price List on the last page.

To apply for such repair service, the end consumer must use the form available via the link http://www.solar-inverter.com/de-DE/914.htm.
Upon receiving such a request from the end customer, DELTA will check the application to ensure availability of an adequate replacement. If an adequate replacement is available, DELTA will confirm the availability to the end customer and sends an invoice reflecting the applicable replacement fee.
After invoice is payed, DELTA will send out the replacement along with an invoice reflecting the price of the ship-out Product to the end customer, along with a return instruction for the defective product. Once the customer receives the replacement Product, the end customer must return the defective product to DELTA REPAIR CENTER within ten (10) calendar days, using the procedure mentioned on the return instruction, and the same transport packaging in which the replacement was delivered. As soon as the defective Product is received by DELTA REPAIR CENTER, the invoice for the ship-out Product, will be credited.

The fee indicated in the column of “Replacement, out of guarantee” includes all shipment costs for the replacement Product. This service fee is non-refundable.
The replacement Product could be a used Product, second handed, or indicate signs of use, Delta makes no guarantee on an enough stock of the replacement.
If the delivered replacement is defective within twelve (12) months from the delivery date, customer may claim a replacement or repair once again.

2.2 Fee-based repair

DELTA will provide repair services based on the Service Price List on the last page.
To apply for such repair service, the end consumer must use the form available via the link http://www.solar-inverter.com/de-DE/914.htm.
Upon receiving such a request from the end customer, DELTA will check the application to ensure availability of the repair service.
As confirmation, the end customer will receive an e-mail from DELTA, with an RMA number. The end customer shall pack the defect Product properly and send it to DELTA REPAIR CENTER, referring to the provided RMA number.
As soon as Product has arrived in DELTA REPAIR CENTER, DELTA sends an invoice reflecting the applicable repair fee. When DELTA receives the payment, DELTA will begin the repairment. Upon the completion of repairment, the end customer will receive back the repaired Product.

The fee indicated in the column of “Repair, out of guarantee” includes the shipment costs from DELTA REPAIR CENTER to customer, but excluding the cost for shipment from Customer to DELTA REPAIR CENTER.
If the repaired Product is defective within twelve (12) months from the delivery date, customer may claim a repair once again.
DELTA is entitled to reject a repair request when, upon DELTA REPAIR CENTER’s judgment, the defect Product is irreparable. In such case, DELTA is entitled to charge the end customer a fee in an amount of €149 (excluding VAT) for the inspection and shipment costs.

Address:
DELTA REPAIR CENTER:
Delta Electronics (Slovakia), s.r.o.
European Repair Center
Priemyselna ulica 4600/1
SK-01841 Dubnica nad Vahom

Service Price List 2019 (EUR)

RPI			SWAP out of Guarantee	REPAIR out of Guarantee
H	2.5	x	320	280
H	3	x	350	300
H	4	A	400	350
H	5	A	400	350
E	5		550	500
M	6	A	500	450
M	8	A	600	550
M	10	A	600	600
M	15	A	700	650
M	20	A	800	700
M	30	A	900	800
M	50	A	1200	1100
M	70	A	1300	1150
M	88	H	1400	1200
M	125	HV	1900	1700

The fee for withdrawing the repair/replacement under section 1.9: €200
When the defect is irreparable upon DELTA REPAIR CENTER's judgment under section 2.2: €149

SOLIVIA G4			SWAP out of Guarantee	REPAIR out of Guarantee
2.0	EU	TR	330	300
2.5	EU	TR	330	300
3.0	EU	TR	350	320
3.3	EU	TR	350	320
3.6	EU	TR	350	320
5.0	EU	TR	400	370
10	EU	TR	600	500
11	EU	TR	600	500
6	EU	TL	500	450
8	EU	TL	600	550
10	EU	TL	600	600
12	EU	TL	650	650
15	EU	TL	700	650
20	EU	TL	800	700
30	EU	TL	900	800

SOLIVIA G3			SWAP out of Guarantee	REPAIR out of Guarantee
2.5	EU	TR	430	350
3.0	EU	TR	430	350
3.3	EU	TR	430	350
5.0	EU	TR	500	400
15	EU	TL	800	700
20	EU	TL	980	900

SI G2

1900	450	400
2000	450	400
2200	450	400
2500	450	400
3300	450	400
5000	700	650

CM/CS

11k	EU	Rack	980	850

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