



GUARANTEE CONDITIONS OF LEDVANCE GMBH FOR STANDARD PV INVERTERS AND ACCESSORIES

JULY 2024

Subject to the provisions of these Guarantee Conditions LEDVANCE GmbH, Parkring 1-5, 85748 Garching near Munich, Germany (hereinafter "**LEDVANCE**") grants a voluntary standard guarantee (hereinafter "**Freedom of Defect Guarantee or Guarantee**") for the PV inverters listed in TABLE 1A (hereinafter "**PV Inverters**") and the accessories listed in TABLE 1B (hereinafter "**Accessories**") for the Guarantee period specified below (hereinafter "**Guarantee Period**"). PV Inverters and Accessories are hereinafter collectively referred to as "**Product(s)**".

A. VOLUNTARINESS, RESERVATION OF STATUTORY CLAIMS

These Guarantee Conditions are an independent, voluntary and gratuitous service of LEDANCE which does not limit any legal or contractual claims or rights of the Guarantee Holder (as defined under D. below) resulting from, but not limited to, a statutory warranty or the German Product Liability Act (ProdHaftG). Statutory claims and rights and their free assertion shall apply independently of and parallel to these Guarantee Conditions and any Guarantee claim.

B. GUARANTEE PRODUCTS, GUARANTEE PERIOD, GUARANTEE TERRITORY

TABLE 1A - PV INVERTERS

"FREEDOM FROM DEFECTS GUARANTEE"

GUARANTEE PERIOD	GUARANTEE PRODUCTS
10 YEARS*	INVERTER GRID-TIED INVERTER
10 YEARS*	INVERTER HYBRID

* THE GUARANTEE PERIOD COMMENCES ON THE INITIAL INSTALLATION DATE BUT NO LATER THAN SIX (6) MONTHS AFTER THE PRODUCT HAS LEFT LEDVANCE'S WAREHOUSE. THE DATE THE PRODUCT HAS LEFT LEDVANCE'S WAREHOUSE IS INDICATED ON LEDVANCE'S DELIVERY NOTE.

TABLE 1B - ACCESSORIES

"FREEDOM FROM DEFECTS GUARANTEE"

GUARANTEE PERIOD	GUARANTEE PRODUCTS
2 YEARS*	WI-FI STICK
2 YEARS*	EXTERNAL METER

* THE GUARANTEE PERIOD COMMENCES ON THE INITIAL INSTALLATION DATE BUT NO LATER THAN SIX (6) MONTHS AFTER THE PRODUCT HAS LEFT LEDVANCE'S WAREHOUSE. THE DATE THE PRODUCT HAS LEFT LEDVANCE'S WAREHOUSE IS INDICATED ON LEDVANCE'S DELIVERY NOTE.



TABLE 2 - ENTRY INTO FORCE AND GUARANTEE TERRITORY

ENTRY INTO FORCE OF THESE GUARANTEE CONDITIONS: 1 NOVEMBER, 2022

GUARANTEE TERRITORY: COUNTRIES WITHIN THE EUROPEAN ECONOMIC AREA (EEA) AS WELL AS THE FOLLOWING COUNTRIES: ALBANIA, BOSNIA AND HERZEGOVINA, KOSOVO, MOLDOVA, MONTENEGRO, NORTH MACEDONIA, SERBIA, SWITZERLAND, TURKEY, UKRAINE AND UNITED KINGDOM.

C. COVERED PRODUCTS, ONLINE REGISTRATION

This Guarantee shall apply exclusively and exhaustively to Products set forth in TABLE 1A and TABLE 1B above:

- a. purchased during the effective period of these Guarantee Conditions,
- b. within the Guarantee territory as per TABLE 2 (hereinafter "Guarantee Territory"), and
- c. registered with LEDVANCE on the LEDVANCE RE app or on the LEDVANCE cloud website at cloud.ledvance.re

Products listed in TABLE 1A and TABLE 1B above must have been purchased directly from LEDVANCE or from an authorized LEDVANCE reseller or distributor, or from a professional installation company as new equipment and put into operation by a professional installer in accordance with the Product's operating and installation instructions.

D. GUARANTEE HOLDER

Guarantee Holder is the person or entity who has verifiably purchased and registered the Product pursuant to section C above and is operating it for the first time in accordance with its intended use (hereinafter the "initial Guarantee Holder"). Distributors and other resellers who do not operate the Product for their own purposes are not entitled to the Guarantee. The Guarantee may be transferred by an initial Guarantee Holder to another person or entity (hereinafter the "subsequent Guarantee Holder") together with the covered Product and maintained, provided that (1) the covered Product is not removed from the place of first use and (2) no modifications are made to the covered Product. The Guarantee Period as per TABLE 1A or TABLE 1B above applicable to the transferred Product shall neither be suspended, interrupted or renewed by such transfer and no new Guarantee agreement is entered into with the subsequent Guarantee Holder, who merely takes over the Guarantee from the initial Guarantee Holder to the extent that it existed in relation to the initial Guarantee Holder at the time of transfer.

E. "FREEDOM FROM DEFECTS GUARANTEE"

Subject to the provisions of these Guarantee Conditions, LEDVANCE guarantees to the Guarantee Holder that for the above indicated Guarantee Period, PV INVERTERS named in TABLE 1A and PV ACCESSORIES named in TABLE 1B above, will be free from defects in material and workmanship that affect the Product(s) operation ("Freedom from Defects Guarantee").

1. GUARANTEE CLAIMS, CLAIM PROCESS

1.1 A Guarantee claim exists if

- a. the covered Product has a material or workmanship defect,
- b. such a defect affects the operation of the covered Product,
- c. the defect occurs during normal use of the covered Product, and
- d. the Guarantee Holder's claim is not excluded on the basis of section E.4 below (Guarantee Exclusions and Limitations).

1.2 Defects that do not affect the proper functioning of the Product (e.g. scratches, stains, rust, discoloration, natural mechanical wearing, or mildew) are not covered by this Guarantee.

2. CLAIM PROCESS

2.1 The processing of a Guarantee claim, and the granting of the Guarantee benefit in accordance with the provisions of these Guarantee Conditions will be carried out by LEDVANCE for Guarantee claims in Germany.

2.2 For Guarantee claims in the Guarantee Territory outside of Germany the locally responsible LEDVANCE group company ("LEDVANCE Company") will handle the claim.

2.3 To make a claim under the Guarantee the Guarantee Holder must contact (i) LEDVANCE or, (ii) in case of a Guarantee claim outside of Germany, the relevant LEDVANCE Group Company, within thirty (30) days upon discovery of the defect during the Guarantee Period by email.

Therefore, the Guarantee Holder must fill in the complaint form included in these Guarantee Conditions (see download option below). The complaint form (PDF) must be sent to the local LEDVANCE email address published in the footer of the respective complaint form.

2.4 Product(s) shall be returned at LEDVANCE's request to:

LEDVANCE GmbH
CQM Department
Steinerne Furt 6
86167 Augsburg
Germany

or alternatively to the address communicated to Guarantee Holder by LEDVANCE.

2.5 The complaint must contain the following mandatory information and documentation:

- The claimant (Guarantee Holder): Company name (if any), First name, Surname, address, phone number, email
- Reason for the complaint incl. a detailed description of the defect
- Supporting materials, including photos and data
- Product details, in particular, without limitation: Product name, Product number (EAN) / Product identity code (IC), Product serial number, purchased quantity, claimed quantity
- Installation location / site of the Product(s), if applicable
- Installation information, if applicable
- Copy or a scan of the invoice for the Product(s) issued to the Guarantee Holder, or copy or scan of the delivery note for the Product(s) issued to the Guarantee Holder
- Other supplementary information required by LEDVANCE.

If the Guarantee Holder fails to notify LEDVANCE and/or to provide the relevant information in the above list of items according to the above requirements, LEDVANCE has the right to refuse to process the relevant claim(s) until the Guarantee Holder provides the relevant information as required by LEDVANCE.

2.6 After LEDVANCE receives the Guarantee Holder's claim and complete information material, LEDVANCE will review and evaluate the relevant claim request.

2.7 At LEDVANCE's request Guarantee Holder shall:

- a. return the Product(s) in question to LEDVANCE in accordance with the return material authorization (hereinafter "RMA") issued by LEDVANCE,
- b. not cause any damage to the Product(s) by the disassembly,
- c. adhere to LEDVANCE Returned Goods Packaging and Shipping Guidelines, provided by LEDVANCE, and
- d. arrange for transport of the Product(s) at its own expense.
- e. Before returning a Product, the Guarantee Holder is responsible for backing up relevant data to prevent data loss.

2.8 Upon LEDVANCE's acceptance of the delivery of a returned Product, title to such Product is transferred to LEDVANCE. If any Product(s) are returned other than in compliance with the above return process, or if LEDVANCE cannot verify the reported defect, then LEDVANCE may in its discretion return such Product(s) to the Guarantee Holder at Guarantee Holder's expense, with the risk (including but not limited to damage and loss of the goods) and any cost of the related Product resulting from damage or loss being borne by the Guarantee Holder.

2.9 LEDVANCE reserves the right to verify the cause of the Product(s) failure and/or have it determined by an independent third-party testing laboratory of LEDVANCE's choice. LEDVANCE will pay for the costs associated with the third-party testing unless the results demonstrate no actual Product failure, in which case LEDVANCE reserves the right to charge Guarantee Holder for such costs.

2.10 A Guarantee claim regarding a Product can only be raised by the Guarantee Holder.

2.11 Guarantee Holder may only make one claim regarding the same Product due to any Product quality issue based on these Guarantee(s) and may not make repeated claims based on the same quality issue for the same Product.



3. GUARANTEE SERVICES

3.1 In the event of a Guarantee claim based on a Product's failure to comply with this Guarantee, LEDVANCE may choose one of the following exclusive Guarantee service options at its sole discretion and as its sole obligation:

- a. repair of any affected Product and return of the repaired Product to the Guarantee Holder. LEDVANCE will not bear the costs (including customs duties, export certificates, etc.) for transport or shipping of the defective Product to LEDVANCE or for the return of the repaired Product to the Guarantee Holder;
- b. provide new or refurbished replacement Product(s) (or parts thereof) to the Guarantee Holder. LEDVANCE will not bear the costs (including customs duties, export certificates, etc.) for transport or shipping of any defective Product to LEDVANCE or for the return of the replacement Product(s) (or parts thereof) to the Guarantee Holder); or
- c. issue a credit note for the residual market value of the Product(s) to Guarantee Holder's account if the Guarantee Holder is a direct LEDVANCE customer. A LEDVANCE direct customer is a person or entity who has purchased the Product directly from LEDVANCE or a LEDVANCE Company with a registered office in the Guarantee Territory (and not from a reseller or other third-party distributor).

Residual market value of the Product in applicable currency = (Guarantee Period in years - Operation duration in years) * (Product Price New / Guarantee Period in years). The residual market value of the Product cannot be negative.

3.2 If LEDVANCE decides that the defective Product is to be repaired or to be replaced and requests the Guarantee Holder to return the defective Product in the original or equivalent packaging, the Guarantee Holder shall ensure proper dismantling and transport to the return address notified by LEDVANCE (see section E 2.4 above).

3.3 If the faulty Product is not received by LEDVANCE within thirty (30) days after delivery of the replacement Product, the Guarantee Holder will be charged for the replacement Product at the current price for a new Product. In addition to travel and delivery costs (to and from Guarantee Holder), labor costs will be charged by LEDVANCE if Products returned are found to be not faulty following a Guarantee claim. If defective Products have not been returned to LEDVANCE in time any replacement Product sent by LEDVANCE will be excluded from the remaining Product Guarantee.

3.4 The granting of one of the above Guarantee services does not extend or renew the original Guarantee Period of a Product. For example, the Guarantee Period of a replacement Product shall be the remaining Guarantee Period of the original Product. Any replaced defective Products shall become the property of LEDVANCE made for their disposal.

3.5 If the defective Product is no longer produced, cannot be supplied or has been withdrawn from the market, LEDVANCE has the right to provide functionally equivalent products as replacement for the defective Product(s) which are at least similar in specifications, features, function and compatibility to the defective Product(s).

4. GUARANTEE EXCLUSIONS AND LIMITATIONS

- 4.1 LEDVANCE must be notified of all claims within the relevant Guarantee Period as described in TABLE 1A and TABLE 1B. Any claim made outside of the relevant Guarantee Period or Guarantee Territory is invalid.
- 4.2 This Guarantee does not include any costs of labor or other costs related to de-installing or re-installing a Product, or costs related to de-installing, re-installing or troubleshooting any other elements of Guarantee Holder's electrical systems.
- 4.3 This Guarantee does not cover any transport or shipping charges, customs clearance charges, any Product return charges, shipping charges for replacement of Product(s), installation-, removal- or reassembly-costs associated with Product(s), or third-party testing or appraisal costs except as outlined in section E para 2.9; if the above costs are incurred during the claim process, the Guarantee Holder shall bear them.
- 4.4 A Guarantee claim shall only be valid if the Product has at all times been operated within the permissible specifications according to the Product data sheet and has been installed, put into operation and utilized in accordance with LEDVANCE's installation and operating instructions.
- 4.5 LEDVANCE shall not be responsible for, and Guarantee claims shall be especially, without limitation, excluded in the following cases:
- a. LEDVANCE has not yet received payment in full of the accounts receivable related to the specific order under which the affected Products were sold to Guarantee Holder if Guarantee Holder is a LEDVANCE direct customer;
 - b. Guarantee Holder is unable to provide mandatory information / proof required to assert a Guarantee claim (see section E above, CLAIM PROCESS para 5);
 - c. Products are not significantly damaged or defective and such defects do not perceptibly impair the Products' performance (e.g. scratches, stains, rust, discoloration, natural mechanical wearing, or mildew);
 - d. The affected Products were improperly transported, handled, stored, installed or used by the Guarantee Holder or a third party; for example, Guarantee Holder installed the Products in extremely hot, cold (refers to the temperature beyond the operating temperature range of the Products as specified in the applicable technical datasheets), corrosive or other extreme and unsuitable environmental conditions, or the application environment changes rapidly, resulting in corrosion, oxidation or Product damage or abnormal function due to the influence of chemical products;
 - e. Product damages caused by external factors (e.g. such as breakage of Products caused by external forces), improper operation, unsuitable maintenance methods, and/or unsuitable installation methods against LEDVANCE's installation and operating instructions;
 - f. Guarantee Holder or a third party has modified, repaired or operated the Product in combination with products or software of the Guarantee Holder or a third party without LEDVANCE's prior express written consent;
 - g. Product's nameplate or serial number label has been tampered with, is torn, is partly or entirely missing, or was otherwise rendered illegible;
 - h. Failure to install, apply, use, change, service or maintain the Products in accordance with local laws and regulations or requirements in documents provided by LEDVANCE, or improper system design, installation or construction, resulting e.g. in frequent concealment of the Products and affecting the Products operation;
 - i. Guarantee Holder or a third party installs non-standard, mismatched, inferior or unqualified parts (e.g. cables), which leads to quality problems of the Product;
 - j. Products were provided as test products or described in a quotation or delivery note as 'ex-display';



- k. If Products are not initially purchased from LEDVANCE or an authorized reseller of LEDVANCE, or a professional installation company.
- l. If the Product is out of Guarantee.
- m. Conducting or commissioning repairs or alterations made by persons other than authorized by LEDVANCE.
- n. Conducting or commissioning repairs or alterations not in accordance with the Product specifications, the system, or the local electrical design specifications;
- o. If the Products are not satisfactorily maintained, is subject to misuse, neglect, accident or abuse or the Guarantee Holder continues to use the faulty Products after the defect becomes apparent.
- p. Use of battery types not certified and listed on LEDVANCE approved list for operation with LEDVANCE hybrid inverters.
- q. Products are directly or indirectly affected by power failure, power surge, flood, fire, lightning, mudslide, vandalism, explosion, war, or other force majeure events;
- r. Loss or damage of the Products occurring while in secondary transit.

F. DATA PROTECTION

If the Guarantee Holder registers Product(s) online via the LEDVANCE RE app or LEDVANCE cloud website, data will be processed by LEDVANCE to help you manage and monitor your Products and to provide maintenance services (if any). For detailed information, please refer to the LEDVANCE Privacy Policy, which can be accessed from the LEDVANCE RE app or the LEDVANCE cloud website (cloud.ledvance.re).

If the Guarantee Holder returns the Product(s) to LEDVANCE, it indicates that the Guarantee Holder has backed up any confidential, private, personal or other information stored in the Products and has completely deleted such information from the Products and authorizes LEDVANCE to transfer the Products to the LEDVANCE service center in other countries for maintenance. The Guarantee Holder shall be solely responsible for deleting the above information from the Product(s) before delivering the hardware to LEDVANCE.

G. MISCELLANEOUS

If a part, provision or clause of these Guarantee Conditions is held invalid, void or unenforceable under applicable law, this shall not affect all other parts, provisions, clauses or applications of these Guarantee Conditions, and to this end such other parts, provisions, clauses or applications shall be treated as severable.

These Guarantee Conditions shall exclusively be governed by the law of the Federal Republic of Germany under exclusion of the UN sales law (CISG).

To the extent the Guarantee Holder is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for any and all disputes arising from or in connection with these Guarantee Conditions shall be Munich, Germany. Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected.

LEDVANCE reserves the right to change or amend these Guarantee Conditions at any time in its sole discretion with effect for the future. In this case, any pending Guarantee claims based on this present version of the Guarantee Conditions shall remain unaffected and the respective Guarantee Holder shall continue to be entitled to assert such Guarantee claims within the respective Guarantee Period in accordance with the provisions of this present version of the Guarantee Conditions.