

Warranty and Service Conditions for inverters

(Valid from: 01.11.2022)

1. General information

KACO new energy GmbH (hereinafter KACO new energy) hereby grants a limited warranty for the products manufactured by it listed in section 4.

KACO new energy is entitled to change these warranty conditions at any time with effect for the future. The warranty conditions valid at the time of purchase of a product always apply.

The warranty extension as described in section 3 is also subject to the General Terms and Conditions of KACO new energy (General Terms and Conditions for Supplies and Services of KACO new energy).

2. Manufacturer's Limited Warranty

The warranty is a manufacturer's warranty; the beneficiary of the warranty is the owner of the device for which the warranty was concluded ("customer").

This limited warranty applies only to the products in section 4 in the respective countries listed. All possible and individual agreements between KACO new energy and the customer must be disclosed.

This manufacturer's warranty guarantees that the device is free of material or manufacturing defects at the time of initial delivery. Claims under this warranty can only be made if the device is installed and operated in accordance with the manufacturer's regularly updated instructions and if the defect is reported immediately after discovery and within the warranty period. The scope is limited to the elimination of the defect by - at KACO new energy's option - repair or replacement of the device with a repaired device. Alternatively, KACO new energy may choose to refund the current residual value of the inverter. In the event of replacement of the entire device, the remaining warranty period shall be transferred to the replacement device. If device components are replaced, they will receive the same remaining warranty period as the repaired device.

Further claims, in particular for compensation for loss of profit, direct and indirect damage caused by the defect, installation and removal costs and loss of profit, are excluded from this warranty. If the customer demands unnecessary or unjustified service and/or (KACO new energy) replacement services under this manufacturer's warranty, KACO new energy shall be entitled to charge the Customer for the costs incurred.

KACO new energy points out that warranty services for a device will only be provided when KACO new energy no longer has any outstanding claims against the customer. All claims arising out of or in connection with this warranty shall be governed by German law. The exclusive place of jurisdiction for all disputes arising from or in connection with this warranty is - to the extent permitted by law - Heilbronn, Germany.

This manufacturer's warranty shall apply in addition to the customer's statutory rights and shall not affect the customer's statutory rights in the event of warranty claims (including claims against KACO new energy as manufacturer under the Product Liability Act).

3. Warranty Extensions

Warranty extensions can be requested by KACO new energy customers.

KACO new energy customers may apply for a warranty extension based on a new offer from KACO new energy, which is subject to additional costs and should be confirmed by KACO new energy.

Considering the KACO standard warranty period offered (5 years), KACO new energy provides three types of warranty extension on KACO new energy products:

- Additional 5-year warranty extension to a total of 10 years
- Additional 10-year warranty extension to a total of 15 years
- Additional 15-year warranty extension to a total of 20 years

A warranty extension is only possible after confirmation by KACO new energy and only during the term of KACO standard warranty period (5 years). KACO new energy may request an inspection of the condition of the inverters.

During the warranty extension and every 5 years from the start of the warranty extension, KACO new energy is entitled to carry out a mandatory inspection of the equipment. Furthermore, KACO new energy reserves the right to inspect the equipment for which no maintenance contract has been concluded. The inspection shall be at the expense of the customer, who shall grant KACO new energy's employees' access to the inverter and the relevant maintenance documents.

KACO new energy reserves the right to unilaterally terminate the contract at the customer's expense after the inspection.

The term of the warranty extension shall commence upon acceptance of a warranty extension order by KACO new energy after the above-mentioned inspection and upon payment in accordance with the contractual payment terms.

After expiration of the warranty extension order term, the warranty extension order expires automatically.

In the event that the German inflation index (https://www.destatis.de/EN/Themes/Economy/Prices/Consumer-Price-Index/_node.html) rises above 2%, KACO reserves the right to adjust the price.

4. Warranty period and scope

Warranty Period	Warranty extension with costs	Warranty applies to the following models*1
5 years (max. 66 months from shipment)	10 years, 15 years, 20 years	<u>Blueplanet wall-mounted inverters:</u> 3.0NX1, 3.7NX1, 4.0NX1, 5.0NX1 15.0NX3, 20.0NX3, 25.0.NX3, 30.0NX3, 33.0NX3
	10 years, 15 years, 20 years	50.0TL3, 60.0TL3, 87.0TL3, 92.0TL3, 105TL3, 110TL3, 125TL3, 125TL3US, 137TL3,150TL3, 155TL3, 165TL3 Blueplanet hybrid 10.0TL3
10 years (max. 126 months from shipment)	15 years, 20 years	<u>Blueplanet wall-mounted inverters:</u> 3.0NX3, 5.0NX3, 8.0NX3, 10.0NX3
2 years** (max. 30 months from shipment) 5 years** when selling through system partners	On request	<u>Wall mounted inverters**:</u> blueplanet: gridsave 50.0TL3-S, 92.0TL3, BG110, BG137
2 years (max. 30 months from shipment)	On request	<u>Wall-mounted inverter:</u> 50.0TL3 ROnly

*1 It only applies to devices manufactured by KACO new energy. Products not manufactured by KACO new energy (e.g., DC distributors, switchgear, current transformers, voltage transformers, transformers, (low consumption) control devices, monitoring and communication devices, routed cables, accumulators, and batteries) as well as consumables and equipment parts subject to regular wear and tear (e.g., accumulators, batteries, varistors, string fuses, filters, surge arresters and surge protection devices) are excluded from the terms of this warranty.

** Depending on model, (see above) warranty ends after 5,000 charge cycles. Proof of the number of cycles must be provided by the warranty holder when making a warranty claim. Proof of the number of cycles must be submitted in the event of a warranty claim, otherwise the warranty cannot be provided by the guarantor. The warranty extension for blueplante gridsave inverters is possible up to 10 years, but for a maximum of 10,000 charging cycles. The number of cycles must be proven by the warranty claimant. Proof of the number of cycles must be submitted in the event of a warranty claim, otherwise the warranty cannot be provided by the guarantor.

The warranty begins on the date of initial delivery by KACO new energy and ends on the earlier of (depending on the model, see above): (i) sixty (60) months from the date the unit is placed in service or (ii) sixty-six (66) months from the date of initial

delivery by KACO new energy or (i) one hundred twenty (120) months from the date the unit is placed in service or (ii) one hundred twenty-six (126) months from the date of initial delivery by KACO new energy or (i) twenty-four (24) months from the date the unit is placed in service or (ii) thirty (30) months from the date of initial delivery by KACO new energy.

The warranty for wall-mounted inverters is valid in the following countries*2:

Europe: Albania, Austria, Belgium, Bosnia, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, North Macedonia, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom

Africa: Egypt, Botswana, Kenya, Mozambique, Namibia, Zambia, South Africa, Tanzania, Zimbabwe

Near and Middle East: Jordan, Qatar, Kuwait, Oman, Saudi Arabia, United Arab Emirates, Israel (Only valid for devices imported by Altitude)

Asia/Pacific: Australia, Indonesia, Japan, Malaysia, Myanmar, Pakistan, Philippines, Sri Lanka, South Korea (Only valid for equipment imported by OCI Power Ltd), Taiwan, Thailand, Vietnam

America: Argentina, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Jamaica, Panama, Peru, Mexico, Paraguay

*2 A prerequisite for the validity of the warranty is that valid country certificates for the device are available. Furthermore, the fulfillment of the warranty by KACO new energy is subject to the proviso that there are no obstacles to fulfillment due to national or international regulations of foreign trade law as well as no embargos and/or other sanctions.

For the overseas territories listed below, FCA KACO new energy Service plant must be considered as INCOTERMS 2020:

Africa Egypt, Botswana, Kenya, Mozambique, Namibia, Zambia, Tanzania, Zimbabwe

Middle East: Qatar, Kuwait, Oman, Saudi Arabia, United Arab Emirates

Asia/Pacific: Australia, Indonesia, Japan, Malaysia, Myanmar, Pakistan, Philippines;

America: Argentina, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Jamaica, Panama, Peru, Mexico, Paraguay.

For overseas territories and for countries not listed, the warranty can be claimed upon approval of KACO new energy exclusively upon delivery FCA in a service plant of KACO new energy or from a partner certified by KACO new energy.

The service contact points in the countries can be contacted via <https://kaco-newenergy.com/de/nc/service/kundendienst/>.

5. Warranty Exclusions

KACO new energy reserves the right to refuse warranty services for justified reasons and to charge the customer for services rendered or still to be rendered. Warranty services are generally excluded in the case of:

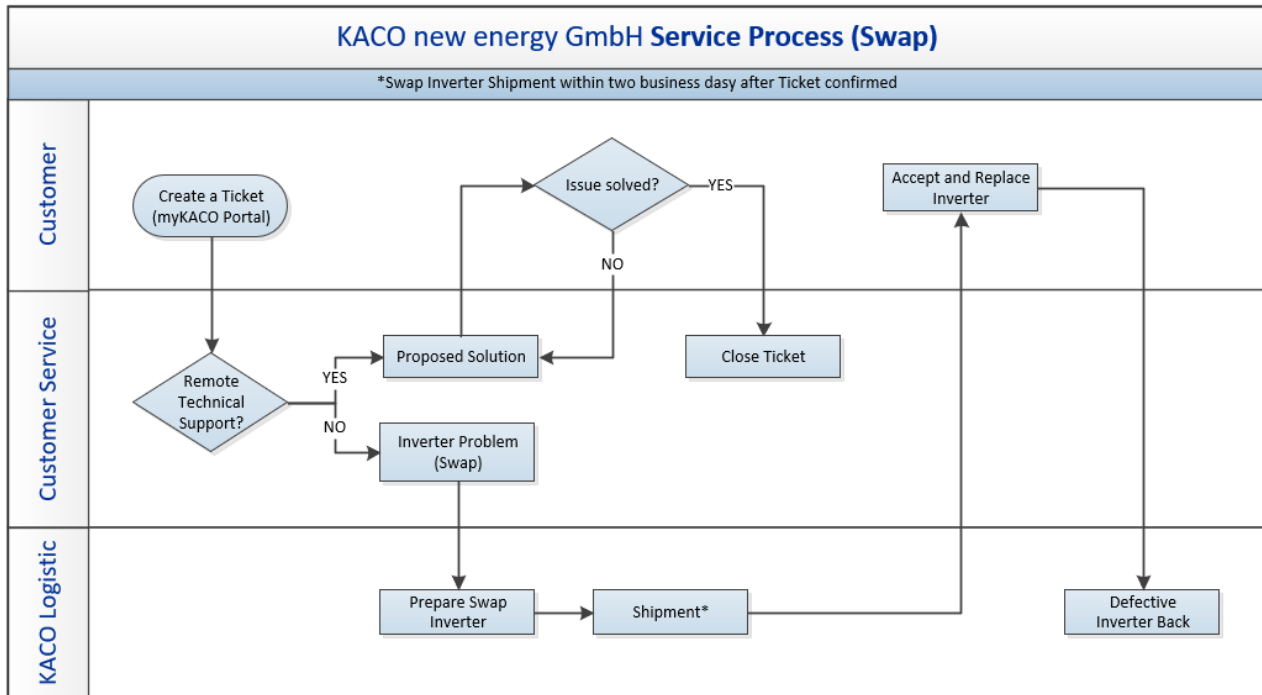
- Non-commissioning of the device within 24 months after delivery by KACO new energy, or if the device has been switched off for more than 24 months after commissioning
- Improper use of the device or use outside the specified ambient conditions (e.g., consequential damage after corrosion) improper or incorrect installation and/or operation of the device (e.g., connection errors and/or incorrect menu settings)
- Operation of the device with defective protective equipment (electrical and/or mechanical)
- Unauthorized modifications to the device or attempted repairs not approved by KACO new energy
- Use of battery types that are not certified for operation with KACO new energy hybrid inverters.
- External impact and force majeure (e.g., lightning strike, overvoltage, severe weather, fire, earthquake, pest infestation)
- Insufficient ventilation of the device
- Insufficient protection of the device against external influences and weather conditions
- Non-observance of the relevant safety regulations (VDE, etc.)
- Transport and/or storage damage to the device (e.g., in the case of return shipments of defective devices in unsuitable packaging)
- Faulty or non-standard planning, design, installation and/or operation of the equipment, which have caused damage to the equipment
- Missing or invalid country certificates for the purchased device, i.e., in the case of "gray imports" to countries for which the device is not intended/approved
- Vandalism, engravings, inscriptions, irreversible soiling, or theft
- Failures/malfunctions in connection with third-party accessories
- Easily remedied causes of malfunctions (e.g., software updates)
- Removal or obscuring of the nameplate on the device
- For stand-alone units in systems with an AC output of one megawatt or more: if the date of commissioning and commissioning support by KACO new energy or a certified partner cannot be proven
- Deviations from the data and instructions in catalogs, instructions and manuals provided (including www.kaco-newenergy.com)
- If the mandatory required information and documents are not available (esp. Pt3)
- Incorrect use or improper operation (including in particular improper forced disconnection or operating outside the technical specification (e.g., exceeding the max. DC short-circuit current, etc.).

6. Obligations not Covered by this Warranty or not Covered after Warranty Expiration

Repairs, conversions, and services without a warranty claim (i.e., after the expiry of the warranty period, provided that warranty claims are excluded or there is no defect) will be charged. By requesting service, the customer agrees to bear the costs incurred in accordance with KACO new energy's current cost flat rates. The cost flat rates valid at that time can be requested in advance.

7. KACO new energy service process swap (EU)

The following chart is explaining the service process swap and refers to the European Economic Area and is accordingly only valid in the EU.



- Create a ticket via the myKACO portal on the KACO new energy homepage: <https://kaco-newenergy.com/de/home/>, phone number: +49 7132 896-0.

8. Required information in case of service for the ticket

In order to create a ticket, the customer must contact his local professional electrical installer for troubleshooting assistance to determine the cause and report the defect. Software updates, that can be installed without the support of KACO new energy, are provided on the KACO new energy website www.kaco-newenergy.com (depending on the model).

The following information and documents of the affected inverter are required for fault acceptance and processing:

Mandatory:

- Device type (e.g., blueplanet 15.0 TL3) and serial number (e.g., 15.0TL01234567) as stated on the type label of the device
- Date of delivery ex works from KACO new energy facility and/or date of initial commissioning (copy of commissioning support report)
- For ground-mounted inverters in systems having an AC power output of one megawatt upwards, proof of the date of commissioning and that commissioning support was provided by KACO new energy or a certified partner

If available:

- Error message appearing on the display and other information regarding the defect / fault
- Current software version
- Assurance that all tests for warranty exclusions have been carried out by the professional installer
- Proof of regular maintenance according to the predefined maintenance plan
- Detailed information about the entire system design (modules, connection-diagram etc.)
- Copy of the purchase invoice and proof of registration or the Warranty Certificate
- Documentation relating to any previous complaints and or exchanges (if applicable)

On accepting claims, KACO new energy, after consultation with the reporting professional installer, will decide at its sole discretion. KACO new energy GmbH valid from 01.11.2022

discretion how and where to carry out the repairs / rework and will determine whether the defective unit needs to be replaced by a replacement unit or whether the cost of the device will be refunded.

When KACO new energy technicians provide on-site service, the customer at his own expense must ensure full, free and secure access to the devices. If required, the customer must also make any necessary resources (instruments / access equipment etc.) available and these must comply with the governing applicable health and safety regulations.

If device components are replaced or repaired, the components are covered by the same remaining warranty period as the repaired device.

In the case of a refund, KACO new energy will determine the appropriate value of the defective device based on its marketable value if it had not been defective. Only this value will be refunded.

If the return of equipment is required, the customer at its own risk is responsible for ensuring that it is safely and securely packed for shipping in the original manufacturer's packaging or equivalent. If a device is replaced, KACO new energy will send a replacement unit, after receipt of the defective appliance. Through the exchange process, the defective unit becomes the property of KACO new energy, and the replacement unit becomes the property of the customer whereby KACO new energy reserves ownership of the replacement device until receipt of the defective device or receipt of payment of the price for the replacement device. The remaining warranty period of the original device is transferred to the replacement device.

For defective devices that are not delivered to KACO new energy within one week after delivery of the replacement device, KACO new energy shall invoice the customer for the current price of the replacement device. Should the repair of the defective device involve disproportionate effort and/or costs, even in the case of warranty, these shall be charged to the customer.

9. Considerations during Service procedures

KACO new energy is entitled to use repaired or reconditioned spare parts and housing parts (traces of use possible) within the scope of an exchange.

Due to technical progress, it is possible that an alternative device must be used as a replacement device in a service case.

It is also possible that a replacement device provided or purchased components are not compatible with components installed on site (e.g., accessories for remote monitoring or remote action). Any expenses and costs incurred as a result are not covered by the warranty and will not be covered by KACO new energy.

10. Overview: Which costs are covered by whom in case of service

Cost coverage for	Warranty*3	Non-Warranty
Service flat fee professional installer	KACO new energy	Customer
Shipment of defective device to KACO new energy	Customer	Customer
Return shipment of repaired unit/replacement unit	Customer	Customer
Packaging costs	KACO new energy	Customer
Shipping of spare parts and material to customer	Customer	Customer
Shipping of defective parts to KACO new energy	Customer	Customer
Reconditioning / cleaning (if required)	Customer	Customer
Hours worked by KACO new energy	KACO new energy	Customer
Spare parts and materials	KACO new energy	Customer
Travel expenses	Customer	Customer
Troubleshooting / Cause determination on device by KACO new energy	KACO new energy	Customer
Administrative effort Service procedure	KACO new energy	Customer
Inspections and customs costs	Customer	Customer

*3 This manufacturer's warranty applies in addition to the customer's statutory rights and does not affect these in the event of warranty claims (including claims against KACO new energy as manufacturer under the Product Liability Act).

Further information can be found at www.kaco-newenergy.de

11. Country-specific regulations: Australia

The following applies if the customer is considered a consumer as defined in Section 3 of the Australian Consumer Protection Act:

Our goods come with warranties that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund in the event of a serious defect and compensation for any other reasonably foreseeable loss or damage. You are also entitled to repair or replacement of the goods if the goods are not of acceptable quality, and it is not a serious defect.

Importer:

Siemens Australia Head Office: 885, Mountain Highway, Bayswater, VIC 3153, Australia.

Service Contact :1300 668 336

E-mail : Energy.salesandsupport.au@siemens.com

Manufacturer :

KACO New Energy GmbH: Werner-von-Siemens-Alle 1, 74172 Neckarsulm, Germany.

Service contact: +49 7132 3818-660

E-mail: service@kaco-newenergy.de

For more information, visit www.kaco-newenergy.com.