

## SCHNEIDER ELECTRIC CONTRACTUAL WARRANTY

**This Schneider Electric Contractual Warranty applies to the following products:**

- Conext Core XC Series Inverters

**Geographic Validity:**

- France, Greece, Germany, Italy, Israel, Romania, Spain, Ukraine, Russia, United Kingdom, Republic of South Africa, India, China, Korea, Thailand, Malaysia, Australia, Puerto Rico, Mexico, Brazil, Chile, or other additional geography upon validation by Schneider Electric

**Length of Warranty:**

- Five(5) years, unless applicable law requires a longer period in which case it will be that period of time

“**Schneider Electric**” means the local legal entity of Schneider Electric that sold you (either directly or indirectly) the products.

“**Product**” means the Schneider Electric or related branded inverter product (or other related device as identified above) that you purchased from Schneider Electric or through an authorized reseller or retailer.

### 1. Warranty Claims and Warranty Period

This Contractual Warranty is provided by Schneider Electric and covers defects in workmanship and materials in your Product. This warranty period commences 90 days from the date of the Schneider Electric commercial invoice or from the date the Product is commissioned, whichever is first, and expires on the same date five (5) years later, unless otherwise agreed in writing (the "Warranty Period"). This Contractual Warranty is transferable to subsequent owners but only for the unexpired portion of the Warranty Period.

### 2. Warranty Coverage

If your Product becomes defective and you notify Schneider Electric of such defect within the Warranty Period, Schneider Electric will repair or replace the defective Product (at no charge to you) with new or reconditioned parts, or similar parts of functional equivalence, provided that Schneider Electric through inspection establishes the existence of such a defect which is covered by this Contractual Warranty. Alternatively, Schneider Electric may elect (at its sole discretion) to provide you with cash compensation equal to the Product's value.

If Schneider Electric repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period or 90 days from the date of the return shipment to the customer whichever is greater. All replaced Products and all parts removed from repaired Products become the property of Schneider Electric.

### 3. Warranty Limitations

This Contractual Warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. The warranty claims that relate to damages, failures or defects caused by any of the following factors are not covered by this Contractual Warranty:

- Failure to commission the Product within twenty-four (24) months<sup>1</sup> from the date of the Schneider Electric commercial invoice, or if the Product has been commissioned, shutting down or depowering the Product for a period in excess of twenty-four (24) months.

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<sup>1</sup> The Product may need to be charged, recharged or reconditioned to restore the internal properties of the Product's capacitor if it has not been operated for an extensive period of time in which case you will be responsible for all applicable fees and costs of such restorative services. If you plan to store the Product prior to commissioning or to depower the Product after commissioning, please review the storage instructions and guidelines within the Product's Planning and Installation Manual and the Operation and Maintenance Manual.

Improper use or non-compliance with installation, commissioning, operation or maintenance instructions (i.e. not according to the Planning and Installation Manual and Operation and Maintenance Manual),

- Unauthorized commissioning, modifications, changes or attempted repairs,
- Vandalism, destruction through external influence and/or persons/animals,
- Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or that is difficult or unsafe for Schneider Electric representatives to access,
- Insufficient ventilation,
- Installation in a corrosive environment including, for example, an environment in which the Product is exposed to acid rain, hydrogen sulfide or excessive salt in the air (except for any such exposure to environmental conditions that your Product was specifically designed to withstand as indicated in the applicable specifications for your Product),
- Failure to observe applicable safety standards & regulations,
- Damages during transportation or storage,
- Force majeure, examples include, but not limited to: fire, flood, earthquakes, storm damage, overvoltage & lightning strikes
- Exposure to fire, water, snow, moisture, or liquid ingress or sand (except for any such exposure to environmental conditions that your Product was specifically designed to withstand as indicated in the applicable specifications for your Product),
- Used as a component part of another product expressly warranted by another manufacturer,
- If the original identification (trade-mark, serial number) markings have been defaced, altered, or removed,
- Consumable components of any type are not covered by this Contractual Warranty, including but not limited to fuses, surge arrestors and filters, and
- Cosmetic shortcoming which do not impair the use of the Product for the intended purpose i.e. supply of energy.

Warranty claims also exclude:

- Damages arising due to the fact that the use of the Product for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the Product made after the delivery of the Product,
- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair & replacement of the Product (including but not limited to labor, transportation, temporary power),
- Costs or damages arising from changes to existing PV systems, building installations or other site changes, and
- This warranty only applies to defects in workmanship and materials which does not include claims involving regulatory compliance. To make sure your Product meets the applicable regulatory requirements which are in place at the time of purchase, please see the applicable Product Manuals and/or your sales contract.

#### **4. Warranty Return and Repair Process**

Contact Schneider Electric Customer Service representative with brief description of the error to evaluate & troubleshoot the issue while the Product is in the field as many problems can be solved on site.

Please contact your local Schneider Electric Customer Service Center or visit our website at:

<http://www.schneider-electric.com/sites/corporate/en/support/operations/local-operations/local-operations.page>

When you contact Schneider Electric to obtain service, please have your Operation and Maintenance Manual ready for reference and be prepared to supply:

- The serial number and Product code of your Product
- Information about the installation and commissioning, or inspection certificate
- Information about the failure
- A copy of your dated Schneider Electric commercial invoice

#### **5. Out of Warranty Service**

If the Warranty Period for your Product has expired, if the Product was damaged by misuse or incorrect installation, if other conditions of the warranty have not been met, or if no dated proof of purchase is available, your Product may be serviced or replaced for a fee, as determined by Schneider Electric in its sole discretion.

Contact Schneider Electric Customer Service Representative according to Section 4 above.

## **6. Disclaimer of Implied and Other Warranties and Limitation of Liability**

THIS CONTRACTUAL WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SCHNEIDER ELECTRIC IN CONNECTION WITH YOUR SCHNEIDER ELECTRIC PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS CONTRACTUAL WARRANTY

IN NO EVENT WILL SCHNEIDER ELECTRIC BE LIABLE FOR: (A) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE; (B) ANY LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF SCHNEIDER ELECTRIC 'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER PRODUCT OR SYSTEM; AND (C) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT BY PERSONS NOT AUTHORIZED BY SCHNEIDER ELECTRIC.

### **LIMITATION OF LIABILITY**

WHERE APPLICABLE LAW ALLOWS AND DOES NOT PROHIBIT OR LIMIT SUCH LIMITATION, SCHNEIDER ELECTRIC'S LIABILITY FOR ANYTHING RELATING TO THIS PRODUCT SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.

IF APPLICABLE LAW DOES NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES, LIMITATION OF LIABILITY, ON THE DURATION OF AN IMPLIED WARRANTY, OR ON THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION(S) OR EXCLUSION(S) WILL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS CONTRACTUAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH WILL VARY FROM JURISDICTION TO JURISDICTION.