

Limited Warranty and Service for US/Canada For Inverters

Warranty Period ^{a b}

Product Overview

10 years
(Max. 126 months from shipment)

blueplanet:
1502x, 1502xi, 2502x, 2502xi, 3502x, 3502xi, 5002x,
5002xi, 6400xi, 7600xi, 6400M, 7600M

2.0 TL1, 3.0 TL1, 4.0 TL1, 5.0 TL1

10.0-TL3 (all versions)

XP10-H4, XP10-H6

5 years
(Max. 66 months from shipment)

blueplanet:
bp32TL3, bp40TL3, bp50TL3 US

XP83-H6, XP90-H6, XP100-H6
XP100-H2, XP100-H4
XP500U-TL, XP550U-TL

blueplanet:
bp750 TL3, bp875 TL3, bp1000 TL3

^c Integrated Power Station: IPS 1.1, IPS 1.5, IPS 1.75,
IPS 2.0

^a The warranty comes into effect on the date of the first delivery by KACO new energy. For the benefit of the end customer, the start of the warranty may be postponed by up to 6 months by giving binding evidence of the actual date that the appliance was commissioned.

^b In addition to proof of installation, plants in excess of one (1) Megawatt AC must undergo commissioning support by KACO new energy or a certified service partner for the warranty to be valid.

^c KACO new energy, Inc. does not provide any warranty (expressed or implied) with respect to component parts (transformers, distribution panel etc.), which are manufactured by others. These products are usually warranted separately by their respective manufacturers.

Applicable Countries*

United States of America, Canada

*Overseas territories of the countries listed above are excluded from this warranty coverage. For countries not listed above, the warranty coverage may be extended to units delivered DDP to our Service Plant; however this exception is limited to units sent within 24 months from the date of shipment from KACO new energy to the Purchaser. This warranty will only maintain its validity providing that the valid country certificate for the related product is in existence upon occurrence of the service case.

Worldwide Project Warranty upon request.

1. Manufacturer's Warranty

This limited warranty will apply only to the aforementioned inverters in the listed countries. Previous conditions are no longer valid. All eventual and individual agreements between KACO new energy (Inc.) and the customer must be disclosed.

The manufacturer's warranty covers the proper functioning of the product. The warranty cover only applies, if the inverter has been installed and operated properly as per manufacturer's instructions and guidelines, which are updated from time to time. Further claims for costs, in particular for reimbursement of lost income resulting from direct and indirect damage incurred in installation and removal, are not covered under this warranty.

KACO new energy states explicitly that this warranty will apply only to the relevant products, if and when the payment for such product has been made in full to KACO new energy. All claims arising from, or, in the connection with this warranty are subject to the State of Texas and of the United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The exclusive place of jurisdiction for all disputes arising from, or, in connection with this warranty is-as far as legally permissible- San Antonio, Texas.

This manufacturer's warranty shall not affect the buyer's legal rights on warranty claims.

2. Service Contracts and Warranty Extensions

Warranty extensions may be requested by wholesalers of KACO new energy. For plants of one (1) Megawatt AC and above, the standard warranty will only be provided in conjunction with a valid maintenance contract and commissioning support undergone by KACO new energy or an authorized Service Partner. For further information regarding service contracts, project warranties and warranty extensions, please contact your national service branch.

3. To Request Service

If you suspect a product defect or malfunction, please contact your local installer's office for troubleshooting assistance. Software Updates, that can be installed independently, are provided on our website (depending on the model).

For service and processing, the following information and documentation pertaining to the affected inverter will be required:

- Device type (e.g. blueplanet 10.0 TL3) and serial number (e.g. 10.0TL01234567)
- Error message appearing on the display (if available) and other information regarding the defect/fault
- Current software version
- Assurance that all tests for warranty exclusions have been carried out by the installer
- Date and copy of the commissioning support report(s)
- Proof of regular maintenance according to the predefined maintenance plan
- Detailed information about the entire system design (modules, connection plan etc.)
- Copy of the purchase invoice or proof of registration or the Warranty Certificate of the inverters
- The documentation of any previous complaints and/or exchanges (if applicable)

If the case is accepted, KACO new energy, in consultation with the reporting licensed electricians, and at KACO new energy's sole discretion, will decide how and where the repairs or replacements are made, or if the defective unit will be exchanged for a replacement unit.

If the principal is not a specialist, service intervention (even if under warranty) can only be done at the repair center. The decision to repair on-site, at the repair center, or to replace the device is at the sole discretion of KACO new energy. When KACO new energy technicians provide on-site service, the customer must provide full, barrier-free access to the inverters. If required, the customer also has to make the necessary resources (instruments/Safety & Lifting Equipment) available and these must comply with the governing applicable health and safety regulations.

If the return of equipment is required, the customer is responsible for ensuring that it is safely and securely packed for shipping in the original manufacturer's packaging or its equivalent. If a device is replaced, KACO new energy will send a replacement unit, after receipt of the defective appliance. By the exchange procedure, the replacement unit becomes the property of the customer and the defective unit becomes the property of KACO new energy. The remaining warranty period of the original product is transferred to the replacement device. Logistic costs are to be borne by the customer.

4. Considerations during Service Interventions

Due to technical progress, it is possible that an alternative product must be provided. It is also possible that during service it is determined that replacement unit or other purchased components may not be compatible with locally installed components (e.g. accessories for remote monitoring or remote control). The resulting expenses and costs are not covered by this warranty. Logistic costs are to be borne by the customer.

This warranty is subject to the provision that KACO new energy is solely required to use commercially reasonable efforts to repair and/or replace covered products. To the extent that a repair or replacement action normally called for under this Warranty would result in unreasonable cost to KACO new energy in light of the product's value. KACO new energy may instead elect an alternative remedy, provided that such alternative remedy does not substantially and adversely impact the customer.

If a device is exchanged, KACO new energy is entitled to use repaired or reconditioned spare parts and body parts. Repair reports, defective components and/or devices are not generally released to third parties. However, confirmation for insurance purposes can be obtained from KACO new energy.

5. Warranty Exclusions

KACO new energy reserves the right to justifiably refuse warranty services and to bill already performed services or yet to be provided service interventions to the end customer. The warranty does not cover certain conditions, including (without limitation) the following:

- Failure to commission the inverter within twenty-four (24) months from the date of the KACO commercial invoice, or if the inverter has been commissioned, and thereafter shut down or depowered for a period in excess of twenty-four (24) months
- Non-authorized use of the inverter
- Improper or non-standard installation or operation (product and system)
- Prior damage which can be expected due to improper installation or operation (plant)
- Operating the unit with defective protective equipment (electrical and / or mechanical)
- Unauthorized changes to the unit or repair attempts
- The influence of foreign objects and force majeure (e.g. lightning, overvoltage, severe weather, fire, etc.)
- Insufficient ventilation of the device
- Inadequate protection against external influences and weather
- Non-compliance with the relevant safety regulations (UL Standards, etc.)
- Transportation, storage and installation damage
- Faulty system planning / design or installation
- "Gray imports" in countries for which the appliance is not intended / authorized
- Vandalism, engraving, labels, irreversible marking or contamination or theft
- Failures / faults in relation with third-party accessories
- Connection errors and / or incorrect menu settings
- Non applicable or simple to repair fault causes (e.g. Software - Updates)
- Defects which are preventable by proper maintenance (e.g. damage by corrosion)
- Damage to the device memory due to overvoltage or incorrect operation

6. Obligations not covered by this Limited Warranty or not covered after Warranty Expiration

Repair, alterations and services which are not entitled to cover under this warranty will be charged at cost. If the customer's property is repaired by KACO new energy at the factory, the customer is entitled to receive free estimates of the repair costs. The customer agrees to accept the costs for the services provided, as per the current KACO new energy price lists. Up to this point, an up to date price-list can be requested at any time. Inverters which are received for exchange and, which are not entitled to warranty cover, will be repaired without providing an estimate.

7. Overview: Responsibility for Costs in the Event of Service

For any legitimate complaint on the inverter that involves removal of the inverter(s) from the original installation and its shipment to the KACO new energy repair center, KACO new energy will pay the installer a service fee. For each additional device that is simultaneously serviced in the same system, one third (1/3) of the said fee will be paid per device. Any service fee is a discretionary goodwill gesture without legal claim and will only be granted for up to five (5) years after the first commissioning of the plant was performed. Payment of the service fee will only be made, upon receipt of a valid invoice from the installer and only after the cause of the defect has been determined. A refund will only be made if the complaint is justified and providing that all of the required data, such as device numbers, service numbers and service dates, are listed on the invoice.

For defective devices, which are not delivered to KACO new energy within one (1) week after an exchange procedure, Kaco new energy will bill the customer for the current price of the replacement device. Even in warranty cases, should the repair of the damaged inverter involve disproportionate effort and/ or costs, the customer will be billed for these.

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Cost	Warranty	<u>Non-Warranty</u>
Service allowance installer	KACO new energy	Customer at cost
Shipping damaged device to KACO new energy	Customer	Customer
Shipping Repaired / Replacement unit to installer	Customer	Customer
Packaging costs of defective device	Customer	Customer
Shipping spare parts and materials to customer	Customer	Customer
Shipping defective parts to KACO new energy	Customer	Customer
Preparation / cleaning (if required)	Customer	Customer
Hours worked by KACO new energy	KACO new energy	Customer at cost
Spare parts and materials	KACO new energy	Customer at cost
Travel Costs, Accommodation and Per Diem	Customer	Customer
Troubleshooting / Cause determination on product	KACO new energy	Customer
Administrative Service Processing Fees	KACO new energy	Customer