

# Terms for the warranty / extending the warranty on the PT series

## 1. Services

Under the warranty / warranty extension Sunways AG will solely provide the services set out below:

- 1.1 Under the terms of the warranty / of the warranty extension Sunways AG will mend or repair the device without charging for materials (replacement parts only, not wear parts) and labour.
- 1.2 Should a fault occur in the Sunways Solar Inverter of the PT series the fault must be reported to Sunways AG. Customers can report faults Monday to Friday (excluding public holidays in Baden-Württemberg) 7.30am - 6pm on +49 (07531) 996 77-577. Sunways AG will then instruct a Sunways service technician or Sunways service partner to eliminate the fault and have replacement parts sent if necessary.
- 1.3 Sunways AG should be granted sufficient time and opportunity to remedy a defect. Sunways AG will normally respond by repairing or initiating repair of the fault within 72 hours of the fault being reported inside Germany (Monday to Friday 7.30am – 6pm, excluding public holidays in Baden-Württemberg or the place where the Solar Inverter is installed).

## 2. Formation of warranty extension

- 2.1 The warranty extension shall come into force once the product has been successfully registered. This involves sending off the completed warranty form which is included with every Solar Inverter.
- 2.2 Registration must be received by Sunways AG, Konstanz in writing or by fax within 4 weeks. The date of the postmark or fax report shall serve as proof.
- 2.3 Alternatively devices can also be registered online by the end customer or installer within the same period.

## 3. Period of warranty

The standard warranty period is five years after date of purchase of the Solar Inverter by the end customer, a maximum of 5 years and 6 months from the time of delivery from Sunways, Konstanz ex works.

## 4. Warranty extension

- 4.1 A warranty extension of 10, 15 or 20 years can be purchased by the end customer within 6 months following purchase of the Solar Inverter in accordance with these conditions.
- 4.2 After the extension is purchased, a warranty certificate shall be sent to the customer by e-mail or post.

## 5. Warranty exemptions

- 5.1 Claims arising from this contract are invalid if repairs and/or maintenance on the Sunways Solar Inverter of the PT series were carried out by persons other than Sunways service partners or Sunways service technicians, unless the fault as defined in No. 1.2 does not result from these.
- 5.2 Likewise excluded are claims arising out of this contract in the following instances:
  - Inadequate ventilation of the device and its premises;
  - Damage during transportation;

- Incorrect installation or commissioning;
- Failure to comply with the relevant safety regulations (incl. VDE [German Association for Electrical, Electronic and Information Technologies] guidelines);
- Failure to follow the manufacturer's guidelines;
- External causes (e.g. force majeure, lightning strike, damage caused by water, vandalism, fire, electrical surge, storms etc.);
- Damage to the Solar Inverter of the PT series caused by third parties.
- Missing proof (maintenance protocol) of the yearly maintenance, effected by the customer
- Missing warranty registration

- 5.3 If Sunways determines such a warranty exemption or if a device defect is undetectable, the incurred expense/service shall be invoiced in accordance with the current service price lists.

## 6. Processing warranty claims

If you detect a defect in your Solar Inverter, please call your installer immediately, so that he can determine the next action to take. Failing this, any rights to this declaration are waived. Your installer shall inspect the equipment for defects. If required, your installer shall contact our technical hotline.

## 7. Statutory limitation

Claims arising from this warranty / this warranty extension are invalid after one year following the occurrence of the fault.

## 8. Additional claims

- 8.1 The preceding provisions regulate customers' claims arising from the warranty / the warranty extension definitively: in particular the warranty / the warranty extension does not include meeting the costs of direct or indirect consequential damage.
- 8.2 This warranty / warranty extension does not affect customers' statutory rights against the supplier of the Sunways Solar Inverter of the PT series.

## 9. Concluding provisions

- 9.1 Legal relations in connection with this contract are governed by German law, excluding the United Nations Convention on Contracts for the Sale of Goods (CISG).
- 9.2 For customers' dealings with traders or legal persons under German public law or special assets governed by public law, or any disputes arising directly or indirectly out of this contractual relationship the sole place of jurisdiction shall be Konstanz, Germany where Sunways AG has its head office. Sunways AG is however also entitled to take legal action where the customer is domiciled.
- 9.3 Even if individual terms become legally invalid the remaining terms of the contract remain binding. The invalid terms should be replaced by those which are most likely to achieve the economic purpose of the invalid terms. This applies equally to loopholes in the regulations.