

Frame Agreement - WARRANTY CONDITIONS 2009

Introduction

These agreements are conventional conditions further and additional to the legal warranty for our products and only refer to the goods produced by Power-One, any “accessories” being hereby expressly excluded.

In the event of a discrepancy and/or difference and/or incompatibility with the content of the general sale conditions, the content of the general sale conditions must be considered to prevail.

Guarantee Conditions

1) VALIDITY

The validity and applicability of this warranty is subordinate to the full payment of the supply by the purchaser.

2) RESPONSIBILITY OF THE MANUFACTURER

EXCEPT WHERE EXPRESSLY ESTABLISHED HEREIN, THE MANUFACTURER DOES NOT RECOGNISE ANY OTHER TYPE OF DIRECT OR INDIRECT WARRANTY. TO BE MORE SPECIFIC, THE MANUFACTURER MAY NOT BE CONSIDERED TO BE RESPONSIBLE FOR LOSS OF PROFITS, BREACHES OF LAW OR INDIRECT DAMAGES WHICH ARE ACCIDENTAL, SPECIAL OR CONSEQUENT DERIVING FROM THE USE OF THE PRODUCT IN WHATEVER WAY IT IS USED.

NO REIMBURSEMENT, INDEMNITY AND/OR COMPENSATION WILL BE DUE FROM THE MANUFACTURER WITH REGARD TO ANY CAUSE RESULTING FROM THE NON-PRODUCTION OF SYSTEM ELECTRICAL ENERGY, WITH THE SOLE EXCEPTION SPECIFIED BY ART. 7 BELOW).

3) DURATION

The duration of this conventional warranty is:

- 66 months for the inverters with the exception of PVI-10.0-OUTD and PVI-12.5-OUTD models;
- 126 months for the PVI-10.0-OUTD and PVI-12.5-OUTD models and their variants;

At the end of this period, the warranty will be considered to be automatically ended, without the need for any communication and excluding all extension rights.

The parts repaired or replaced under the terms of this warranty are guaranteed for 18 months from the date of delivery of the parts, or in accordance with the time terms of the original warranty if the original warranty expires later.

4) FUNCTIONING OF THE POWER LINE MODEM (PLM)

The Manufacturer hereby reserves the right to modify the product at any time, without any obligation to inform the clients. The Manufacturer does not guarantee the functioning of the data communication system via Power Line Modem (PLM) in the presence of electrical networks with harmonic distortion or high-frequency disturbance of the type identifiable at industrial sites or irregular loads (motors not adequately shielded, switching power supply units, power inverters, etc.) and specifically does not recognise any responsibility for the irregular functioning of the data transmission due to electrical network distortion phenomena. In addition, the Manufacturer does

not recognise any responsibility for the irregular functioning of the data transmission in the event of the simultaneous presence of other equipment with Power Line Modems.

5) CONVENTIONAL WARRANTY EXCLUSIONS

The conventional warranty must be considered to be excluded in the following cases:

- Damage caused during transport if the goods are delivered ex-works at Power-One.
- Installation, assembly and start-up which are not carried out in a workmanlike manner or without total compliance with the instructions contained in the Product Installation and Use Manual.
- Negligence or failure to comply with the ordinary maintenance instructions for the inverters in the PVI-CENTRAL series unless expressly included in the offer by Power-One, as reported in the Installation and Use Manual, which includes the regular cleaning and checking of the filters, checking of all the securing devices and a functional check.
- Removal of the cover or other parts of the unit (unless expressly required and only for the time necessary to complete the installation operations), unauthorised tampering, altering or repairs
- Failure to comply with the environmental compatibility instructions (e.g. altitude, humidity, temperature, etc.)
- Insufficient ventilation and installation in unsuitable environments (presence of excessive dust or corrosive substances)
- Failure to comply with the applicable safety standards
- *Force majeure* (including, but not limited to, lightning and other events related to the presence of atmospheric disturbance, wars, revolutions, acts of terrorism, network over-voltages, network power surges, fires, vandalism, and any other event out of the control of the Manufacturer, regardless of whether the Manufacturer is aware of the possibility that this event may occur.
- Wear and tear, also inevitable in the case of correct use (natural consumption).
- Over-voltages on the DC and AC side caused by input or output voltages which are too high not induced by the machine.
- Controllers;
- Accessories;

6) TOTAL EXCLUSION FROM WARRANTY

The following components are also excluded from this warranty:

- Fuses, both input on the DC side and output on the AC side
- Arresters and varistors protecting against over-voltages and surges
- Dust filters

7) WARRANTY SERVICES

Service levels

Notwithstanding the recognition of the Entry service level, described below, Power-One at its own incontestable decision, reserves the right to differentiate the warranty level on the basis of the conditions specified during the product economic offer stage.

Entry Level.

With this service level, Power-One undertakes to

- a) offer a technical help desk service to the purchaser to assist in fault solving. This service is active from 8:00 AM to 5:00 PM, Monday to Friday, by calling the Power-One Free-Phone Number.
- b) offer training on the product and the identification of product faults. This Training will take place at the production headquarters of Power-One or at the referred commercial Power-One offices for the purchaser. Power-One is also willing to consider the possibility of holding the training course at a location proposed by the purchaser. In this case, the purchaser will incur the costs relating to the transfer of the specialist Power-One personnel as will be agreed between the parties.
- c) guarantee the repair or replacement, at its own incontestable judgement, of the faulty part within ten working days of the receipt of the part at the production plant of Power-One. It is understood that the delivery costs to and from the installation site and the relative de-installation and costs for the part are the total responsibility of the purchaser.

in the event of proven non-production of system energy due to causes directly related to machine faults, which are included in the faults covered by the warranty, Power-One will reimburse an amount equal to the actual and proven loss of energy production according to the following rates:

- 1,5 €/day per KWp installed (Italy and Spain)
- 1,0 €/day per KWp installed (Germany)

- d) only for the non-production due to the excess time for repairing/replacing the parts covered by the warranty, with the exclusion of the times for delivering these and/or causes of *force majeure* not dependent on Power One

Level 1.

With this service level, as well as the items covered by the Entry level in points a) and b), Power-One undertakes to bear the delivery costs to and from the installation site or another address specified by the purchaser (1).

The methods for the delivery of the faulty part and the methods for the return after repair are in accordance with the standard service of the delivery agent agreed with Power-One and, in any case, may not exceed 10 working days each way.

In the event of proven non-production of system energy due to causes directly related to machine faults, which are included in the faults covered by the warranty, Power-One will reimburse an amount equal to the actual and proven loss of energy production according to the following rates:

- 1,5 €/day per KWp installed (Italy and Spain)
- 1,0 €/day per KWp installed (Germany)

only for the non-production due to the excess time for repairing/replacing and delivering the parts covered by the warranty, with the exclusion of causes of *force majeure* not dependent on Power One. Delays in delivery due to unavailability of the receiving party are not reimbursed.

If the analysis of the alleged faulty part reveals no part defect or fault which relates to the faults covered by the warranty, Power-One will charge the purchaser the costs for the collection and delivery of the part.

Level 2.

With this service level, Power-One offers, as well as the items covered in points a) and b) of the previous service levels, the delivery, to the destination specified by the purchaser, of a replacement part equivalent to the part identified as faulty within two working days of the notification of the fault (1).

The purchaser will organise, in accordance with the instructions of Power-One, the delivery of the faulty part to Power-One within 10 working days of the receipt of the replacement part at the destination.

The delivery costs for the replacement part and the costs for the return of the faulty part will be borne by Power-One (1).

In the event of proven non-production of system energy due to causes directly related to machine faults, which are included in the faults covered by the warranty, Power-One will reimburse an amount equal to the actual and proven loss of energy production according to the following rates:

- 1,5 €/day per KWp installed (Italy and Spain)
- 1,0 €/day per KWp installed (Germany)

only for the non-production due to the excess time for delivering the replacement parts, with the exclusion of causes of *force majeure* not dependent on Power One. Delays in delivery due to unavailability of the receiving party are not reimbursed.

If the analysis of the alleged faulty part reveals no part defect or fault which relates to the faults covered by the warranty, Power-One will charge the purchaser the price of the replacement parts and the corresponding delivery costs incurred.

Level 3.

With this service level, Power-One undertakes to guarantee, as well as the matters covered in point a) of the Entry service level, solving of the faults which are the responsibility of Power-One and the repair of the machine by means of direct operations on site by its personnel or personnel authorised by it (extraordinary maintenance), within two working days of the notification of the fault by the client. The delivery costs (1) as far as the site of the spare parts required to repair the machine and the delivery costs from the site to the Power-One warehouse of the faulty part and the out of pocket expenses of the personnel who repair the machine are covered by Power-One.

If the assistance request procedure has been carried out duly, in the event of the failure to restore correct system functioning which is the responsibility of Power-One within two working days, Power-One will reimburse an amount equal to the actual and proven loss of energy production according to the following rates:

- 1,5 €/day per KWp installed (Italy and Spain)
- 1,0 €/day per KWp installed (Germany)

until the system itself is working again.

Should the problem not be included in the faults covered by the warranty Power-One will reserve the right to charge the customer for the costs incurred.

(1) With the exception of the Entry service level, the higher service levels are only offered in the countries of the European Union and Switzerland. For non-EU countries, with the exception of Switzerland, level extensions are subject to separate negotiations.

SERVICE LEVEL 3 IS PROVIDED BY DEFAULT IN ITALY, GERMANY AND SPAIN.

These service levels may be implemented within specific warranty assistance programs defined locally by each commercial Power-One office. We recommend you contact your local Power-One offices in order to receive information about these programs.

None of the service levels mentioned in this document implies the provision of any ordinary maintenance service for the products by Power-One, the string inverters or the PVI-CENTRAL series inverters. For these, the ordinary maintenance service, if offered by Power-One, will be quantified separately within the economic offer.

Procedure for requesting assistance for machines covered by warranty.

In the event of a fault within an inverter within the terms of the product warranty, you must comply with the following procedure in order to benefit from the warranty service.

Notify the fault to one of the following numbers:

Italy: 0559195494 or 0080000287672
Germany: 0800-2200211

Please provide the P/N and the serial number of the faulty machine.

The operator will provide any information required to document and trace the fault and any information which is useful for subsequent analysis. Please always provide the following information:

- the company name and VAT number of the installer or individual who requires the service;
- the address at which you wish to receive the replacement unit or the spare parts;
- a fax number or e-mail address and telephone number to be used for the communications required to provide the warranty service;
- the model of the faulty inverter;
- the serial number of the faulty machine;
- any request for an estimate for on site work by Power-One personnel

The receipt by Power-One, also possible in written form, of all the information required will give rise to the warranty assistance service, which envisages the following:

- a) FOR ALL SERVICE LEVELS: issuing of an RMA number associated to the specific warranty service which the purchaser must report in subsequent communications and any transport documents for the goods returned to Power-One
- b) FOR SERVICE LEVELS 1 and 2: the instructions for the return of the faulty part (name of the courier and account number to be used for the delivery) to Power-One.
- c) FOR SERVICE LEVEL 2 ONLY: return of the spare part within two working days to the address specified to the purchaser.
- d) FOR SERVICE LEVEL 3 ONLY: solving of the fault on site by Power-One personnel or personnel authorised by it within two working days of the notification of the fault.

For service level 2, the purchaser who has asked for the service must send, within 10 working days, to the following address, the faulty material de-installed, re-using the packaging for the spare parts. If Power-One Italy does not receive the faulty material within 30 days, Power-One reserves the right to bill the purchaser who has asked for the service for the spare material sent.

Address for sending the faulty material to: Power-One Italy Spa
Via San Giorgio 642
52028 Terranuova Bracciolini (AREZZO)
Tel. 055 91951