# Ingeteam

## Ingecon<sup>®</sup> Sun 3-Phase U Inverters

#### **5 YEAR WARRANTY AGAINST WORKMANSHIP OR MATERIALS**

Ingeteam warranties, for a period of 60 months (5 years) from the date of delivery of the Ingecon<sup>®</sup> Sun 3-Phase U inverters to the end user, or 63 months after the delivery date from Ingeteam Inc to distributor, dealer or installer, whichever is shorter.

Should the purchased Photovoltaic Inverter fail to operate properly while the present Warranty is in force, due to arising defects related workmanship or materials, Ingeteam will be obliged, depending on the arisen defect, to repair or to replace the defective Inverter. The decision whether to repair or to replace the defective equipment will be made solely by Ingeteam in all cases.

Ingeteam reserves the right to offer extended Warranty conditions, which will be stated in a separate document. If a Warranty extension is purchased, the term is defined as extension beyond 60 months.

#### WARRANTY EXCLUSIONS

Any damage to or malfunctioning of the inverters originating from the following will be considered outside the scope of the present Warranty:

- 1. Accidents.
- 2. Negligent, improper or inadequate use.
- 3. Not following the use, installation and maintenance instructions given in the current End User Manual or in the Installation Manual of the respective model of inverter when it was purchased.
- 4. Modifications or repairing attempts that were not been held by authorized personnel from Ingeteam Technical Support Service.
- 5. Damages due to surge, floods, plagues, earthquakes, third party actions, or any other reasons different to the standard use conditions of the inverters and that are out of the control of Ingeteam.
- 6. Damages due to over voltages coming from the DC side of the solar modules or from the AC side of the public utility grid.
- 7. Insufficient ventilation of the equipment.
- 8. Inadequate transport conditions.
- 9. Non compliance with the current mandatory installation standards and serial numbers that have been manipulated or are unreadable.

All complaints concerning aesthetics will not be considered unless they result in a malfunction or a difference in performance from what is described in the technical and commercial brochures of Ingeteam. Any other Warranty right not mentioned specifically in this document is outside the scope of this Warranty.

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#### CLAIMING OF THE WARRANTY RIGHTS

Warranty rights can be claimed during the 5 years the present Warranty is in force and immediately after the failure detection, except for visible defects, in which case the claim shall be lodged within no more than two months after the delivery date and always prior to its installation.

Any customer or end user of the Ingecon<sup>®</sup> Sun standard inverters, that considers himself with enough good reasons to claim for the Warranty rights declared in this document, must proceed as follows:

- a) Inform immediately by phone or written document to the supplier of the inverters, to the authorized dealer, or call the Ingeteam Technical Support (T.S.) at +1 (414) 934-4158.
- b) Failure diagnosis: a T.S. representative will take all necessary measures to diagnose or repair the failure while the inverter is in the field. For a proper failure diagnosis, a qualified solar technician is required to be at the inverter's site. The T.S. might request the following information: inverter model, serial number, date of installation, site name, PV array configuration, any modifications performed on the inverter, and, if applicable, evidence of the Warranty extension. The inverter must not have been disassembled or modified without prior written authorization by Ingeteam.

The Ingeteam T.S. representative will determine the existence of a defect, and if it is covered by this Warranty. Ingeteam may use its own technicians or contract with an area installer or other trained service personnel certified by Ingeteam, to service the inverter.

- c) Repair or replacement: once the failure has been verified and diagnosed by the T.S., Ingeteam may, at its own discretion, use new and/or reconditioned parts in performing the warranty repair. Ingeteam reserves the right to use parts or products from original or improved designs in the repair or replacement of the inverter. All replaced products, and all parts removed from repaired products, become property of Ingeteam. Ingeteam covers parts and labor necessary to repair the inverter.
- d) In case the T.S. determines that some parts shall be replaced to repair the unit, the customer must request a RMA number to return these parts to Ingeteam. All the expenses involved in returning the failed parts to the factory are borne by the customer. Ingeteam covers the return shipment to the customer via an Ingeteam selected, non-expedited, ground freight carrier within the contiguous United States and Canada (excluding Hawaii, Alaska, and Puerto Rico).
- e) If the inverter is installed outside the United States, warranty only covers repair in factory or replacement, and Ingeteam is not responsible for any costs derived from shipment of inverter, spare parts, from Ingeteam to the final destination, and from customer's location outside USA to Ingeteam. If a technician is sent to repair an inverter outside USA, the customer is responsible for transportation and hospitality costs derived from sending a technician to repair the inverter.
- f) Replacement or repair Warranty: the replacement or repair of an inverter will not restart the whole warranty period. The Warranty shall continue for the remaining portion of the original Warranty period, or three months after shipment from Ingeteam, whichever is greater.
- g) Response time: Ingeteam will attempt to repair the unit within a reasonable time period (there is no reimbursement for lost energy production).

### MANUFACTURER RESPONSIBILITY LIMITATIONS

Ingeteam will not be responsible to the customer, neither directly nor indirectly, by the non-observance or delay in its Warranty commitments, due to any unforeseeable event such as cases of Force Majeure.

The responsibility of Ingeteam derived from the present Warranty will be limited to the commitments detailed here above, and to the amount paid in the purchase order by the customer. There exists no liability of any kind of Ingeteam for indirect, special or consequential damage or loss, including but not limited to loss of profits or revenues (lucrum cessans), loss of use of the Equipment, loss of production, cost of substitute equipment, facilities or services, downtime costs, third parties claims, cost of capital, or any other kind of financial loss.

The Warranty limitations mentioned here above will be applicable unless they are against legal prescriptions currently running on each country in reference with product responsibility. In the event of conflict with any of those prescriptions, the nullity will affect only to that clause in particular, remaining valid the rest.

#### VALIDITY OF THIS DOCUMENT

This Warranty document is valid from the date of its edition (March, 2011) and will be applicable to all the Ingecon<sup>®</sup> Sun 3-Phase U Inverters, manufactured from that date and until the date of a new edition, which will be published on Ingeteam's web page (<u>www.ingeteam.com</u>).

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