

STANDARD WARRANTY CERTIFICATE

INGECON SUN STANDARD PRODUCTS

Ingeteam Australia Pty. Ltd. (Hereinafter INGETEAM), a company that manufactures, imports and/or supplies power & control electronics for renewable energy generation systems, with registered office for this purpose at iAccelerate Centre, Building 239 / Innovation Campus, Squires Way, North Wollongong, 2500 NSW, Australia(Australia), warrants that the Ingecon® Sun standard products supplied and installed in the territory of Australia do comply with the applicable technical requirements and quality standards and that those products are new. INGETEAM warrants the quality and performance of its Ingecon® Sun standard products under the following terms and conditions:

PRODUCT WARRANTY

WARRANTY TERMS AND CONDITIONS

1) Warranty against workmanship or materials

INGETEAM guarantees for a period since the product is delivered from factory (Ex–Works Ingeteam) that the products are free from any defects related to the components or the manufacturing process, which may prevent the normal operation under proper conditions of use, installation and maintenance.

Warranty periods:

PRODUCT	STANDARD WARRANTY PERIOD [No. of years]
INGECON SUN 1Play	5
INGECON SUN STORAGE 1Play	5
Other accessories (communication cards, monitoring software and monitoring tools, etc.)	1

Should the purchased Photovoltaic product fail to operate properly by the time the present Warranty is in force, due to the arising of defects on its workmanship or materials, INGETEAM will be obliged, depending on the arisen defect, to repair or to replace the defective Product. The decision whether to repair or to replace the defective equipment will be held in every case only by INGETEAM.

The above mentioned warranty is offered by INGETEAM as standard Warranty for all its standard range of Ingecon® Sun standard products. INGETEAM reserves the right to offer extended Warranty conditions in different countries, according to their different technical and commercial conditions. In that case, these special conditions will be stated in a separate document.

The Warranty terms of this document are given by INGETEAM according to the following terms and conditions:

AAV20041LB03

Rev. 1

2) Warranty Exclusions

- a) Out of the scope of the present Warranty will be any damages and malfunctions of the Products which have their origin in:
1. Accidents.
 2. Negligent, improper or inadequate use.
 3. Failure to comply with the installation and maintenance instructions given in the current Installation and user manual of the respective model of equipment when they were purchased.
 4. Modifications, changes or attempted repairs not authorized by INGETEAM after-sales department.
 5. Damages due to surge, floods, fires, plagues, earthquakes, third parties actions, or any other reasons different to the standard use conditions of the products and that are out of the control of INGETEAM.
 6. Damages due to over voltages coming from the DC side of the solar modules whether from the AC side of the public utility grid.
 7. Insufficient ventilation of the equipment.
 8. Inadequate transport conditions.
 9. Damage due to marine corrosion or from salty air within the environment.
 10. Not compliance of the current mandatory installation standards.
 11. Consumables or materials subject to wear and tear such us fuses, surge arresters, relays etc.
 12. Damages due to erroneous operations during the removing/installation of a part/component if not carried out by INGETEAM's personnel.
 13. Damages due to a numerous external insulation failures coming from the DC side of the solar modules whether from the AC side of the public utility grid.
 14. Products updates due to regulation changes.
- b) It will be also out of the scope of this Warranty any product with a serial number that has been manipulated or it is unreadable.
- c) All complaints concerning aesthetics will not be considered unless they mean a malfunction or a difference in performance compared to the one announced on the technical and commercial brochures of INGETEAM.
- d) The Warranty rights established on this document do not cover the shipping costs of the damaged products or parts when sending them to the factory to be repaired, neither when receiving them back. Neither more, labor costs due to dismantling of the damaged products and reinstallation of the repaired ones are not covered by INGETEAM.

In the event of products purchased to be installed within the European Union territory, Spanish Royal Legislative Decree 1/2007 of 16th November, will be applicable in accordance with the European Community Directive 1999/44/CE.

- e) Any other Warranty right not mentioned specifically on this document is out of the scope of this Warranty.

AAV20041LB03

Rev. 1

3) 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 in case of visible defects, in which case the claim will be submitted within a maximum of 7 days after the delivery date and always prior to its installation.

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

- a) Immediately notify in writing to the supplier of the products, or to the authorized dealer, or to the after-sales photovoltaic department of INGETEAM. For that purpose, INGETEAM [«Warranty Complaint Form»](#) must be fulfilled and attached with a copy of the purchase invoice and the delivery note of the product, showing the date of acquisition and the serial number of the product. The [«Warranty Complaint Form»](#) will be published on Ingeteam's web site (www.ingeteam.com)
- b) Once the compliant form is received by INGETEAM, the after-sales photovoltaic Department will analyze it in accordance with the Warranty scope, and will inform the customer about the steps to be followed.
- c) Prior written authorization from the after-sales photovoltaic department of INGETEAM will be necessary in case the products should be sent back to the factory. Returning of the product must be made using the original package. Should this be not possible, INGETEAM might send a new one and charge it to the customer. Damages due to bad transport conditions will not be covered by this Warranty.
- d) INGETEAM will try to repair its products within a reasonable period.

- e) INGETEAM reserves the right to supply a different model of product to cover the Warranty rights, or for any substitution or extension, in case that the original model of product is not manufactured anymore. All the products replaced in case of substitution will be property of INGETEAM.
- f) If on arrival at the factory the product and/or component returned for repair is deemed to be in perfect operating conditions, INGETEAM shall communicate to the customer any costs arising from the analysis and testing procedures.
- g) In case the defect of the product and/or component returned for repair is deemed not to be covered by the warranty, INGETEAM will carry out the needed repairs, only after having informed the Customer by sending a quotation for the repair costs and having received the Customer's formal acceptance of such quotation.

4) Limitations of the manufacturer's liability

- a) INGETEAM shall not be liable to the Customer, whether directly or indirectly, in the event of failure to or delay in complying with the warranty obligations due to causes of force majeure or any other unforeseen event and beyond the control of INGETEAM.
- b) The responsibility of INGETEAM arising under these warranty terms shall be limited to the obligations stated above and to the amount paid for that specific product 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.
- c) The Warranty limitations mentioned here above will be applicable unless they are against legal prescriptions currently running on each country in reference with product liability. In the event of conflict with any of those prescriptions, the nullity will affect only to that clause in particular, remaining valid the rest.

5) Consumer rights under Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

6) Rates for the Provision of Services

Any work, whether this be repair or replacement work, not cover under the scope of the present warranty, shall be for the customer's account in accordance with the applicable "Service Rates".

7) Industrial and Intellectual Property

All the technology, planning, invention, work, design, process, know-how, software, calculation, as well as the manual, method, solution, idea, improvement, modification, contribution and in general, all information or associated documentation developed or supplied by INGETEAM related to the offer, execution of the contract or incorporated in the design or functioning of the supply that implies industrial or intellectual property will always be the exclusive property of INGETEAM, since the Customer cannot avail himself of the same in his own favor or in that of third parties without the prior written consent of INGETEAM for aims other than the fulfilment of the contract, as with the functioning and maintenance of the supply.

8) Date of validity of this document

This Warranty document is valid from the date of its edition and will be applicable to all the Ingecon® Sun standard Products, manufactured from that date and until the date of a new edition, which will be published opportunely on Ingeteam's web page (www.ingeteam.com).