

SCHNEIDER ELECTRIC CONTRACTUAL WARRANTY

This Schneider Electric Contractual Warranty applies to the following products:

- Conext CL-60A grid tie string Inverter model: PVSCL60A

Geographic Validity:

- United States of America, Canada and Mexico
- If the installation site is outside the above mentioned countries or in/on the overseas territories or islands of these countries, some support services may not be available and the customer shall bear all supporting costs incurred including, but not limited to, shipping costs, customs duties and taxes, and onsite Schneider Electric personnel expenses.

Warranty Duration:

- Five (5) years, unless applicable law requires a longer period, in which case it will be that period of time.
- You may obtain an additional promotional five (5) years of warranty, for a total of ten (10) years, provided that you register your Product within six (6) months from the date of the Schneider Electric commercial invoice via the instructions provided. Additional information can be found at <http://solar.schneider-electric.com/product-registration>.

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

“**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 Period and Coverage

This Contractual Warranty is provided by Schneider Electric and covers defects in workmanship and materials in your Product. This warranty period commences ninety (90) days from the date of the Schneider Electric commercial invoice or from the date the Product is installed, whichever is first, and expires on the same date either (a) five (5) years later or (b) if you properly registered your Product as specified above, ten (10) years later, unless otherwise agreed in writing (the "Warranty Period"). This Contractual Warranty, with prior written notice, is transferable to subsequent owners but only for the unexpired portion of the Warranty Period.

This Contractual Warranty does not cover and Schneider Electric is not responsible for labor costs arising from or expenses related to the removal of defective Product(s) and the installation of replacement Product(s).

2. Warranty Claims

If your Product becomes defective and you notify Schneider Electric of such defect within the Warranty Period, Schneider Electric will, at its sole discretion, either (i) repair the defective Product or (ii) replace with new, reconditioned parts or similar parts of equivalent depreciated value, provided that Schneider Electric through inspection establishes the existence of such a defect which is covered by this Contractual Warranty. If Schneider Electric elects to perform any onsite warranty services, Schneider Electric requires a site escort (arranged and paid for by you) for all such warranty services. Accordingly, if Schneider Electric elects to perform such on-site warranty servicing, you will need to provide Schneider Electric with the relevant contact information for your site escort for scheduling purposes. Alternatively, Schneider Electric may elect, at its sole discretion, to provide you with cash compensation equal to the Product's value depreciated by the number of years of operation under the Warranty Period.

If Schneider Electric repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period or ninety (90) days from the date of the repair or 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) months¹ from the date of the Schneider Electric commercial invoice,
- If the Product has been commissioned and/or shut down or depowered for a period in excess of twenty-four (24) months,
- Improper use or non-compliance with installation, commissioning, operation or maintenance instructions (i.e. not according to the Owners Guide),
- Unauthorized commissioning, modifications, changes or attempted repairs,
- Vandalism or destruction through external influences including damages caused by persons or 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 and regulations,

¹ 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 Owner's Guide.

- Damages during transportation or storage,
- Force majeure, examples include, but not limited to: fire, flood, earthquakes, storm damage, overvoltage and 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, QR code) 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 fans, 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, removal and/or 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,
- Additional costs and expenses (i.e. shipping costs, travel, accommodation, meals, etc.) arising due to remote locations of the indicated geographies, including but not limited to islands and overseas territories,
- Any Products that are damaged during shipment, 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 and troubleshoot the issue while the Product is in the field, as many problems can be solved with remote guidance.

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 Owner's Manual ready for reference and be prepared to supply:

- The serial number and part number of your Product
- A copy of your dated Schneider Electric commercial invoice



- Information about the installation and commissioning or inspection certificate
- Information about the failure

Schneider Electric reserves the right to refuse exchange requests for lack of proper documentation and information.

i. Return Material Authorization (RMA)

After attempts to correct the problem remotely with customer's assistance and if the Product must be returned to Schneider Electric or designated service partner for replacement or repair, the customer must obtain a Return Material Authorization (RMA) number and the correct return center "Ship to" address. **Product shipments will be refused and returned at your expense if they are unauthorized or returned without an RMA number.**

ii. Once an RMA has been issued for exchange

Schneider Electric, at its sole discretion, will ship an equivalent replacement Product to the specified customer. The allegedly defective Product must be returned to Schneider Electric in the same transport packaging that the replacement product was provided in. Schneider Electric will supply all labels and documentation for the return of the defective Product. The defective Product must be shipped back to Schneider Electric within **ten (10)** working days after receiving the replacement Product. If we do not receive the Product within this timeframe, the product cost will be billed back to the customer (including shipping and handling fees).

Standard ground shipping costs are covered by Schneider Electric both ways. Any expedited shipping costs will be the responsibility of the customer and billed accordingly.

Visually evident damage caused by shipping or mishandling is to be reported to the freight carrier within twenty-four (24) hours. Shipping damage is the responsibility of the freight carrier, not Schneider Electric and should always be duly noted with the freight carrier prior to accepting and signing for the Product.

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 at its sole discretion.

Contact Schneider Electric Customer Service Representative according to "Warranty Return and Repair Process" above to determine if out of warranty service is available for your Product.

Payment options such as credit card or money order will be explained by the Customer Service Representative. In cases where the minimum flat fee does not apply, as with incomplete products or products with excessive damage, an additional fee will be charged. If applicable, you will be contacted by Customer Service once your product has been received.



6. Invalid Warranty Claim

If the allegedly defective Product that is returned to Schneider Electric (or service partner) pursuant to this Warranty Statement is found by Schneider Electric to be free of defects, Schneider Electric will charge a flat-rate inspection charge for each Product of \$250 US, plus shipping and packaging costs. In the event that Schneider Electric ships a replacement Product to customer before its inspection and thereafter determines the alleged defective Product to be defect free based on its inspection, Schneider Electric will (i) return the defect free Product to the customer and (ii) charge the customer for the replacement Product.

7. 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.

LIMITATION OF LIABILITY

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

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.

EXCLUSIONS AND CLARIFICATIONS



IF THIS PRODUCT IS A CONSUMER PRODUCT, FEDERAL LAW DOES NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES AND OTHER APPLICABLE JURISDICTIONAL LAW MAY EXTEND ADDITIONAL BENEFITS OR PROTECTION. TO THE EXTENT YOU ARE ENTITLED TO IMPLIED WARRANTIES UNDER FEDERAL LAW, SUCH IMPLIED WARRANTIES ARE LIMITED (TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW) TO THE DURATION OF THIS CONTRACTUAL WARRANTY. SOME STATES, PROVINCES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS ON IMPLIED WARRANTIES OR ON THE DURATION OF AN IMPLIED WARRANTY OR ON THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION(S) OR EXCLUSION(S) MAY NOT APPLY TO YOU. THIS CONTRACTUAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.