

## Sunways Solar Inverter Warranty Conditions

### 1. Scope of provisions

- 1.1. These warranty conditions apply solely for the following Sunways Solar Inverters: NT 2500, NT 3000, NT 3700, NT 4200, NT 5000, NT 8000, NT 10000 (850 V), NT 10000 (900 V), NT 11000, NT 12000, AT 2700, AT 3000, AT 3600, AT 4500 and AT 5000, acquired within the European Union or Switzerland from 1 January 2010 by consumers within the meaning of Section 13 of the German Civil Code (BGB).
- 1.2. Reference is hereby expressly drawn to the fact that this manufacturer's declaration is without prejudice to warranty claims and rights afforded to the consumer under the contract of sale or work performance contract with the respective seller.

### 2. Definitions

Sunways	Sunways AG, Macairestrasse 3-5, 78467 Constance, Germany
End user	End user is the party that has acquired a Solar Inverter for use in accordance with its intended purpose and not for resale.
Installer	Recognised professional who installs, exchanges or repairs Sunways Solar Inverters.
Standard warranty	Warranty granted to the end user by Sunways.
Extended warranty	Warranty granted to the end user by Sunways extending beyond 5 years.
Replacement unit	Replacement unit is a unit supplied by Sunways AG that is of at least equivalent standard to the defective unit. Under certain circumstances, the unit may have different dimensions or include different features.
Defect	A defect is deemed to have occurred where an inverter demonstrably fails to function properly.

### 3. Conditions

- 3.1. In the event of defects in units acquired by a consumer (Section 13 BGB) and distributed by Sunways within the European Union or Switzerland, the manufacturer agrees to remedy the defect in the unit to the extent stated below.
- 3.2. The manufacturer's declaration is without prejudice to warranty claims and rights afforded to the consumer under the contract of sale with the respective seller.

### 4. Formation of warranty agreement

- 4.1. Formation of the warranty agreement first occurs following successful product registration, which is effected by sending in the fully completed warranty form provided with every Solar Inverter.
- 4.2. Registration must be effected to Sunways AG, Constance, in writing or by fax within 4 weeks from installation of the system, whereby the date as postmarked or the fax report date shall be decisive.
- 4.3. Alternatively, within the same period the end user or installer may also register the units online.

## **5. Warranty period**

- 5.1. The standard warranty period is five years following purchase of the Solar Inverters by the end user or a maximum period of five years and 6 months from the time of delivery ex works Sunways, Constance.

## **6. Extended warranty**

- 6.1. Within 24 months from purchase of the Solar Inverter by the end user, an extended warranty in accordance with these conditions may be acquired subject to charge for a period of 10 years (all Solar Inverters according to 1.1.), 15, 20, or 25 years (not valid for NT 8000 / NT 10000 (850 V)).
- 6.2. Following purchase, the extended warranty is evidenced by way of a warranty certificate, which will be sent to the customer by email or by post.

## **7. Scope of warranty**

- 7.1. Should a defect occasioned by Sunways occur within the warranty period, at its own choice Sunways will exclusively remedy the unit defect or supply a replacement unit without charge. With the existence of warranty claim this service is free.
- 7.2. This declaration does not give rise to any further claims, for example, compensation for costs resulting from installation or removal of the unit and compensation for consequential loss such as loss of turnover or earnings.
- 7.3. This declaration does not give rise to any further claims.

## **8. Exclusion of warranty**

- 8.1. Claims under this warranty are precluded in the following instances:
1. Improper use of the Solar Inverter
  2. Interference, modification or attempted repairs to the unit or opening of the housing by persons not authorised by Sunways
  3. Unsuitable installation location
  4. Force majeure, particularly lightning strike, water damage, vandalism, fire, surge, storm
  5. Transportation or installation damage
  6. Substandard, improper planning, installation, start-up or operation
  7. Failure to observe pertinent regulations, standards or handbook instructions
  8. Installation and operation of units in countries other than those stated in the scope of application
  9. Defects for which Sunways is not responsible
  10. Non-defective units (determined by Sunways during repair)
- 8.2. Should Sunways determine any such exclusion of warranty, a flat rate for the cost of inspection and the previously delivered replacement units plus the incurred transport fees will be charged in accordance with the current service price list. In the event of failure to establish a defect in the unit, a flat rate of EUR 100 will be charged to cover the cost of inspection.

## **9. Warranty process**

- 9.1. Suspected defects in your Solar Inverter must be notified to your installer by telephone without delay; the installer will then instigate any subsequent steps to be taken. Failure to do so will result in loss of any claims extended to you on the basis of this declaration. Following notification, your installer will inspect the system for defects and, if necessary, will contact our technical hotline.
- 9.2. Within a few days of replacement unit consignment, the defective unit will be collected from you by a transport company nominated by Sunways. Please note that units returned to us without return approval from the Sunways AG technical hotline will not be accepted or processed.
- 9.3. Prior to collection, the defective unit must be securely packed using the replacement unit packaging. The carrier may only accept Solar Inverters that are secured for transport in the original packaging.
- 9.4. The return note enclosed with the replacement unit must be filled out in full and included with the defective unit. The return note is required to ensure correct transfer of the remaining warranty period to the replacement unit.
- 9.5. The remaining warranty period for the defective unit will transfer to the replacement unit, whereby the replacement unit will, nonetheless, have a minimum 6-month warranty. Transfer of the warranty will be recorded by Sunways and, upon request, evidenced for the customer by way of a warranty transfer certificate.
- 9.6. Upon effecting exchange, title to the replacement unit passes to the customer and title to the defective unit passes to Sunways.

## **10. Limitation of actions period**

- 10.1. Insofar as Sunways does not acknowledge a claim duly asserted on the basis of this declaration within the claims period/warranty period, all claims on the basis of this declaration will be barred by limitation 6 months from the time of assertion of the claim; however, not prior to expiry of the claims period.

## **11. Repair and exchange services following expiry of the warranty**

- 11.1. Following expiry of the warranty period, you may exchange your old unit for a new unit at special terms. Commensurate prices are detailed in the separate price list, which is available on request.

## **12. Legal venue and applicable law**

- 12.1. The courts in Constance are the local legal venue in respect of all disputes arising from this agreement.
- 12.2. This declaration and all claims, rights and obligations arising therefrom are exclusively subject to substantive German law exclusive of standards of international private law and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.