

Warranty

1. General. AEconversion GmbH & Co.KG ("AEC") issues this Warranty to its Customer(s) which shall be used with AEC Micro Inverters having the following product identifications: INV315-50, INV250, INV350 and INV500 with communication versions RF, RS485, PLC and no-Com; (each referenced herein as a "Micro Inverter"). Each Micro Inverter is designed to withstand normal operating conditions when used for its originally intended purpose in compliance with the AEC User Manual supplied with the originally shipped item and installed in accordance with the AEC Installation Manual. The AEC Warranty covers defects in workmanship and materials of the AEC Micro Inverter ("Defective Product") for a period of **10 years** from the date of original purchase of such Micro Inverter at point of sale to the originally-installed end user location (the "Warranty Period"). During the Warranty Period, the warranty is transferable to a different owner as long as the Micro Inverter remains installed at the originally installed end user location.

This warranty is valid for following countries: Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Italy, Latvia, Lithuania, Luxemburg, Netherland, Austria, Poland, Portugal, Sweden, Swiss, Slovakia, Slovenia, Spain, Czech Republic, Hungary and United Kingdom.

AEC conditions of warranty for further countries on demand.

2. Relief Available for Defective Product. During the Warranty Period, if AEC establishes, through inspection, the existence of a defect that is covered by the Warranty, AEC will replace the Defective Product free of charge.
If AEC establishes, through inspection, that a returned product supposed to be defective is not defective, or was damaged by the customer, AEC will charge a service fee of 50,- €. In that case, a replacement device will be charged at its current list price.
3. Parts in Replacement; Continuation of Warranty. If AEC elects to replace the Defective Product, AEC will, at its option, use new and/or reconditioned parts in replacing the Defective Product. AEC reserves the right to use parts or *products* of original or improved design in the replacement of a Defective Product. If AEC replaces a Defective Product, the Warranty continues on the replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of AEC's return shipment of the replacement product, whichever is later.
4. Costs Included Under Warranty. The Warranty covers both parts and labor necessary to replace the Defective Product, but does not include costs related to:
 - a. Uninstalling the Defective Product; or
 - b. If applicable, re-installing a replacement product.
 - c. Shipping cost of defective or replacement Micro Inverters

To the extent applicable, the Warranty does not cover, and AEC will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier and any such damage is the responsibility of the freight carrier. The Warranty does not cover costs related to the removal, installation or troubleshooting of the customer's electrical systems. The Warranty does not extend beyond the original cost of the AEC Micro Inverter, unless elected by AEC in accordance with paragraph 2.

5. **Procedure.** To obtain repair or replacement service under this Warranty, the customer must comply with the following procedures:
- a. The Customer must first contact an AEC technical support representative to evaluate and troubleshoot the problem while the AEC Micro Inverter is in the field, since many problems can be solved in the field.
 - b. If in-field troubleshooting does not solve the problem, Customer may request a Return Merchandise Authorization Number ("RMA Number"), which request must include the following information:
 - i. Proof-of-purchase of the Defective Product in the form of:
 1. The dated purchase receipt from the original purchase of the product at point of sale to the end user; or
 2. The dated dealer invoice or purchase receipt showing original equipment manufacturer ("OEM") status; or
 3. The dated invoice or purchase receipt showing the product exchanged under warranty.
 - ii. Model number of the Defective Product.
 - iii. Serial number of the Defective Product.
 - iv. Detailed description of the defect.
 - v. Shipping address for return of the repaired or replacement product (which shall be used where applicable).
 - c. All Defective Product(s) authorized for return must be returned in the original shipping container or other packaging that is equally protective of the product.
 - d. The returned Defective Product must not have been disassembled or modified without the prior written authorization of AEC, as any disassembly or modification immediately and irrevocably voids this Warranty pursuant to Section 6 herein.
6. **Limitation of Application.** AEC Micro Inverters are designed to withstand normal operating conditions and typical wear and tear when used for their original intent and in compliance with the installation and operating Instructions supplied with the original equipment. The Warranty does not apply to, and AEC will not be responsible for, any defect in or damage to any AEC Micro Inverter:
- a. That has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally, including through any shipping process;
 - b. That has been used or installed in a fashion that disregards applicable safety regulations or that employs defective safety devices;
 - c. That has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or

- use in a manner contrary to the AEC User Manual, AEC Installation Manual or applicable laws or regulations;
- d. That has been subjected to fire, water, generalized corrosion, biological infestations, corruption by foreign objects, improper or nonexistent ventilation, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the AEC Micro Inverter specifications, including high input voltage from generators or lightning strikes;
 - e. That has been subjected to incidental or consequential damage caused by defects of other components of the solar system; or
 - f. If the original identification markings (including trademark or serial number) of such Micro Inverter have been defaced, altered, or removed.

The occurrence of any of the acts described or referenced in this Section 6 shall immediately and irrevocably render this Warranty null and void.

7. Exclusivity of Warranty. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AEC AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL AEC BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.
8. Successor and Assigns. AEC expressly reserves the right to assign its obligations hereunder to any third party at any time. In the event of such an assignment, AEC will be held harmless to any and all warranty claims and shall have no further obligations hereunder.
9. Application of Law. This Warranty shall be governed by and interpreted in accordance with the laws of Germany. To the extent any implied warranties are required under applicable local law to apply to the AEC Micro Inverter; such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. This Warranty gives the Customer specific legal rights, and the Customer may have other rights that may vary from state to state or province to province.