

## Schneider Electric Solar CONTRACTUAL WARRANTY

**This Schneider Electric Solar Contractual Warranty applies to the following products:**

- CONEXT CL125A grid tie string Inverter model: PVSCL125A
- CONEXT CL60A grid tie string Inverter model: PVSCL60A
- CONEXT XW PRO 6848 NA model 865-6848-21

**Geographic Validity:**

These warranty conditions apply to the United States of America (excluding their associated islands and overseas territories)

**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 Solar commercial invoice via the instructions provided. Additional information can be found at <http://solar.schneider-electric.com/product-registration>.

**“Schneider Electric Solar”** means the following Schneider Electric solar entities:

- Schneider Electric Solar Inverters USA, Inc.

**“Distributor”** means any Schneider Electric Solar-approved retailer, reseller or distributor of the Product which may include a Schneider Electric entity other than the Schneider Electric Solar entities listed above.

**“Product”** means the Schneider Electric Solar or related branded inverter product (or other related device) as identified above that You purchased from Schneider Electric Solar or through an authorized Distributor.

**“You and Your”** means the end-customer that has purchased and uses the Product and is entitled to the benefits of this Contractual Warranty.

### 1. Warranty Period and Coverage

This Contractual Warranty is provided by Schneider Electric Solar and covers defects in workmanship and materials in Your Product. In the event You purchased the Product from a Distributor, this warranty period commences upon the date of shipment from Distributor to You. In the event You purchased the Product directly from Schneider Electric Solar, this warranty period commences ninety (90) days after the Product is shipped



from Schneider Electric Solar. The warranty period 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 Solar 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 Solar of such defect within the Warranty Period, Schneider Electric Solar 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 Solar through inspection establishes the existence of such a defect which is covered by this Contractual Warranty. If Schneider Electric Solar elects to perform any onsite warranty services, Schneider Electric Solar requires a site escort (arranged and paid for by You) for all such warranty services. Accordingly, if Schneider Electric Solar elects to perform such on-site warranty servicing, You will need to provide Schneider Electric Solar with the relevant contact information for Your site escort for scheduling purposes. Alternatively, Schneider Electric Solar 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 Solar 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 Solar.

## **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) months<sup>1</sup> from the date of the Schneider Electric Solar commercial invoice,
- If the Product has been commissioned and 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 (e.g., the Owners Guide, the Installation Guide),
- Unauthorized commissioning, modifications, changes or attempted repairs,
- Vandalism or destruction through external influences including damages caused by persons or animals,

---

<sup>1</sup> 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.

- 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 Solar 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,
- 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,
- 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 Solar with a 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 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 commercial invoice
- Information about the installation and commissioning or inspection certificate
- Information about the failure

**Schneider Electric Solar or designated service provider reserves the right to refuse exchange requests for lack of proper documentation and information.**

##### i. Return Material Authorization (RMA) for defective Products

After attempts to correct the problem remotely with Your assistance and if the Product must be returned to Schneider Electric Solar or designated service provider for replacement or repair, You 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 for defective Products

Schneider Electric Solar or designated service provider, at its sole discretion, will ship an equivalent replacement Product to You. The allegedly defective Product must be returned in the same transport packaging that the replacement product was provided in. The defective Product must be shipped back to Schneider Electric Solar within **ten (10)** working days after receiving the replacement Product. If Schneider Electric Solar does not receive the Product within this timeframe, the Product cost will be billed back to You (including shipping costs, handling fees and if applicable all taxes, duties and tariffs).

#### **Specific Information Regarding Warranty Coverage**

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 Solar and should always be duly noted with the freight carrier prior to accepting and signing for the Product.

#### 5. Invalid Warranty Claim

If the allegedly defective Product that is returned to Schneider Electric Solar (or service partner) pursuant to this Warranty Statement is found by Schneider Electric Solar to be free of defects, Schneider Electric Solar will charge a flat-rate inspection charge for each Product of €235, plus any Warranty Logistics Costs incurred by Schneider Electric Solar. In the event that Schneider Electric Solar ships a replacement Product to You before its inspection and thereafter determines the alleged defective Product to be defect free based on its inspection,



Schneider Electric Solar will (i) return the defect free Product to You and (ii) charge You for the replacement Product.

#### **6. Disclaimer of Implied and Other Warranties and Limitation of Liability**

THIS CONTRACTUAL WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SCHNEIDER ELECTRIC SOLAR IN CONNECTION WITH YOUR SCHNEIDER ELECTRIC SOLAR 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 SOLAR'S LIABILITY FOR ANYTHING RELATING TO THIS PRODUCT SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL SCHNEIDER ELECTRIC SOLAR 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 SOLAR HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE; AND/OR (B) 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 SOLAR.

#### **EXCLUSIONS AND CLARIFICATIONS**

THE CONTRACTUAL AND/OR STATUTORY WARRANTY OBLIGATION OF THE PRODUCT SELLER AND YOUR CORRESPONDING STATUTORY WARRANTY RIGHTS WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED ARE NOT AFFECTED BY THIS CONTRACTUAL WARRANTY. FURTHERMORE, SHOULD THIS CONTRACTUAL WARRANTY VIOLATE ANY NATIONAL, STATE, PROVINCIAL OR OTHER GOVERNMENTAL STATUTORY RIGHTS WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED AND WHICH GRANT YOU ANY RIGHTS IN ADDITION TO THE CONTRACTUAL WARRANTY, THEN SUCH STATUTORY RIGHTS SHALL NOT BE AFFECTED BY THE PROVISIONS OF THIS CONTRACTUAL WARRANTY.



IF THIS PRODUCT IS A CONSUMER PRODUCT, THE APPLICABLE LAW MIGHT NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES AND/OR MAY EXTEND ADDITIONAL BENEFITS OR PROTECTION TO YOU. TO THE EXTENT YOU ARE ENTITLED TO IMPLIED WARRANTIES OR ADDITIONAL BENEFITS OR PROTECTION UNDER APPLICABLE LAW, SUCH 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.

Effective: January 17, 2019