

# Guarantee, Replacement and Repair Terms and Conditions for DELTA Inverters, Non EU Version

Version: June 2017

# 1. Guarantee Terms and Conditions

# 1.1 Warrantor

Delta Electronics Netherlands BV

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

grants the end customer a manufacturer's Guarantee in accordance with the terms and conditions outlined below.

# Contact:

National DELTA office or DELTA PARTNER or

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

# 1.2 From Guarantee covered Products and Guarantee Period

The product guarantee period for Solar Inverters H3A, H4A, H5A, M6A, M8A, M10A, M15A, M20A, M30A, M50A, M88H, herewith called RPI-Inverters, and SOLIVIA-Inverters is 5 years from invoicing date to end customer, with proof of invoice (max. 66 months from Delta invoice to Distributor/Customer).

The product guarantee period for **SOLIVIA Gateway M1 G2** is **2 years** from invoicing date to end customer, with proof of invoice (max. 30 months from Delta invoice to Distributor/Customer).

The product guarantee of replaced inverters is inherited from first installed inverter, mentioned on endcustomer's invoice.

Wearing parts in the products like string fuses, surge protectors and plugs are excluded from guarantee.

# **1.3 Geographical guarantee scope**

The guarantee is valid only for end customers with residence or domicile **in European non EU** member states, Cyprus, Malta, overseas countries and territories and outermost regions per Article 349 TFEU, Middle East or Africa.

# 1.4 Guarantee claims

If within the guarantee period a product exhibits a defect which compromises functioning of the product (a guarantee claim), DELTA will, at its discretion, either replace the product with a used or new one, of equivalent type and age, repair the defective product or provide the spare parts for repair. Repairs are performed at DELTA's discretion either at the DELTA REPAIR CENTER (RC) in Slovakia, DELTA PARTNER or at the end customer premises. Purely aesthetic defects which have no effect on product functionality or operability are not covered by the guarantee.

The guarantee covers the cost for repair, spare parts or the replacement device.

Transportation from customer to DELTA REPAIR CENTER has to be organized and covered by customer, according INCOTERMS DAT Rotterdam or other, by DELTA defined places.

Transportation from DELTA REPAIR CENTER to customer is organized and covered by DELTA according INCOTERMS FOB Rotterdam or other, by DELTA defined places.

Transportation from customer to DELTA PARTNER has to be organized and covered by customer. Transportation from DELTA PARTNER to customer is organized and covered by DELTA.

# No further guarantee claims accrue, including particularly claims for damage or expense reimbursement.



# **1.5** Prerequisites for guarantee claims

For a guarantee claim to be valid, the type label of the respective product bearing the date of manufacture must be fully legible, the guarantee seal undamaged and the end customer Invoice must be available.

For Inverters under extended guarantee, the corresponding guarantee certificate is required as well.

# **1.6 Processing of guarantee claims**

The procedure for filing a guarantee claim is as follows:

- The end user first completes the form available at <a href="http://www.solar-inverter.com/de-DE/914.htm">http://www.solar-inverter.com/de-DE/914.htm</a>, describing the error in detail and sends the form to the responsible DELTA Service Organization, together with the end customer invoice.
- The DELTA Solar Support Team reviews the information provided and contacts the end customer in case of any questions.
- On the basis of the information provided by the end customer DELTA then decides as to how to proceed (deliver a replacement device, spare part or perform repair).

Note: Only a qualified electrician or installer may install a device delivered, to replace a defective product!

# **1.6.1** Delivery of a replacement device

If DELTA opts to deliver a replacement device, the following procedures apply: The end customer receives an e-mail from DELTA in which a reference number (RMA number) is assigned. After the RMA number is assigned, DELTA ships out the replacement device to a defined address, according "1.4 Guarantee Claims", along with a return instruction for the defective product and an invoice for the inverter. DELTA reserves the right on a case-by-case basis to make delivery of a replacement device conditional upon the end customer first paying an invoiced amount. When the defective product is returned to DELTA the invoiced amount is refunded.

Once the customer receives the replacement device the customer must return the defective product to DELTA repair center according "1.4 Guarantee claims", within ten (10) calendar days, using the procedure mentioned on return instruction and the same transport packaging in which the replacement device was delivered. The date on which the end customer sends back the defective product applies regarding deadline adherence. As soon as the defective inverter is received in our repair center, the above mentioned invoice will be credited.

If delivered replacement device shows again a defect within 12 month from delivery, customer can claim a further replacement device or the repair.

Upon delivery of the replacement device the remaining guarantee period applies to the replacement device.

Because replacement inverters may be refurbished used devices, they may in some cases exhibit signs of use; these do not impair device functionality however.

# 1.6.2 Repair at DELTA REPAIR CENTER or DELTA PARTNER

If DELTA decides that a defective product is to be repaired at DELTA REPAIR CENTER or DELTA PART-NER, following procedure applies: The end customer receives an e-mail from DELTA in which a reference number (RMA number) is assigned. Customer packs correctly the defect device and sends it to DELTA RE-PAIR CENTER or DELTA PARTNER, according "1.4 Guarantee claims". After successful repair customer gets back his devise. DELTA ships out the repaired device according "1.4 Guarantee claim".

If repaired device shows again a defect within 12 month from delivery, customer can claim a further repair. If device is not repairable, DELTA will either replace the product with a used or new one, of equivalent type and age of customer's device and send it to customer.



# 1.6.3 Repair at end customer's premises

If DELTA decides that a defective product is to be repaired at the end customer's premises, DELTA provides at no costs free spare parts.

# 1.7 Guarantee exclusions

Guarantee claims are only valid for product defects not resulting from any of these circumstances:

- Force majeure (in particular storm damage, lightning, fire, thunderstorm, flood etc.)
- 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
- Transport damage
- Changes to the product or repair attempts without prior approval from DELTA
- Improper installation and/or commissioning
- Failure to comply with the applicable safety regulations (e.g. VDE).

# **1.8 Fee for invalid guarantee claims**

Should a guarantee claim prove invalid after a defective product is sent back to DELTA or during efforts by DELTA to repair a defective product, due for example to

- the guarantee period having expired, contrary to the end customer's claim
- the reported defect resulting from improper operation or usage
- non-existence of the alleged defect
- the reported defect resulting from factors other than as outlined under item 1.7

DELTA is entitled to charge a fee as outlined under "SWAP out of Guarantee" per list "Service prices" below.

# 1.9 Fee for customer motivated termination of guarantee claims

Has customer requested an replacement device and the device is already shipped, but during plant repair the customers device shows no failure and replacement device is shipped back, Delta will charge an transportation and inspection fee of 200€ for devices up to 10kW and 350€ above 10kW.

# 1.10 Guarantee extension purchase option

A guarantee extension beyond the guarantee periods per item 1.3 above is available on a for-fee basis. A guarantee extension purchase option is only available to end customers within 12 months of product purchase , per the End customer invoice date (max. 18 months from Delta invoice to Distributor/Customer). The guarantee extension fee for the entire extension period is payable in advance upon purchase.

# 1.11 Concluding provisions

Statutory warranty obligations of product sellers are not affected by this guarantee and remain fully applicable.

This guarantee is valid within the scope and under the conditions outlined above for all subsequent owners of the product domiciled within the geographical scope of the guarantee.

This guarantee is subject to the laws of the Federal Republic of Germany.

The place of jurisdiction for any disputes arising from or in connection with this guarantee shall be that of the DELTA branch office located in 79331 Teningen, Germany. DELTA reserves the right however to file suit at the end customer's general place of jurisdiction.



# 2. Repair terms and conditions for DELTA services not covered by guarantee

# 2.1 Non-guarantee repairs

As a service DELTA offers repair of defective inverters (to the extent technically possible) on a fee basis. Repair fees are listed in "Service price list" below.

Transportation from customer to DELTA REPAIR CENTER, has to be organized and covered by customer, according INCOTERMS DAP REPAIR CENTER.

Transportation from DELTA REPAIR CENTER to customer, according INCOTERMS FOB Rotterdam, are included in the repair price.

Transportation from customer to DELTA PARTNER, has to be organized and covered by customer.

Transportation from DELTA PARTNER to customer is included in the repair price.

To commission such repairs the consumer must use the form available via the link <u>http://www.solar-inverter.com/de-DE/914.htm</u>.

The end customer receives an e-mail from DELTA in with an reference number (RMA number). Customer packs correctly the defect device and send it to DELTA REPAIR CENTER. After successful repair and payment of repair invoice customer gets back his devise.

If repaired device shows again a defect within 12 month from delivery, customer can claim a further repair. DELTA reserves the right to reject a repair request if upon inspection the defect proves irreparable. In such case DELTA is entitled to invoice the end customer a fee of  $\in$  149 (plus VAT) for inspection and shipment back, of the device.

# Address DELTA REPAIR CENTER:

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



| Service Pricelist 12/2015 (€) |     |    |              |        |
|-------------------------------|-----|----|--------------|--------|
|                               |     |    | SWAP, out of |        |
| Moc                           | lel |    | guarantee    | Repair |
| RPI                           |     |    |              |        |
| H                             | 3   |    | 350          | 300    |
| H                             | 4   | A  | 400          | 350    |
| H                             | 5   | A  | 400          | 350    |
| 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    |
| М                             | 50  | Α  | 1200         | 1.100  |
|                               |     |    |              |        |
| 2.0                           |     | TR | 330          | 300    |
| 2.5                           | EU  |    | 330          | 300    |
| 3.0                           | EU  |    | 350          | 320    |
| 3.3                           | EU  |    | 350          | 320    |
| 3.6                           | EU  |    | 350          | 320    |
| 5.0                           | EU  |    | 400          | 370    |
| 10                            |     | TR | 600          | 500    |
| 11                            | EU  | TR | 600          | 500    |
| 6                             | EU  | TL | 500          | 450    |
| 8                             | EU  | ΤL | 600          | 550    |
| 10                            | EU  | ΤL | 600          | 600    |
| 12                            | EU  | TL | 650          | 650    |
| 15                            | EU  | TL | 700          | 650    |
| 20                            | EU  | TL | 800          | 700    |
| 30                            | EU  | TL | 900          | 800    |
| SOLIVIA G3                    |     |    |              |        |
| 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                            |     |    | 980          | 900    |
| SI G                          |     |    | -            |        |
| 1900                          |     |    | 450          | 400    |
| 2000                          |     |    | 450          | 400    |
| 2200                          |     |    | 450          | 400    |
| 2500                          |     |    | 450          | 400    |
| 3300                          |     |    | 450          | 400    |
| 5000                          |     |    | 700          | 650    |
| CM/                           |     |    |              |        |
| 11k                           |     |    | 980          | 850    |
|                               |     |    |              |        |

Account Number: 10.63.77.812 IBAN: NL65 CITI 0106 3778 12