

Garantievoorwaarden leveranciers

Growatt omvormers

- in view of the value that the device would have without the defect,
- taking into account the significance of the defect, and
- after consideration of alternative workaround possibilities that Growatt customers could revert to without significant inconvenience.



Growatt New Energy
www.growatt.com
T: +86 755 2747 1942
F: +86 755 2747 2131
service@ginverter.com

Warranty claim procedure:

Please report the defective device to your supplier with this warranty card completed.

Supplier is required to send the warranty claim form to Growatt or Authorized service partner with all the necessary information

Customers must present this warranty card, inverter purchasing & Installation invoice, and other related materials as well if required..

Please note Growatt reserve the ultimate explanation right on this warranty card.

Please fill in the required information below when your device is defective, scan and send it to your supplier or email your supplier with all the information



End User Information

Customer name:
Phone number:
Email:
Detailed address:

Product Information

Inverter Model:
Serial No. (S/N):
Purchase date:
Dealer/Installer:
Commissioning data:

Warranty Card

Growatt Factory Warranty

For the inverter with this warranty card you purchased, you receive a Growatt factory warranty valid for 10 years from the date of installation and no more than ten and a half years from the delivery date from Growatt New Energy Technology Co., Ltd.

This warranty includes all defects of design, components and manufacturing.

Excluded from warranty are damages due to:

- Breaking the product seal (opening the casing) without proper approval
- Transport damage
- Incorrect installation or commissioning
- Failure to observe the user manual, the installation guide, and the maintenance regulations
- Unauthorized Modifications, changes, or attempted repairs
- Incorrect use or inappropriate operation
- Insufficient ventilation of the device
- Failure to observe the applicable safety regulations
- Force majeure (e.g., lightning, over voltage, storm, fire)

Warranty condition

If a device becomes defective during the agreed Growatt factory warranty period and provided that it will not be impossible or unreasonable, the device will be, as selected by Growatt:

- repaired by Growatt, or
- repaired on-site, or
- exchanged for a replacement device of equivalent value according to model and age.

In the latter case, the remainder of the warranty entitlement will be transferred to the replacement device. In this case, you do not receive a new certificate since your entitlement is documented at Growatt.

In the latter 5 years, Growatt have the exclusive right to determine how to carry out the remained warranty. In case Growatt provide replacement for customers, Growatt are not responsible for any other sorts of costs during the service procedure in that period, including (but not limited to) logistics fare, labor cost, any kind of compensation. Also the replacement may have a little flaw on its surface, and the warranty excludes any general defects, if inverter is still generating power to grid.

Excessiveness in the meaning above exists in particular if the cost of the measures for Growatt would be unreasonable.

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Solar Edge

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LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. Limited Warranty covers defects in workmanship and materials of the below-listed products for the applicable warranty period set out below:

- **Power optimizers:** 25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that for the module embedded power optimizers (CSI and OPJ models), the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.
- **Inverters, Safety & Monitoring Interface (SMI), Auto-transformer, GSM Cellular Modem:** 12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.
- **StorEdge Interface:** 10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.
- **Home Gateway, Control and Communication Gateway, Firefighter Gateway, Wireless Communication Products excluding GSM Cellular Modem, RS485 Expansion Kit, SolarEdge Meter, Smart Monitoring Combiner Box:** 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of wireless communication products is the same whether or not the product is pre-installed in the inverter.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries please access http://www.solaredge.com/warranty_exceptions

The Limited Warranty does not apply to components which are separate from the Products, ancillary equipment and consumables, such as, for example, cables, fuses, wires and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See product datasheet for more details. In addition, for all power optimizers with a part number ending in C, the SolarEdge warranty does not apply to the input connector.

The Limited Warranty only applies to the buyer who has purchased the Products from an authorized seller of SolarEdge for use in accordance with their intended purpose. The Limited Warranty may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, *provided* that the Products are not moved outside its original country of installation and any reinstallation is done in accordance with the installation directions and use guidelines accompany the Products (collectively the "Documentation").

If, during the applicable Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty, then buyer shall, promptly after such discovery, report the defect to SolarEdge by sending an email to support@solaredge.com with the following information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product.

Upon buyer's notification, SolarEdge shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly and will explain the reason why such coverage is not available. If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly, and SolarEdge may, in its sole discretion, take any of the following actions:

- repair the Product at SolarEdge's facilities or on-site; or
- issue a credit note for the defective Product in an amount up to its actual value at the time buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- provide Buyer with replacement units for the Product.

SolarEdge will determine whether the Product should be returned to SolarEdge and, if SolarEdge so determined, the Return Merchandise Authorization ("RMA") Procedure (set out below) will be invoked. Where replacement Products are sent, SolarEdge generally sends such products within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, shall continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

Where the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s).

SolarEdge will deliver the repaired or replaced Product or part(s) to buyer at buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific list of countries to which such service is provided, please access http://www.solaredge.com/articles/shipping_cost_coverage_warranty. SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable) and buyer shall bear any applicable value added tax. SolarEdge may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

Where SolarEdge decides to repair the Product or part(s), warranty coverage includes labor and material costs necessarily incurred to correct the Product defect; and where SolarEdge decides to replace the Product or part(s) to which the Limited Warranty applies, warranty coverage includes the cost of the replacement of the Product or part(s). In addition, SolarEdge shall bear shipping costs in respect to the foregoing, as set out above. All other costs, including, without limitation, travel and boarding costs of SolarEdge service personnel that are incurred for repairs of Products on-site, as well as costs related to buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, shall be borne by the buyer.

Warranty Exclusions: This Limited Warranty will not apply if (a) buyer is in default under the General Terms and Conditions of other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in SolarEdge installation guide;
- opened, modified or disassembled in any way without SolarEdge's prior written consent;
- used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- damaged during or in connection with shipping or transport to or from buyer where buyer arranges such shipping or transport.

This Limited Warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREEDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Revised: June 2016

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Trina-Solar zonnepanelen



Limited Warranty

Changzhou Trina Solar Energy Co., Ltd (“Trina Solar”) hereby grants the following Limited Warranty to the first customer installing (for its own use) (the “Buyer”) any of the specified (and no other) brand models listed below (the “Products”):

1) Warranted Products

This Limited Warranty shall only apply to the following Products:

a) Polycrystalline Products

TSM-***PA03, TSM-***PA05, TSM-***PA05.05, TSM-***PA05.08, TSM-***PA05A, TSM-***PA05A.05, TSM-***PA05A.08, TSM-***PA14, TSM-***PA14A, TSM-***PA05.10, TSM-***PA05.15, TSM-***PA05.18, TSM-***PA05A.10, TSM-***PA05A.15, TSM-***PA05A.18, TSM-***PA05.002, TSM-***PA05.052, TSM-***PA05.082, TSM-***PA05.102, TSM-***PA05.182, TSM-***PA05.20, TSM-***PA05.25, TSM-***PA05.28, TSM-***PA14.20;

TSM-***PC03, TSM-***PC05, TSM-***PC05.01, TSM-***PC05.05, TSM-***PC05.08, TSM-***PC05A, TSM-***PC05A.05, TSM-***PC05A.08, TSM-***PC05B, TSM-***PC05B.05, TSM-***PC05B.08, TSM-***PC14, TSM-***PC14.08, TSM-***PC14A, TSM-***PC05.10, TSM-***PC05.15, TSM-***PC05.18, TSM-***PC05A.10, TSM-***PC05A.15, TSM-***PC05A.18, TSM-***PC05A.002, TSM-***PC05A.052, TSM-***PC05A.082, TSM-***PC05A.003, TSM-***PC14.002, TSM-***PC14.082, TSM-***PC06, TSM-***PC06.08, TSM-***PC05A.50, TSM-***PC05A.20, TSM-***PC05A.25, TSM-***PC05A.28, TSM-***PC05A(II), TSM-***PC05A.05(II), TSM-***PC05A.08(II), TSM-***PC14(II), TSM-***PC14.08(II), TSM-***PC05A.10(II), TSM-***PC05A.15(II), TSM-***PC05A.18(II), TSM-***PC05A.002(II), TSM-***PC05A.052(II), TSM-***PC05A.082(II), TSM-***PC14.002(II), TSM-***PC14.082(II);

TSM-***PD05, TSM-***PD05.05, TSM-***PD05.08, TSM-***PD05.10, TSM-***PD05.15, TSM-***PD05.18, TSM-***PD05.50, TSM-***PD05.002, TSM-***PD05.052, TSM-***PD05.082, TSM-***PD14, TSM-***PD14.08, TSM-***PD14.10, TSM-***PD14.15, TSM-***PD14.18, TSM-***PD14.002, TSM-***PD05(II), TSM-***PD05.05(II), TSM-***PD05.08(II), TSM-***PD05.10(II), TSM-***PD05.15(II), TSM-***PD05.18(II), TSM-***PD14(II), TSM-***PD14.08(II), TSM-***PD05.00S, TSM-***PD05.05S, TSM-***PD05.08S, TSM-***PD05.05U, TSM-***PD05.08U, TSM-***PD05.00C, TSM-***PD05.05C, TSM-***PD05.08C, TSM-***PD05.00D, TSM-***PD05.05D, TSM-***PD05.08D, TSM-***PD14.00C;

TSM-***PE05A, TSM-***PE05A.08, TSM-***PE14A, TSM-***PE14A.08, TSM-***PE05A(II), TSM-***PE05A.08(II), TSM-***PE14A(II), TSM-***PE14A.08(II);

b) Monocrystalline Products

TSM-***DA01, TSM-***DA01.05, TSM-***DA01A, TSM-***DA01A.05, TSM-***DA01A.08, TSM-***DA03, TSM-***DA05, TSM-***DA01A.10, TSM-***DA01A.15, TSM-***DA01A.18, TSM-***DA01A.002, TSM-***DA01A.052, TSM-***DA01A.082;

TSM-***DC01, TSM-***DC01.01, TSM-***DC01.05, TSM-***DC01A, TSM-***DC01A.05, TSM-***DC01A.08, TSM-***DC03, TSM-***DC05, TSM-***DC80, TSM-***DC80.08, TSM-***DC01A.10, TSM-***DC01A.15, TSM-***DC01A.18, TSM-***DC01A.002, TSM-***DC01A.052, TSM-***DC01A.082, TSM-***DC05A, TSM-***DC05A.05, TSM-***DC05A.08, TSM-***DC05A.002, TSM-***DC05A.052, TSM-***DC05A.082; TSM-***DC05A.20, TSM-***DC05A.25, TSM-***DC05A.28, TSM-***DC06, TSM-***DC06.08, TSM-***DC03A(II), TSM-***DC03A.05(II), TSM-***DC03A.08(II), TSM-***DC05A(II), TSM-***DC05A.05(II), TSM-***DC05A.08(II), TSM-***DC05A.002(II), TSM-***DC05A.052(II), TSM-***DC05A.082(II), TSM-***DC06.08(II);

TSM-***DD05A(II), TSM-***DD05A.05(II), TSM-***DD05A.08(II), TSM-***DD14A(II), TSM-***DD14A.08(II), TSM-***DD05A.052(II), TSM-***DD05A.082(II), TSM-***DD05A.05S(II), TSM-***DD05A.08S(II), TSM-***DD05A.05U(II), TSM-***DD05A.08U(II);

TSM-***DE05A(II), TSM-***DE05A.08(II), TSM-***DE14A(II), TSM-***DE14A.08(II);

Note: The “***” placeholder stands in each case for the power indication set out in the relevant Product Data Sheet (for example “TSM-260PD05”).

c) Mounting Products

Mounting products contained in Trinamount I, Trinamount II and Trinamount 3 D10. Applicable modules are set forth above in a) and b).

2) Warranty

a) 10 Year Limited Product Warranty

Trina Solar warrants that for a period of ten years commencing on the Warranty Start Date (as defined below) the Product(s)

- will be free from defects in design, material, workmanship or manufacture that materially impede their functioning, and
- will conform to the specifications and the drawings applicable thereto.

This Limited Product Warranty covers glass breakage provided that there was no external cause of breakage (i.e. only breakage caused by the glass itself or the module is covered).

Any deterioration in the appearance of the Product(s) (including, without limitation, any scratches, stains, mechanical wear, rust, or mold) or any other changes to the Product(s) which occur after delivery (Incoterm 2010) to the Buyer, do not constitute a defect under this Limited Warranty. The rights of the Buyer under Sec. 2 b) shall remain unaffected.

b) 25 Year Limited Power Output Warranty

In addition, Trina Solar warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts $P_{max}(Wp)$ plus Peak Power Watts $P_{max}(Wp)$ multiplied by the lower limit of the Power Output Tolerance $P_{max}(\%)$ —as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- For Polycrystalline Products (as defined in Sec. 1 a): 2.5% in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the Warranty Start Date,
- For Monocrystalline Products (as defined in Sec. 1 b): 3.0% in the first year, thereafter 0.68% per year, ending with 80.68% in the 25th year after the Warranty Start Date.

3) Warranty Start Date

The Warranty Start Date is the date of delivery (Incoterms 2010) of the Product(s) to the Buyer or 12 months after the date of production of the Product(s) as indicated in the serial number (digit no. 4 – 7 (YYMM), starting from the left side of the serial number), whichever date is earlier.

4) Exclusions and Limitations

The aforementioned “Limited Warranty” does not apply to any Products which have been subjected to

- a) Failure to pay the purchase price towards Trina Solar or its subsidiaries which have put the modules on the market even though (i), the payment was due and (ii) the direct customer who has obtained the modules from Trina Solar or its subsidiary („Direct Customer“) is not entitled to withhold the purchase price or parts of the purchase price. Trina Solar must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the modules. In case that Trina Solar can reject the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;
- b) Failure to comply with Trina Solar’s installation manual applicable during the Validity of this Limited Warranty pursuant to Sec 10;
- c) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;

- d) The Product's type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of Trina Solar);
- e) The Product's installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures;
- f) Exposure to voltage in excess to the maximum system voltage or power surges;
- g) Defective components in the construction on which the module is mounted;
- h) exposure to mold discoloration or similar external effects;
- i) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Trina Solar's reasonable control (including damage by fire, flood, etc.);
- j) use of the Products in such a manner as to infringe Trina Solar's or any third party's intellectual property rights (e.g. patents, trademarks). Parallel importation, which is defined as subsequent sale without the consent of Trina Solar from the country in which the Product(s) were first put on the market to another country, is regarded as an infringement of Trina Solar's intellectual property rights. This does not apply for sales within the European Union: such sales from one Member State to another Member State do not require the consent of Trina Solar; whereas sales from outside the European Union into the European Union require such consent of Trina Solar
- k) Only for buyers located in Australia applies: The "Limited Warranty" is only valid for products from authorized Australian resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorized Australian resellers.
- l) Only for buyers located in the US applies: The "Limited Warranty" is only valid for products from authorized US resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorized US resellers.

5) Repair, Replacement or Refund Remedy

- a) As Buyer's sole and exclusive remedy under this Limited Warranty (though Buyer should note paragraph 5(d) below regarding the potential existence of other statutory rights and paragraph 5(e) below for Australian Buyers) Trina Solar will, at its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):
 - i) refund the current market price of the relevant Product(s) (or its successor product); or
 - ii) repair the defective Product(s) at no charge (subject to the following paragraph); or
 - iii) replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject to the following paragraph).

In the event that Trina Solar opts for options ii) or iii), Trina Solar shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to Trina Solar and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim reimbursement by Trina for these charges by providing proof to Trina Solar that these charges were incurred, e.g. an invoice from the relevant service provider). The costs and expenses for the removal, installation or reinstallation shall remain with Buyer.



- b) The warranty period(s) as defined in Sec. 2 a) and b) shall not extend or renew upon the repair or replacement of a defective Product by Trina Solar. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).
- c) All other claims under this Limited Warranty against Trina Solar shall be excluded. Under this Limited Warranty, Trina Solar is not responsible for any special, incidental or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.
- d) YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.
- e) The following statement applies to customers that are ‘consumers’ within the meaning of the Australian Consumer Law:

“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

6) Rights and Remedies against Third Parties

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

7) Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.

- a) Buyer shall notify Trina Solar under this Limited Warranty using Trina Solar’s Customer Service Portal at the web address <http://customerservice.trinasolar.com>; alternatively by letter or



facsimile specifying each alleged claim including evidence of the claims and the serial numbers of the Product(s) at issue. The contact customer support center for the regions are:

Europe Customer Support

Trina Solar (Schweiz) AG
Richtistrasse 11,
8304 Wallisellen, Switzerland
T +41 43 299 68 00
F +41 43 299 68 10
<http://customerservice.trinasolar.com>

Americas Customer Support

Trina Solar (U.S.), Inc.
100 Century Center, Suite 501,
San Jose CA 95112, USA
T +1 800 696 7114
F +1 800 696 0166
<http://customerservice.trinasolar.com>

Australia Customer Support

Trina Solar Australia Pty Ltd
Level 35, 60 Margaret Street,
Sydney NSW 2000, Australia
T +61 (0)2 9199 8500
F +61 2 9199 8006
<http://customerservice.trinasolar.com>

Japan Customer Support

Trina Solar (Japan) Limited
World Trade Center Building 21F
4-1, Hamamatsu-cho, 2-chome,
Minato-ku, Tokyo, Japan, 105-6121
T +81-3-3437-7000
F +81-3-3437-7001
<http://customerservice.trinasolar.com>

Rest of World (ROW) Customer Support

Changzhou Trina Solar Energy Company Limited
No. 2 Trina Road, Trina PV Industrial Park,
New District, Changzhou, Jiangsu,
P.R. China, 213031
T +86 519 8548 2008
F +86 519 8517 6021
<http://customerservice.trinasolar.com>

- b) Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Trina Solar and the Buyer will, at the Buyer's or Trina Solar's request, appoint as independent expert and appraiser a reputable researcher from a first-class international test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV (e.g. TÜV Rheinland, TÜV SUD or Shanghai TÜV) or ASU Arizona State University, and so on ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.

- c) Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the breach.
- d) The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Trina Solar.

8) Force Majeure

Trina Solar shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

9) Warranty Assignment

This Limited Warranty is transferrable when the Products remain installed in their original installation location.

10) Validity

This Limited Warranty shall apply to Product(s)

- a) manufactured after 1st of January 2015 and
- b) delivered to Buyer from 1st of April 2016 (Incoterms 2010).

This Limited Warranty shall be valid until a new revision is issued by Trina Solar.

11) No Other Express Warranty

Except as otherwise provided by applicable statutory law (cf. Sec. 5 d) and 5 e) above) or unless modified in writing and signed by an officer of Trina Solar, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Trina Solar applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

12) Miscellaneous

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

13) Applicable Law and Jurisdiction

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and Trina Solar shall be governed by the laws of the country of the original installation location of the Product(s), to the exclusion of that country's conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other uniform law.



CHANGZHOU TRINA SOLAR ENERGY CO.,LTD

LIMITED WARRANTY FOR TRINA SOLAR BRAND CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES

PS-M-0020 Rev. T April 1st, 2016

All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the Product(s).

Garantievoorwaarden leveranciers

Autarco zonnepanelen

Photovoltaic Modules Limited Warranties of Autarco Group BV

Autarco Group BV (hereafter "Autarco") guarantees that its solar photovoltaic modules are designed and manufactured for a long life span and provides the following limited warranties:

1. Limited Product Warranty – 10 year repair or replace remedy

Autarco warrants its photovoltaic modules including DC connector cable assemblies to be free from defects in workmanship and materials under normal application, use and installation and service conditions for a period of ten (10) years from the shipment date of the modules. If a module malfunctions or becomes inoperative due to a defect in workmanship or material during the ten year period of this warranty, Autarco will, at its option, either repair or replace the module in problem. The repair or replacement remedies shall be the sole and exclusive remedy provided under this Limited Warranty.

2. Limited Pmax Warranty – 25 year limited remedy

- 2.1. "Pmax" is the nominal power that a photovoltaic module generates at "Standard Test Conditions" (STC) as specified on the product datasheet. STC are as follows: [a] light spectrum of AM 1.5, [b] an irradiation of 1,000 Watts per square meter and [c] temperature of 25 degrees centigrade. The measurements are carried out in accordance with IEC61215 as tested at the junction box terminals per the calibration and testing standards of Autarco in effect on the date of manufacture of the modules. Autarco's calibration standards shall be in compliance with then current standards applied by international institutions accredited for this purpose.
- 2.2. Autarco warrants for the modules that: for the first twelve months after the warranty start time (commencing year), any photovoltaic module under normal application, use, installation and service condition as specified in Autarco's "Module installation manual", without any visible damage, will exhibit a power output no less than 97% of the Pmax (i.e., minimum permissible power output for the commencing year). In each twelve (12) month period (calendar year) consecutively following the commencing year, the power output will be no more than $0.65\% * P_{max}$ lower than the minimum permissible power output for the previous calendar year. So by the end of the 25th year from the commencing year, at least 81.4% of Pmax can be achieved. The minimum permissible power output (MPPO) of each calendar year as a percentage of Pmax is shown in the table below:

Year	1	2	3	4	5	6	7	8	9	10	11	12	
MMPO	97.00	96.35	95.70	95.05	94.40	93.75	93.10	92.45	91.80	91.15	90.50	89.85	
Year	13	14	15	16	17	18	19	20	21	22	23	24	25
MMPO	89.20	88.55	87.90	87.25	86.60	85.95	85.30	84.65	84.00	83.35	82.70	82.05	81.05

- 2.3. If the output power of the modules tested by a third party which is accredited by Autarco under Standard Test Conditions does not meet the above levels within the specified warranty period, provided that such loss in power is determined by Autarco to be due exclusively to defects in material or workmanship, Autarco will, at its sole option, either [1] make up such loss in power by either (a) providing additional modules to the customer or (b) refunding the then-current market price equivalent to the additional modules or [2] repair or replace the defective modules including free shipping to the place applied by Autarco.
- 2.4. The remedies set forth in paragraph 2.3 are the sole and exclusive remedies provided under this "Limited Pmax Warranty".
- 2.5. This "Limited Pmax Warranty" does not warrant defects in workmanship and materials, which shall be exclusively covered under "Limited Product Warranty".

3. Exclusions and limitations

- 3.1. Warranty claims shall be filed in writing to Autarco or its authorized distributors within the applicable warranting period, without exception.
- 3.2. These Limited Warranties will not be applied to normal wear and tear, to the natural effects of exposure to weather conditions over time, or to the modules which under Autarco's sole judgment have been subjected to misuse, abuse, neglect, vandalism or accident; alteration, improper installation or application that does not strictly follow the manufacturer's instructions; repair or modifications that do not strictly follow the manufacturer's instructions; or power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage or other events outside the control of Autarco.
- 3.4. These Limited Warranties only cover the transportation costs for shipment of any repaired or replaced modules to the place applied by Autarco. Any costs for returning the modules to Autarco or its authorized agents and authorized distributors, or costs associated with installation, removal or reinstallation of the modules shall be borne by the Customers.
- 3.5. Warranty claims will not be honored if the type or serial number of the modules have been altered removed or made illegible without written authorization from Autarco.

4. Limitation of Warranty Scope

- 4.1. This “Limited Product Warranty” replaces as well as excludes all other explicit or implicit warranties including but not limited to those from commercial law(s) and those of the suitability for a particular application, and all other obligations and liabilities on the part of Autarco, unless those warranties, obligations and liabilities disclaimed herein are otherwise explicitly pledged by Autarco in written form.
- 4.2. Autarco shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the products, including, without limitation, any defects in the products, or from use or installation.
- 4.3. Autarco is only liable for the direct loss of materials. Under no circumstances shall Autarco be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded.
- 4.4. The limited warranties do not cover any transportation charge and customs clearance costs for return of the Product(s), for reshipment of any repaired or replaced Product(s), or cost associated with installation, removal or re-installation of the Product(s).
- 4.5. Autarco’s aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer.

5. Transferability

- 5.1. This warranty is extended to the original end-user, and is transferable to any subsequent owner of the location or subsequent holder of the product when product(s) remain at their original installed location upon satisfactory proof of succession or assignment.

6. Claims

- 6.1. If you have purchased a Product from a retailers or distributors you are kindly required to contact them and follow their instructions on claim processes.
- 6.2. Every claim to warranty must follow the Return Material Authorization (“RMA”) process. This starts by submitting a claim in writing to:

Autarco Group BV
Schansoord 60
5469 SH, Erp
The Netherlands

Or email to: support@autarco.com

Such notice should enclose;

- Evidence of the date of delivery of the applicable product and the basis for the claim. Warranty claims may only be made by the original buyer or a person to whom the title to the Product has been transferred, provided that the Product remains in their original location and configuration.
 - A field report in the format provided by Autarco which may change from time to time, but will include detailed description of claim and Product serial numbers.
- 6.3. Upon receipt of such written claim, Autarco may seek further verification of the claim.
 - 6.4. Upon written RMA authorization by Autarco and according to return packaging and shipping instructions from Autarco, the allegedly-defective Product may be returned to Autarco.
 - 6.5. Autarco will not accept the return of any product unless prior written authorization has been given by Autarco.
 - 6.6. Autarco will not accept the return of any product unless the packaging and shipping instructions provided by Autarco were adhered to.
 - 6.7. Autarco will feedback on the claim and suggested solution as soon possible and within maximum thirty (30) days after accepted receipt of returned Product.

7. Other terms

- 7.1. Autarco reserves the right to deliver another type of Product(s) with difference in size, form, color and / or output if the type of the reclaimed Product(s) is no longer produced at the time of complaint.
- 7.2. The repair, replacement or additional delivery of the Product(s) neither renews nor extends the period of the warranties.
- 7.3. Any replaced Product shall become the property of Autarco.

8. Severability

- 8.1. If a part, provision or clause of this "Limited Product Warranty", or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this "Limited Product Warranty", and to this end such other parts, provisions, clauses or applications of this "Limited Product Warranty" shall be treated as severable.

9. Disputes

- 9.1. Any dispute(s) arising out of the RMA process or related to this "Limited Product Warranty" should be made within one (1) month after the cause of the dispute(s) appeared, otherwise the claim will not be accepted.

- 9.2. Disputes between Autarco and the claimant, including disputes regarded as such by only one party, shall be resolved as far as possible through proper consultation.
- 9.3. If the parties do not reach a solution amicably TÜV Rheinland has the jurisdiction to settle the disputes although Autarco is always entitled to submit the dispute to another competent body. All fees and expenses shall be borne by the losing party.

10. Force majeure

- 10.1. Autarco shall not be in any way be responsible or liable to the end user Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Autarco.

11. Validity

- 11.1. This version of the "Limited Warranties" holds its validity until replaced by an updated version.

Garantievoorwaarden leveranciers

Autarco omvormers

Solar string inverters Limited Warranty of Autarco Group BV

Autarco Group BV (hereafter "Autarco") guarantees that its SX, MX, LX and XLX series solar string inverters (hereafter "Product(s)") are designed and manufactured for a long life span and provides the following limited warranty:

1. Limited Product Warranty

Subject to the below exclusions, Autarco warrants that its Products will be free from defects in materials and workmanship under normal conditions of use, installation, and maintenance. If, within ten (10) years counting from the date of delivery, damages or defects occur in the course of use due to the use of inferior materials and / or bad workmanship, confirmed by Autarco, Autarco will, at its sole discretion, repair or replace the Product(s), or refund the purchase price within the above specified period.

Repair, replacement or a refund of the purchase price are the only and exclusive performances guaranteed under this "Limited Product Warranty" which is limited to the above specified period.

2. Exclusions and limitations

- 2.1. In any event, all warranty claims must be filed within the applicable warranty period.
- 2.2. The "Limited Product Warranty" do not apply to any Product(s) damaged by:
 - Negligence during storage, transport or handling.
 - Incorrect operation, inappropriate use or accidents.
 - Alternation, improper installation or improper application.
 - Repair or modification by someone other than an approved service technician of Autarco.
 - Use on mobile objects such as automobiles, ships, etc.
 - Force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of Autarco, for instance, earthquake, typhoon, whirlwind, volcanic eruption, flood, lightening, snowstorm, war, etc.
 - Unknown industry technical failures at the time of the delivery.

3. Limitation of Warranty Scope

- 3.1. This "Limited Product Warranty" replaces as well as excludes all other explicit or implicit warranties including but not limited to those from commercial law(s) and those of the suitability for a particular application, and all other obligations and liabilities on the part of Autarco, unless those warranties, obligations and liabilities disclaimed herein are otherwise explicitly pledged by Autarco in written form.

- 3.2. Autarco shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the products, including, without limitation, any defects in the products, or from use or installation.
- 3.3. Autarco is only liable for the direct loss of materials. Under no circumstances shall Autarco be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded.
- 3.4. The limited warranties do not cover any transportation charge and customs clearance costs for return of the Product(s), for reshipment of any repaired or replaced Product(s), or cost associated with installation, removal or re-installation of the Product(s).
- 3.5. Autarco's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer.

4. Transferability

- 4.1. This warranty is extended to the original end-user, and is transferable to any subsequent owner of the location or subsequent holder of the product when product(s) remain at their original installed location upon satisfactory proof of succession or assignment.

5. Claims

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5469 SH, Erp
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Or email to: support@autarco.com

Such notice should enclose;

- Evidence of the date of delivery of the applicable product and the basis for the claim. Warranty claims may only be made by the original buyer or a person to whom the title to the Product has been transferred, provided that the Product remains in their original location and configuration.

- A field report in the format provided by Autarco which may change from time to time, but will include detailed description of claim, Product serial numbers and Product error codes if applicable.
- 5.3. Upon receipt of such written claim, Autarco may seek further verification of the claim.
- 5.4. Upon written RMA authorization by Autarco and according to return packaging and shipping instructions from Autarco, the allegedly-defective Product may be returned to Autarco.
- 5.5. Autarco will not accept the return of any product unless prior written authorization has been given by Autarco.
- 5.6. Autarco will not accept the return of any product unless the packaging and shipping instructions provided by Autarco were adhered to.
- 5.7. Autarco will feedback on the claim and suggested solution as soon possible and within maximum thirty (30) days after accepted receipt of returned Product.

6. Other terms

- 6.1. Autarco reserves the right to deliver another type of Product(s) with difference in size, form, color and / or output if the type of the reclaimed Product(s) is no longer produced at the time of complaint.
- 6.2. The repair, replacement or additional delivery of the Product(s) neither renews nor extends the period of the warranties.
- 6.3. Any replaced Product shall become the property of Autarco.

7. Severability

- 7.1. If a part, provision or clause of this “Limited Product Warranty”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “Limited Product Warranty”, and to this end such other parts, provisions, clauses or applications of this “Limited Product Warranty” shall be treated as severable.

8. Disputes

- 8.1. Any dispute(s) arising out of the RMA process or related to this “Limited Product Warranty” should be made within one (1) month after the cause of the dispute(s) appeared, otherwise the claim will not be accepted.
- 8.2. Disputes between Autarco and the claimant, including disputes regarded as such by only one party, shall be resolved as far as possible through proper consultation.
- 8.3. If the parties do not reach a solution amicably TÜV Rheinland has the jurisdiction to settle the disputes although Autarco is always entitled to submit the dispute to another competent body. All fees and expenses shall be borne by the losing party.

9. Force Majeure

- 9.1. Autarco shall not be in any way be responsible or liable to the end user Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Autarco.

10. Validity

- 10.1. This version of the "Limited Warranty" holds its validity until replaced by an updated version.

Garantievoorwaarden leveranciers

Autarco
wisselstroomopbrengstgarantie

Autarco Wisselstroomopbrengstgarantie

Garantievoorwaarden

1. Definities

In deze garantievoorwaarden wordt verstaan onder:

- Autarco:** Autarco Group BV of één van diens dochterondernemingen
- Systeem:** Door Autarco aangeleverde Materialen die tezamen een werkende PV elektriciteitsgenerator vormen, geïnstalleerd op een bepaalde locatie.
- Materialen:** Alle componenten en onderdelen die nodig zijn om een Systeem samen te stellen, ten minste bestaande uit:
- PV-pane(e)l(en)
 - Omvormer(s)
 - Montagesyste(e)m(en)
 - DC-kabel(s)
 - DC-connector(en)
- Array:** Een set van PV-panelen gedefinieerd door:
- Paneeltype
 - Serienummers van panelen
 - Hellingshoek
 - Azimut
- String:** Een set van serieel verbonden PV-panelen uit één Array.
- Configuratie:** Specificatie van de omgeving van een Systeem, en de exacte wijze waarop de Materialen zijn verbonden. Dit omvat ten minste:
- Locatie van het Systeem
 - Specificatie van ten minste de volgende Materialen:
 - Zonnepanelen
 - Omvormers
 - Verdeling van panelen in Strings
 - Beschaduwning per String
 - Verdeling van Strings over inputs van omvormer(s)
 - Serienummer(s) van omvormer(s)
- Installateur:** De rechtspersoon die Materialen verkoopt aan Gebruiker en verantwoordelijk is voor de installatie van het Systeem.
- Gebruiker:** De rechtspersoon welke de door het Systeem opgewekte stroom verbruikt.

- Eigenaar:** De rechtspersoon die eigenaar is van het Systeem.
- Garantie:** De wisselstroomopbrengstgarantie uitgegeven door Autarco waarbij Autarco, gebaseerd op het Systeem en diens Configuratie, een bepaalde opbrengst garandeert over een periode van vijf jaar, vastgelegd in een Certificaat.
- Certificaat:** Het garantiebewijs waarin staat gespecificeerd:
- Gegarandeerde opbrengst van wisselstroom, in kWh, over een periode van vijf jaar
 - Compensatiebedrag per kWh
 - Details van de Configuratie
 - Details van Eigenaar
 - Details van de Gebruiker
 - Details van de Installateur
 - Verwijzing naar deze van toepassing zijnde garantievoorwaarden

2. Systeemregistratie

- 2.1. Voor deze Garantie dient de Installateur het Systeem te registreren bij Autarco, nadat het Systeem is geïnstalleerd. Deze registratie vindt enkel plaats op de systeemregistratiewebsite van Autarco, en dient volledig te worden uitgevoerd binnen negentig (90) dagen na levering van de Materialen aan de Installateur.
- 2.2. Bij systeemregistratie dient de Installateur onder andere de volgende gegevens op te geven dan wel te bevestigen:
- 2.2.1. Gebruikte Materialen
 - 2.2.2. Details van de Configuratie
 - 2.2.3. Details van de Eigenaar
 - 2.2.4. Details van de Gebruiker
- 2.3. Na systeemregistratie ontvangt de Gebruiker en de Eigenaar per email een Certificaat, alsook inloggegevens voor de website van Autarco waarop de Gebruiker de opbrengst van het Systeem kan volgen.

3. Garantie

- 3.1. Elke Garantie is gebaseerd op de exacte locatie en Configuratie van het Systeem waarop de Garantie betrekking heeft.
- 3.2. Elke Garantie komt in de vorm van een Certificaat.
- 3.3. Elk Certificaat garandeert een bepaalde opbrengst, in kWh, in de eerste periode van vijf (5) jaar na systeemregistratie.
- 3.4. Een Certificaat wordt uitgegeven na registratie van het Systeem.

- 3.5. De gegarandeerde kWh-waarden vermeld in het Certificaat zijn bindend.
- 3.6. Het door Autarco gehanteerde natuurkundig model om gegarandeerde kWh-waarden te berekenen kan veranderen, naar oordeel van Autarco. Wijzigingen in dit model hebben geen invloed op reeds uitgegeven Garanties.
- 3.7. Er kunnen geen rechten worden ontleend aan kWh-waarden gecommuniceerd of gegarandeerd in het verleden en/of voor een ander Systeem; zelfs als de locatie, de Configuratie of het Systeem dezelfde of zeer gelijkend is.
- 3.8. Prestatie ten opzichte van de Garantie wordt uitsluitend gemeten door middel van de Autarco monitoring interface. Geen alternatieve metingen kunnen worden gebruikt om een garantieclaim te onderbouwen.
- 3.9. Bij verstrijken van de termijn vermeld in het Certificaat, wordt de prestatie van het Systeem vergeleken met de gegarandeerde prestatie, en kan compensatie voor onderprestatie worden gevorderd tegen het compensatietarief vermeld in het Certificaat.

4. Internetverbinding

- 4.1. De Gebruiker is verplicht zorg te dragen voor ononderbroken internettoegang voor het Systeem, zodat het Systeem te allen tijde opbrengstdata kan versturen naar Autarco's servers.
- 4.2. Een door Autarco geconstateerde onderbreking van de internetverbinding langer dan 24 uur zal worden gecommuniceerd naar Gebruiker, Eigenaar en Installateur via de bij Autarco bekende contactgegevens.
- 4.3. Wanneer de internetverbinding tussen het Systeem en Autarco's servers is onderbroken, is het de verantwoordelijkheid van de Installateur om binnen tweeënzeventig (72) uur vast te stellen of er sprake is van een defecte omvormer of van een netwerkstoring. De Installateur doet hiervoor het volgende:
 - 4.3.1. Controleren of het Systeem correct functioneert en elektriciteit genereert, hierbij een door Autarco aangeleverde foutopsporingsprocedure volgend.
 - 4.3.2. Controleren of de netwerkinterface van de omvormer correct functioneert, hierbij een door Autarco aangeleverde foutopsporingsprocedure volgend.
- 4.4. Indien een netwerkstoring de oorzaak is van de onderbreking van de internetverbinding tussen het Systeem en Autarco's servers (4.3.1 en 4.3.2 zijn bevestigd), dient de Gebruiker de netwerkstoring op te lossen binnen vijf (5) dagen vanaf de start van de netwerkstoring.
- 4.5. Tekortkoming in de nakoming van bepalingen 4.3 en/of 4.4 resulteert in het vervallen van de Garantie.
- 4.6. Herstel van de internetverbinding wordt eveneens bevestigd aan Gebruiker, Eigenaar en Installateur.

5. Vervangingen

- 5.1. In geval van een defecte omvormer verstuurt Autarco een vervangende omvormer naar de Installateur, die verantwoordelijkheid draagt voor het uitwisselen van de omvormers binnen 72 uur na ontvangst van de vervangende omvormer. Hogere servicegraden kunnen van toepassing zijn; zie hiervoor de betreffende aanvullende garantiebepalingen.
- 5.2. In geval van defecte pane(e)l(en) verstuurt Autarco een vervangende omvormer naar de Installateur, die verantwoordelijkheid draagt voor het uitwisselen van de pane(e)l(en) binnen twee (2) weken na ontvangst van de vervangende pane(e)l(en). Hogere servicegraden kunnen van toepassing zijn; zie hiervoor de betreffende aanvullende garantiebepalingen.

6. Vorderingen

- 6.1. Een garantieclaim moet ingediend worden door de Eigenaar van het Systeem via Autarco's monitoring website, binnen dertig (30) dagen na het verstrijken van de termijn vermeld in het Certificaat.
- 6.2. Met het indienen van een garantieclaim gaan de Eigenaar akkoord met het faciliteren een eventueel onderzoek dat Autarco instelt naar de oorzaak van de onderprestatie. Dit faciliteren kan onder andere bestaan uit:
 - 6.2.1. Aanleveren van actuele foto's van het Systeem
 - 6.2.2. Medewerking verlenen aan van een inspectie ter plaatse van het Systeem

7. Betaling

- 7.1. Uitbetaling van een geaccepteerde garantieclaim geschiedt via directe overboeking naar een bankrekening van de Eigenaar.

8. Aansprakelijkheid

- 8.1. De Garantie kan niet worden uitgegeven in de volgende gevallen:
 - 8.1.1. De termijn voor systeemregistratie, als beschreven in bepaling 2.1, is verstreken.
- 8.2. De Garantie vervalt wanneer:
 - 8.2.1. de daadwerkelijke Configuratie afwijkt van de bij systeemregistratie opgegeven Configuratie;
 - 8.2.2. in het Systeem Materialen zijn gebruikt die niet geleverd zijn door Autarco;
 - 8.2.3. er Materialen kapot of defect zijn om redenen die niet gedekt worden door Autarco's component- of systeemgarantie;
 - 8.2.4. het Systeem na installatie opzettelijk gewijzigd is zonder uitdrukkelijke instemming van Autarco;

8.2.5. er schade is aan het Systeem als gevolg van:

- 8.2.5.1. Nalatigheid gedurende opslag, transport en/of verwerking.
- 8.2.5.2. Incorrect of ongepast gebruik of ongelukken.
- 8.2.5.3. Onjuiste installatie of onjuiste toepassing.
- 8.2.5.4. Reparatie of wijziging door een niet door Autarco goedgekeurde installateur.
- 8.2.5.5. Stroompieken, rook, zout, zure regen, etc.
- 8.2.5.6. Toepassing op mobiele objecten zoals automobielen, schepen etc.
- 8.2.5.7. Force majeure of andere onvoorziene omstandigheden.
- 8.2.5.8. Onbekende technische fouten op moment van leveren.
- 8.2.5.9. De Gebruiker faciliteert niet binnen tweeënzeventig (72) uur na indienen van de garantieclaim een inspectie van het Systeem door Autarco of Installateur.

9. Recht op toegang

- 9.1. Autarco en Installateur hebben het recht op toegang tot het Systeem binnen tweeënzeventig (72) uur na verzoek aan de Gebruiker.
- 9.2. Autarco kan, naar eigen oordeel en voor eigen kosten, proactieve maatregelen nemen wanneer een Systeem onderpresteert of dreigt te onderpresteren. Dit kan omvatten het vervangen van Materialen of laten installeren van extra PV-panelen door de Installateur of een ander door Autarco goedgekeurd installatiebedrijf.

10. Force majeure

- 10.1. Indien voor Autarco het voldoen aan één of meerdere van haar verplichtingen, geheel of gedeeltelijk, permanent onmogelijk is vanwege force majeure, heeft Autarco het recht de Garantie volledig of gedeeltelijk te ontbinden. Gebruiker en Installateur hebben geen recht op schadevergoeding.
- 10.2. Indien voor Autarco het voldoen aan één of meerdere van haar verplichtingen, geheel of gedeeltelijk, tijdelijk onmogelijk is vanwege force majeure, heeft Autarco het recht de Garantie volledig of gedeeltelijk te ontbinden. Gebruiker en Installateur hebben geen recht op schadevergoeding.
- 10.3. De term 'force majeure' omvat, maar is niet beperkt tot: een buitengewoon natuurlijk verschijnsel dat een negatief effect heeft op insolatie of de helderheidsindex, zoals vulkaanuitbarstingen, sneeuwstormen, tyfoons; tekort aan grondstoffen, halffabrikaten of apparatuur voor de productie van de Materialen; stakingen of andere arbeidsconflicten; tekort aan arbeidskrachten; contractbreuk door een directe of indirecte leverancier van Autarco; omstandigheden die de normale bedrijfsvoering van Autarco of diens leveranciers

verstoren; transportproblemen; import- en/of exportrestricties; alle situaties, feiten, omstandigheden en redenen die onder force majeure vallen onder Nederlandse wetgeving.

11. Toepasselijk recht

- 11.1. Op alle rechtsverhoudingen tussen Autarco en de Gebruiker is uitsluitend Nederlands recht van toepassing, zonder inachtneming van de bepalingen van het Weens Koopverdrag.
- 11.2. Alle geschillen welke tussen Autarco en de Gebruiker ontstaan, zullen uitsluitend aan de bevoegde rechter in Nederland worden voorgelegd, mits Autarco het recht heeft een geschil voor te leggen aan de bevoegde rechter in de woonplaats, plaats van oprichting of vestigingsplaats van de Gebruiker.