

# WARRANTY CONDITIONS XS, XL AND CS INVERTERS

These warranty conditions apply to manufacturer's warranty of the XS, XL and CS range of inverters by Mastervolt International BV. The standard warranty consists of 5 consecutive years. When referred to 10 years the standard warranty of 5 years is extended by 5 years, totaling 10 years. When referred to 20 years the standard warranty of 5 years is extended by 15 years, totaling 20 years.

## 1. Warranted Products

This manufacturer's warranty applies to the XS, XL and CS range of grid-connected transformer-type inverters for photovoltaic systems supplied by Mastervolt International BV (MVI) as far as these inverters were evidently purchased as new units from MVI or from a wholesaler, retailer or specialist installation company authorized by MVI. Such evidence is regarded as given when MVI is provided with the original warranty document showing the actual serial number of the inverter, issued to the warranted used and documenting the purchase of the total 20-years manufacturer's warranty by the warranted user.

## 2. Beneficiaries from this manufacturer's warranty

MVI grants this manufacturer's warranty only to users who demonstrably have purchased a Warranted Product and are the actual users, and who have purchased the warranty document showing the actual serial number of the Warranted Product ("Warranted User"). Traders of any kind and trade level do not gain from this manufacturer's warranty any rights and claims against MVI.

## 3. Establishment of the warranty

The manufacturer's warranty is meant as an offer by MVI directly to the Warranted User on entering a warranty agreement under the conditions laid down in this document. The warranty contract is established directly and automatically between MVI and the Warranted User as soon as the following conditions are fulfilled cumulatively:

1. Purchase of a Warranted Product.
2. Written notification of name and address of the Warranted User supplied to MVI.
3. Warranty document issued to the named Warranted User and showing the actual serial number of the inverter.

## 4. Warranty purchase

The warranty document can be purchased up to 1 month after installation and commissioning of the Warranted Product at the Warranted User's premises or 1 year after original shipping date by MVI, whichever comes first. Official starting date is indicated on the warranty document.

## 5. Coverage of the manufacturer's warranty

The manufacturer's warranty grants the Warranted User warranty rights vis-à-vis the manufacturer of the Warranted Product. Warranty rights vis-à-vis the respective vendor and statutory product liability rights are unaffected by the manufacturer's warranty.

## 6. Period and assertion of the manufacturer's warranty

- 5 years – Standard

The manufacturer's warranty applies to defects of the Warranted Products which demonstrably occur between the beginning of the 1st and the end of the sixtieth (60th) month after starting date of the warranty of the Warranted Product at the Warranted User's premises (Warranty Period). This Warranty Period ends not later than 66 months after the manufacturing date of the Warranted Product, as stated on the type plate of the Warranted Product. The costs for 5 years warranty are incorporated in the product price.

- 10 years – Optional at additional charge

The manufacturer's warranty applies to defects of the Warranted Products which demonstrably occur between the beginning of the sixty-first (61st) and the end of the hundred twentieth (120th) month after starting date of the warranty of the Warranted Product at the Warranted User's premises (Warranty Period). This Warranty Period ends not later than 126 months after the manufacturing date of the Warranted Product, as stated on the type plate of the Warranted Product. Pricing for 10 years warranty are published in Mastervolt Solar Price List and can be updated annually without prior notice.

- 20 years – Optional at additional charge

The manufacturer's warranty applies to defects of the Warranted Products which demonstrably occur between the beginning of the sixty-first (61st) and the end of the two hundred fortieth (240th) month after starting date of the warranty of the Warranted Product at the Warranted User's premises (Warranty Period). This Warranty Period ends not later than 246 months after the manufacturing date of the Warranted Product, as stated on the type plate of the Warranted Product. Pricing for 20 years warranty are published in Mastervolt Solar Price List and can be updated annually without prior notice.

For Warranted Products repaired or replaced by MVI, the manufacturer's warranty expires with the end of the original Warranty Period. Legal and/or contractual warranty claims of any kind, which arise during a statutory or contractual warranty period, can not be derived from this manufacturer's warranty. Any claims based on the manufacturer's warranty must be asserted in writing by the Warranted User to MVI within the Warranty Period. Such warranty claims can be submitted through an authorized specialist retailer, wholesaler or specialist installation company, or through the local MVI service identities. A warranty claim will only be processed upon submitting the customer and site details including the material number and serial number of the defective equipment.

## 7. Rights under the manufacturer's warranty – Damage and costs not covered

If a defect of the Warranted Product occurs during the Warranty Period and if MVI is responsible for this defect and if this defect impairs or reduces the feed power of the Warranted Product to a significant extent, MVI will choose to carry out either free-of-charge repairs or free-of-charge replacement of the Warranted Products with a product of at least the same feed power rating. Such repairs or replacement will be carried out by the MVI factory, MVI service identities or MVI authorized Service Resellers. Transport to MVI must be in the original packaging or other packaging that is at least of the same quality as the original packaging. If the Warranted user requests repair or replacement at a site other than the MVI factory, MVI can agree to this request. In this case, however, the Warranted User will bear any travel costs and additional labor costs according to MVI standard rates.

Any claims from this manufacturer's warranty beyond free-of-charge repair or free-of-charge replacement are excluded, especially any claims on compensation for defect-related capital damage, e.g. loss of profit including compensation for loss of power fed into the grid, costs of installation and de-installation and costs of fault diagnosis.

If no defect is found in the Warranted Product sent in for repair or replacement, or if there is no claim based on the manufacturer's warranty for any other reason, MVI may demand from the Warranted User an administration fee (flat rate per product) plus the costs of transport back to the Warranted User.

Any claims based on this manufacturer's warranty expire 6 months after occurrence of the fault, but not later than 3 months after the end of the Warranty Period.

## 8. Exclusion cases

Any claims of the Warranted User are excluded in the following cases:

- Improper use.
- Unprofessional or incorrect installation, installation not complying to standards, or installation not following the installation instructions or advisories provided by MVI.
- Unprofessional or incorrect operation and use, or operation and use against the operating advisories or instructions provided by MVI.
- Operation with defective protective systems.
- Any unauthorized modifications or repairs.
- Use of replacement parts and accessories non-compliant with the original MVI specifications.
- Failure to perform continuous maintenance according to the maintenance instructions and advisories provided by MVI.
- Failure to make possible maintenance work to be carried out by MVI according to the terms of paragraph 9 below.
- Installation of a photovoltaic system with more than 10 (ten) inverters of the MVI XS range, more than 3 MVI XL range or more than 3 MVI CS range without Mastervolt Data Control Pro according to the terms of paragraph 9 below.
- Functional impairment or breakdown due to ageing and wear of MVI inverter parts or components not relevant to power feeding.
- Removal, damage or destruction of the sealing or the type plate installed by MVI.
- Foreign-body influence and force majeure.
- Non-compliance with applicable safety regulations.
- Transport damage.
- Lightning damage.

## 9. Maintenance by the manufacturer of the XS/XL/CS inverters

MVI intends to carry out maintenance and inspections of the Mastervolt inverters, either itself or through authorized third parties, voluntarily and without legal claim of the Warranted Users, depending on the respective installation sites and the conditions and situation there, the level of utilization and necessity. To this end the Warranted User agrees to allow MVI and their authorized representatives access to the inverters and the connected associated photovoltaic system at times arranged in advance.

## 10. Operation of large-scale systems

If a Warranted User sets up a photovoltaic system with more than 10 (ten) XS inverters, more than 3 XL inverters and/or more than 3 CS inverters and if same Warranted User purchases a warranty extension to 20 years, the Warranted User has to fit the system, for maintenance purposes, with a Data Control Pro.

As stipulated in paragraph 8 this means connecting the Data Control Pro to the Internet in order to allow MVI to access the system data via the Internet on a case-to-case basis. Technical details and requirements are given in the valid Instruction Manual of the MVI Data Control Pro. MVI undertakes to use the data extracted through above mentioned data access only for internal product monitoring and development purposes and not to pass or make accessible these data to third parties without prior written consent from the respective Warranted User. The above data call-up by MVI does not result in any legal claim of the Warranted User to have these data evaluated or to be informed about the result of an evaluation.

## 11. Portability of the warranty

This warranty agreement and the rights that result from it can only be transferred from a Warranted User to a third party with advance written approval. The warranty expires automatically when the warranted products are removed from the original installation and operation site and installed at a different location.

Notwithstanding the above stipulations, the warranty may be transferred to a third user if:

1. The new user acquires the operation real estate from the Warranted User.
2. Proof of the acquisition is presented to MVI stating the third user.
3. The installed Warranted Products remain unchanged.
4. The third user declares to MVI their agreement to the warranty conditions set down in this document.

## 12. General provisions

Claims by the Warranted User based on this manufacturer's warranty can only be transferred to third parties with prior written consent of MVI.

Should any clause of this manufacturer's warranty be or become void, all other stipulations of the manufacturers warranty remain in force. In place of the clause that is or has become void, a valid clause is automatically regarded as agreed. The replacement clause will be as close as possible to the voided clause in its economic substance. The same rule applies to any missing clause in this agreement.

This manufacturer's warranty is subject only to the laws of Germany, Spain, Italy, France and the Netherlands excluding the stipulations of Private International Law and the UN Convention on the International Sale of Goods.

The exclusive place of jurisdiction in case of any conflict arising from, or in connection with this manufacturer's warranty, is Amsterdam, the Netherlands.