

# Guarantee, Replacement and Repair Terms and Conditions for DELTA Inverters

Version: December 2015

### 1. Guarantee Terms and Conditions

### 1.1 Warrantor

Delta Electronics Netherlands BV

(hereinafter: "DELTA")

Zandsteen 15, MZ Hoofddorp, The Netherlands

2132 MZ Hoofddorp

grants the end customer a manufacturer's Guarantee in accordance with the terms and conditions

#### Contact

Service & Support Center, SPE EMEA

Tscheulinstr. 21, 79331 TENINGEN, GERMANY, Tel. + 49 7641 455 549 support@solar-inverter.com www.solar-inverter.com

outlined below.

#### 1.2 From Guarantee covered Products and Guarantee Period

The product guarantee period for RPI inverters and Solivia inverters is 5 years from invoicing date to end customer, with proof of invoice (max. 66 months from Delta invoice to Distributor/Customer).

The product guarantee period for SOLIVIA Gateway M1 G2 is 2 years from invoicing date to end customer, with proof of invoice (max. 30 months from Delta invoice to Distributor/Customer).

The product guarantee of replaced inverters is inherited from first installed inverter, mentioned on end customers invoice.

Wearing parts in the products like string fuses, surge protectors and plugs are excluded from guarantee.

### 1.3 Geographical guarantee scope

The guarantee is valid only for end customers with residence or domicile in Switzerland or an EU member state – excluding Cyprus, Malta and the overseas countries and territories and outermost regions per Article 349 TFEU.

### 1.4 Guarantee claims

If within the guarantee period a product exhibits a defect which compromises functioning of the product (a guarantee claim), DELTA will, at its discretion, either replace the product with a used or new one, of equivalent type and age, repair the defective product or provide the spare parts for repair. Repairs are performed at DELTA's discretion either at the DELTA repair center (RC) in Slovakia, DELTA Partner or at the end customer premises. Purely aesthetic defects which have no effect on product functionality or operability are not covered by the guarantee.

The guarantee covers costs for the replacement device or repair and costs for shipping the replacement device or the repaired product to the end customer and shipping of defect one from customer to DELTA's re-

If the product is to be repaired at the end customer's premises, the guarantee covers related travel costs for DELTA service personnel.

For the RPI Inverter and SOLIVIA Inverter products - not for other products - DELTA additionally pays a service fee for installation of the replacement device or repaired product by a qualified installer in accordance with the provisions outlined under item 1.6.

No further guarantee claims accrue, including particularly claims for damage or expense reimbursement.

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### 1.5 Prerequisites for guarantee claims

For a guarantee claim to be valid, the type label of the respective product bearing the date of manufacture must be fully legible, the guarantee seal undamaged and the end customer Invoice must be available.

For SOLIVIA Inverters under extended guarantee, the corresponding guarantee certificate is required as well.

# 1.6 Processing of guarantee claims

The procedure for filing a guarantee claim is as follows:

- The end user first completes the form available at <a href="http://www.solar-inverter.com/en-GB/914.htm">http://www.solar-inverter.com/en-GB/914.htm</a>, describing the error in detail and sends the form to the DELTA Solar Support Team, together with the end customer invoice.
- The DELTA Solar Support Team reviews the information provided and contacts the end customer in case of any questions.
- On the basis of the information provided by the end customer DELTA then decides as to how to proceed (deliver a replacement device, spare part or perform repair).

Note: Only a qualified electrician or installer may install a device delivered, to replace a defective product!

### 1.6.1 Delivery of a replacement device

If DELTA opts to deliver a replacement device, the following procedures apply: The end customer receives an e-mail from DELTA in which a reference number (RMA number) is assigned. After the RMA number is assigned, DELTA ships out the replacement device to the end customer, along with a return instruction for the defective product and an invoice for the inverter. Once the customer receives the replacement device the customer must return the defective product to DELTA within ten (10) calendar days, using the procedure mentioned on return instruction and the same transport packaging in which the replacement device was delivered. The date on which the end customer sends back the defective product applies regarding deadline adherence. As soon as the defective inverter is received in our repair center, the above mentioned invoice will be credited.

DELTA reserves the right on a case-by-case basis to make delivery of a replacement device conditional upon the end customer first paying an invoiced amount. When the defective product is returned to DELTA the invoiced amount is refunded.

Upon delivery of the replacement device the remaining guarantee period applies to the replacement device.

Because replacement inverters may be refurbished used devices, they may in some cases exhibit signs of use; these do not impair device functionality however.

# 1.6.2 Repair at DELTA repair center

If DELTA decides that a defective product is to be repaired at the DELTA repair center in Dubnica, Slovakia, following procedure applies: The end customer receives an e-mail from DELTA in which a reference number (RMA number) is assigned. Together with the RMA number DELTA provides a return instruction for the defective product. Customer packs correctly the defect device and send it free of cost, using the procedure mentioned on return instruction to DELTA repair center. After successful repair customer gets back his devise.

If device is not repairable, DELTA will either replace the product with a used or new one, of equivalent type and age of customer's device and send it to customer.

### Service fee

For RPI and SOLIVIA inverters – not for SOLIVIA Nano and SOLIVIA Gateway series – DELTA pays an EUR 80 flat service fee to the installation technician hired by the end customer to perform guarantee installation of the replacement device for inverters weighing ≤ 50kg; this amount is EUR 120 for inverters weighing ≥

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50kg. If multiple inverters within a system are being replaced under guarantee, the flat cost defrayment amount is increased by EUR 20 for each additional inverter weighing < 50 kg, by EUR 40 for each additional inverter weighing ≥ 50 kg. DELTA processes this fee directly with the installer, who either receives a credit note if using the online replacement form or must issue an invoice for the amount within six (6) months of assignment of the RMA number. The service fee is due for payment when the defective product has been properly returned to DELTA in the provided transport packaging.

### 1.6.3 Repair at end customer's premises

If DELTA decides that a defective product is to be repaired at the end customer's premises, DELTA arranges the repair date with the customer. DELTA then sends out an authorized service technician to the customer's premises at the arranged date and time.

#### 1.7 Guarantee exclusions

Guarantee claims are only valid for product defects not resulting from any of these circumstances:

- Force majeure (in particular storm damage, lightning, fire, thunderstorm, flood etc.)
- Incorrect use or operation
- Failure to comply with the operating, installation and/or maintenance manual
- Incorrect ventilation and cooling
- Heavy soiling with dirt or dust
- Transport damage
- · Changes to the product or repair attempts without prior approval from DELTA
- Improper installation and/or commissioning
- Failure to comply with the applicable safety regulations (e.g. VDE).

### 1.8 Fee for invalid guarantee claims

Should a guarantee claim prove invalid after a defective product is sent back to DELTA or during efforts by DELTA to repair a defective product, due for example to

- the guarantee period having expired, contrary to the end customer's claim
- the reported defect resulting from improper operation or usage
- non-existence of the alleged defect
- the reported defect resulting from factors other than as outlined under item 1.7

DELTA is entitled to charge a fee as outlined under "SWAP out of Guarantee" per list "Service prices" below.

#### 1.9 Guarantee extension purchase option

A guarantee extension beyond the guarantee periods per item 1.3 above is available on a for-fee basis. A guarantee extension purchase option is only available to end customers within 12 months of product purchase per the End customer invoice date (max. 18 months from Delta invoice to Distributor/Customer). The guarantee extension fee for the entire extension period is payable in advance upon purchase.

### 1.10 Concluding provisions

Statutory warranty obligations of product sellers are not affected by this guarantee and remain fully applicable.

This guarantee is valid within the scope and under the conditions outlined above for all subsequent owners of the product domiciled within the geographical scope of the guarantee.

This guarantee is subject to the laws of the Federal Republic of Germany.

The place of jurisdiction for any disputes arising from or in connection with this guarantee shall be that of the DELTA branch office located in 79331 Teningen, Germany. DELTA reserves the right however to file suit at the end customer's general place of jurisdiction.

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## 2. Replacement/ repair terms and conditions for DELTA services not covered by guarantee

#### 2.1 For-fee provision of replacement devices not under guarantee

As a service DELTA might provide used replacement devices of equivalent type and age after expiry of the guarantee period on a fee basis; in such case the customer must send back the defective product, as far as the product is available on DELTA stock. If device is not available there is no claim for 2.1.

To request a replacement device the end customer must use the form available via the link <a href="http://www.solar-inverter.com/en-GB/914.htm">http://www.solar-inverter.com/en-GB/914.htm</a>. Upon receiving such a request from a customer DELTA checks to ensure availability of an adequate replacement device. If an adequate replacement device is available, DELTA confirms availability to the end customer and sends an invoice for the applicable fee for "SWAP out of guarantee" per the list "Service prices" below. When payment is received DELTA sends out the replacement device to the customer together with an Invoice which will be credited after receive of defect unit in repair center.

The fee for "SWAP out of guarantee" includes shipping of the replacement device to the end customer and return transport of the defective inverter to DELTA by the end customer.

The fees apply conditional upon the end customer returning the defective device to DELTA within ten (10) calendar days of receipt of the replacement device. The date on which the end customer sends back the defective device applies regarding deadline adherence.

The guarantee period for the used replacement device is twelve (12) months from the delivery date.

#### 2.2 Non-guarantee repairs

As a service DELTA offers repair of defective inverters (to the extent technically possible) on a fee basis. Repair fees are listed in "Service price list" below.

To commission such repairs the consumer must use the form available via the link <a href="http://www.solar-inverter.com/en-GB/914.htm">http://www.solar-inverter.com/en-GB/914.htm</a>.

The end customer receives an e-mail from DELTA in which a reference number (RMA number). Customer packs correctly the defect device and send it to DELTA repair center. After successful repair and payment of repair invoice customer gets back his devise.

The customer bears transport costs for shipping the defective device to the repair center. The cost for return shipping of the repaired device is included in the repair fee.

The warranty period for repairs performed is twelve (12) months from the date of repair.

DELTA reserves the right to reject a repair request if upon inspection the defect proves irreparable. In such case DELTA is entitled to invoice the end customer a fee of € 149 (plus VAT) for inspection and shipment back, of the device.

## Address DELTA Repair Center:

DELTA Electronics (Slovakia), s.r.o. European Repair Center Priemyselna ulica 4600/1 SK-01841 Dubnica nad Vahom

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# Service Pricelist 12/2015 (€)

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NA	1 - 1	SWAP, out of	D i
Mod	iei	guarantee	Repair
RPI	^	250	200
H	3	350	300
H	4 A	400	350
Н	5 A	400	350
М	6 A	500	450
М	8 A	600	550
М	10 A	600	600
М	15 A	700	650
М	20 A	800	700
М	30 A	900	800
М	50 A	1200	1.100
SOLIVIA G4			
2.0	EU TR	330	300
2.5	EU TR	330	300
3.0	EU TR	350	320
3.3	EU TR	350	320
3.6	EU TR	350	320
5.0	EU TR	400	370
10	EU TR	600	500
11	EU TR	600	500
6	EU TL	500	450
8	EU TL	600	550
10	EU TL	600	600
12	EU TL	650	650
15	EU TL	700	650
20	EU TL	800	700
30	EU TL	900	800
SOLIVIA G3			
2.5	EU TR	430	350
3.0	EU TR	430	350
3.3	EU TR	430	350
5.0	EU TR	500	400
15	EU TL	800	700
20	EU TL	980	900
SI G2			
1900		450	400
2000		450	400
2200		450	400
2500		450	400
3300		450	400
5000		700	650
CM/CS		100	030
TIK		980	850

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