Power One Italy S.p.A.

ABB inverters Manufacturer Warranty STANDARD, ASSURE and accessories

Document valid from: 29. November 2017

1. Applicable products

The terms and conditions of this Manufacturer Warranty provided by Power One Italy S.p.A. with a sole shareholder, a company incorporated under the laws of Italy, with registered office in Terranuova Bracciolini (Arezzo, Italy), via S. Giorgio No. 642, having a corporate capital of EUR 22,000,000 fully paid in, with tax payer identification code No. 09286180154 and VAT code No. 01574720510, enrolled with the Entrepreneurs' Register of Arezzo under No. AR 101220, (hereinafter referred to as "ABB") are applicable to the following ABB inverters: single and three phase string inverters, PRO, CENTRAL PLUS, ULTRA, REACT UNO and accessories (without batteries for REACT).

Duration of Manufacturer Warranty granted herein for inverter type with serial number S/N ...: Default duration: 5 years (X), start date: ____ Extended duration: 10 years (_), end date: ___

By invoking (the rights and remedies stipulated in) this Manufacturer Warranty, you (the "Warranty Holder") agree to be bound by the terms governed herein.

This Manufacturer Warranty is freely provided by ABB and does not prejudice in any way the conditions of sales contracts for the sale of inverters, including any warranty provided by a third party entity from which it has been purchased. Further details are provided in clause 9 - Legal aspects

1.1. STANDARD Manufacturer Warranty programs for inverters

The STANDARD Manufacturer Warranty covers the repair material and repair labour in the repair centre or on site depending on ABB decision. Further details are provided in table 1.

1.2. ASSURE Manufacturer Warranty programs for inverters

In addition to the STANDARD Manufacturer Warranty, the ASSURE Manufacturer Warranty covers advance replacement inverter or power module, the freight costs and on site removal and reinstall labour (fixed reimbursement). Further details are provided in table 1.

1.3. Manufacturer Warranty programs for accessories

The accessories include also all monitoring components.

The Manufacturer Warranty for accessories covers the repair material and repair labour in the repair centre or replacement product at ABB's sole discretion. Further details are provided in table 1.

2. Applicable countries

The STANDARD Manufacturer Warranty and the Manufacturer Warranty for accessories apply in all countries in which ABB distributes products.

The ASSURE Manufacturer Warranty program only applies to the inverter which is installed in any of the following countries: Australia, Austria, Belgium, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States.

3. Duration of Manufacturer Warranty:

The warranty period for the STANDARD and ASSURE Manufacturer Warranty is, subject to above indication, 5 (five) years (default duration) respectively 10 (ten) years (extended duration, as the case may be) starting from the date of purchase by the Warranty Holder, but in no case longer than 66 (sixty-six) respectively 132 (one hundred thirty two) months from the manufacturing date.

4. Claims under the Manufacturer Warranty:

All Manufacturer Warranty Claims must follow the processes outlined below. Claim must be made using one of the following methods:

Via telephone hotline – in Germany supported on ABB Web site:

http://new.abb.com/power-converters-inverters/de/solar and http://new.abb.com/power-converters-inverters/de/service-einreichen The following mandatory information must be provided:

- Inverter and/or device model;
- Evidence of the purchase of the inverter concerned;
- Serial number (S/N) and production week (WK) of the inverter: both are visible on the label on the side of the inverter (a photograph of the label of the inverter and/or device in .jpg format is recommended);
- Description of the problem and if available, the error code shown on the inverter;
- Company details of Manufacturer Warranty Holder (complete address and name of the contact person);
- Company details of entity asking for assistance (complete address and name of the contact person);
- Email address of Manufacturer Warranty holder;
- Address of site of installation

ABB will provide a CARE Number associated with the claim. This CARE number must be mentioned in all correspondence during the claim resolution steps.

If the process is not followed or if information given is wrong or incomplete, ABB will not consider the claim.

For a returned inverter (or inverted analysed at site, as the case may be) that shows no fault after analysis by ABB, ABB will invoice all costs and expenses associated with analysis and handling.

5. Warranty Claim resolution:

The resolution method of a claim is at the sole discretion of ABB. It can consist of:

- Return and Repair;
- Replacement with a refurbished item;
- Advance replacement (ASSURE only);
- Repair on site;
- Optional, and in manufacturer's sole discretion, monetary compensation.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY ABB AND ALL EQUIPMENT MANUFACTURERS, SAVE FOR THOSE PROVIDED BY A THIRD PARTY FROM WHICH THE INVERTER HAS BEEN PURCHASED.

Resolution of claim is subject to the conditions set out in clause 8 below.

6. Advance replacement (advanced swap) for the ASSURE program:

In the ASSURE program a replacement unit is included. ABB will either ship a replacement power module or complete inverter before the allegedly defective product has been returned to ABB repair centre. At the sole discretion of ABB, this replacement unit can be either new or refurbished.

The delivery of the advance replacement unit, in no event, constitutes ABB's acknowledgement that the claim is covered by the warranty. ABB's acceptance or rejection of the claim will follow upon ABB's analysis of the returned inverter only.

The Warranty Holder must make the defective inverter available for return within 7 (seven) calendar days following the delivery of the replacement unit and with the appropriate packaging as per the replacement unit provided.

Allegedly defective inverters will be returned to an ABB repair centre for validation of the warranty claim. In case the warranty claim is confirmed, the remaining warranty period of the defective inverter will be transferred to the replacement unit. In case the defect is not covered by the manufacturer's warranty (see below under clause 8 - Exclusion from manufacturer warranty), the warranty claim will be rejected and the incurred cost (logistics, administration, failure analyse and replacement inverter) will be invoiced to the Warranty Holder by the respective ABB Group local entity and subject to the conditions of a local sales contract.

In case the allegedly defective inverter is not received at the ABB repair centre within the timeframe above mentioned, the warranty of the replacement inverter shall consequently not be claimable until the inverter is returned to ABB,. In any case, if the allegedly defective inverter is returned to ABB after the elapse of the above 7 (seven) calendar day-term, regardless of the inverter falling within the warranty terms, ABB is entitled to charge a lump sum amount of 100 EUR for administrative costs against the Warranty Holder.

ABB undertakes to perform this analysis within 3 (three) months from the delivery of the allegedly defective inverter.

7. Field intervention:

In case of any field intervention (including advance replacement), as decided by ABB, the selection of the qualified technician is made by ABB.

For the field intervention, Manufacturer Warranty Holder is responsible to ensure access and provide any required special equipment required to access the installation (e.g. scissor lift). Manufacturer Warranty Holder has also to ensure that the installation and working environment for the installation is compliant with appropriate health and safety standards.

The qualified technician may refuse an intervention if the conditions defined by health and safety regulation are not met.

Should the above conditions not be met, ABB will charge the Manufacturer Warranty Holder for any cost, including, without limitation, the costs of the qualified technician who could not access the site and/or the inverter.

8. Exclusion from manufacturer warranty:

- The Manufacturer Warranty claim is excluded in the following situations:
 - Manufacturer Warranty period expired;
 - Mechanical damage during transportation of defective unit when the inverter is shipped at third party's risk ;
 - Any modification applied to the inverter that was not authorised by ABB;
 - Inappropriate installation or commissioning;
 - Inappropriate use of the product;
 - External event (overvoltage, failure of other components in the installation causing inverter failure, etc.);
 - Non observance of inverter documentation like inverter manual, installation instructions, including preventive maintenance;
 - Force majeure, including but not restricted to lightning, power surges, natural disasters and fires;
 - Improper or no application of safety regulations;
 - Utilization in combination with equipment, items or materials not permitted as per ABB documentation.

Due to the evolution of technology, the replacement unit or new device available at the time of the claim may not be compatible with the installed system. The Manufacturer Warranty does not cover any expenses or any costs which might be incurred to configure, retrofit or adapt the system to allow inverter installation.

Unless agreed upon in a specific agreement, ABB will not provide financial compensation whatsoever, including but not limited to for energy that has not been fed into the grid by the installation during any service activity, including preventive and corrective maintenance.

Preventive maintenance parts and consumables are not covered by manufacturer warranty (i.e. overvoltage protection, fuses).

9. Legal aspects

The Manufacturer Warranty is an agreement on warranty terms and conditions concluded between ABB and the Manufacturer Warranty Holder.

Third parties are not entitled to assert claims under the Manufacturer Warranty unless they are explicitly authorized by the Manufacturer Warranty Holder to act in his name and on his behalf. The authorization must be evidenced by the third party to the satisfaction of ABB.

These Manufacturer Warranty conditions are governed by Swiss law to the exclusion of its conflict of laws principle as well as to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of the arbitration shall be Zurich, Switzerland. The language of the arbitration shall be English.

Without prejudice to mandatory provisions of law, and notwithstanding any other clauses in this Manufacturer Warranty, the liability for damages, cost compensations, third party claims, or other financial remedies of whatsoever nature of ABB towards the Warranty Holder shall be expressly excluded. This shall not affect ABB's direct obligations to repair, replace or refund as governed above.

This document is created in English and German language. In case of any conflict, the English version shall prevail.

STANDARD, ASSURE and Accessories

Table 1: Details of Manufacturer Warranty terms and conditions

Definition	Inverter		Accessories (without batteries for REACT)
	STANDARD Manufacturer Warranty	ASSURE Manufacturer Warranty	ACCESSORIES Manufacturer Warranty
Default duration (years)	5	5	2
Extended duration (total years) Must be purchased when the inverter is purchased.	10	10	No extension
Repair material and labour costs in repair centre	Included	Included	Included
Removal and reinstall costs (see conditions in description).	Not included	Included	Not included
Parameter setup of replacement product	Not included	Included	Not included
Material freight costs returning defective unit (to location defined by ABB)	Not included	Included	Not included
Material freight costs of repaired (or replacement) unit to Warranty Holder	Not included	Included	Not included
Advanced replacement unit (where technically possible, the alternative is on-site repair)	Not included	Included	Not included
Technical hotline	see ABB Web site	see ABB Web site	see ABB Web site
Effective availability (percentage)	Not included	Not included	Not applicable
Preventive maintenance	Not included	Not included	Not included
Ready to ship indication after acceptance of claim, subject to material availability	Usually 10 working days After reception of inverter at the ABB repair centre		Usually 15 working days After reception at the ABB repair centre
Where available	Worldwide	See list in page 1	Worldwide