

SOFARSOLAR \*Factory's Warranty Terms and Conditions for Poland

(This warranty document is only valid for goods arrived Poland after 28<sup>th</sup> May 2021)

**Applicable products**

This \*Factory's Warranty only applies to the following products, which are distributed and installed in Europe.

PRODUCT	STANDARD WARRANTY PERIOD (MONTHS)	SERVICE MODES
<b>INVERTERS</b>		
<b>GRID-TIED (1.1-255kW)</b>	*144	Remote Technical Support Service or/ and Onsite Service
<b>ENERGY STORAGE HYBRID (3-20kW)</b>	60	Remote Technical Support Service or/ and Onsite Service
<b>ACCESSORIES</b>		
<b>SOFARSOLAR ANTI-REVERSE POWER CONTROL(APRC)</b>	24	Remote Technical Support Service or/ and Onsite Service
<b>CT CLAMP</b>	24	Remote Technical Support Service or/ and Onsite Service
<b>SMART METER</b>	24	Remote Technical Support Service or/ and Onsite Service
<b>WIFI DONGLE</b>	24	Remote Technical Support Service or/ and Onsite Service

\*This factory warranty is a promise from SOFARSOLAR to its end users on the applicable products listed above. Subject to the trading countries/states, end users may receive an additional warranty promise (should be at least equivalent to the Factory's warranty) which is provided by SOFARSOLAR's local distributor; should any claims arise in this respect, please direct the claims to the local distributor.

\*144 months warranty is only valid for goods arrived Poland after 28<sup>th</sup> May 2021, for more warranty details, please contact your distributor or login <https://service.sofarsolar.com/warranty/search>

Please refer to the latest version of the SOFARSOLAR limited warranty by visiting our global website via <https://sofarsolar.com/>

**Warranty Period**

The standard Factory's warranty period for applicable SOFARSOLAR inverters is 144 months (for ENERGY STORAGE HYBRID 60 months only) from the date of purchase (see table above). End user needs to provide a valid purchasing invoice to verify the date of purchase.

For circumstances where end user fails to provide a valid purchasing invoice, the standard warranty period for SOFARSOLAR inverters are 150 months (for ENERGY STORAGE HYBRID 66 months only) from the date of production (defined in the Serial number of the product) from Shenzhen SOFARSOLAR Co., Ltd.

**Warranty Conditions**

If a product is deemed faulty while it is under SOFARSOLAR Factory warranty period, it will be:

- Repaired by SOFARSOLAR, or
- Repaired on-site, or
- Exchanged with a refurbished product(s) that includes all firmware updates

If the product(s) need(s) to be exchanged, the remainder of the warranty period will be conveyed to the replacement product, i.e. the warranty period of the original product will continue. In this event, the end customer will not receive a new warranty card, and this replacement product(s) will be registered by SOFARSOLAR. E.g. a customer has 3 months left of product warranty, if the faulty product is qualified for a replacement under this warranty. The original 3 months warranty will roll over to the replacement product.

Unless a special agreement exists between SOFARSOLAR and the customer, the factory warranty covers the cost of freight to the end user, labour and material necessary to regain a faultless functioning product. The warranty does not cover any other costs, particularly transports, travel and accommodation cost of SOFARSOLAR personnel as well as costs of associated third party staffs/personnel. Express delivery costs will not be covered.

SOFARSOLAR keeps the right to arrange the warranty service for end users and to use third parties for performing warranty services. SOFARSOLAR retains ownership of the supplied replacement product(s) until the defective unit has been received.

End customer may also contact the dealer (SOFARSOLAR authorized dealer or distributor) or installer if the product is defective or faulty.

All other costs including but not limited to compensation from direct or indirect damages arising from the defective device or other facilities of the PV system, or loss of electrical power generated during the product downtime are NOT covered by the SOFARSOLAR limited warranty.

**Scope of the Factory Warranty**

SOFARSOLAR will replace any products or parts of the product within the Warranty Period proved to be defective in design or manufacture. This Factory's Warranty will not apply if,

- (i) End user is in default under the General Terms and Conditions of other agreement governing the purchase of the product, or
- (ii) Any damage or defect caused by the following situations (the Dealers or Distributors are responsible and authorized by SOFARSOLAR for the following investigation):
  - 1) Disassembly, attempted repair or modifications performed by a third-party company/person not authorized by SOFARSOLAR, or serial number or seals have been removed. Product modifications, design changes or part replacements without prior written approval of SOFARSOLAR.
  - 2) End user or installer have failed to comply with the applicable safety regulations (IE, VDE standards or equivalent) governing the proper use of the product.
  - 3) The product has been improperly stored and damaged while being stored by the dealer, distributor or the end user.

- 4) The defect is damage during transportation (including painting scratch caused by movement inside packaging during shipping). A claim for such transport damage should be made directly to the shipping company/insurance company as soon as the container/packaging is unloaded and such damage is identified.
- 5) The product has been used and installed by unauthorised/unlicensed installer and failed to strictly follow any/all of the user manual, the installation guide and maintenance regulations supplied with the product, including not ensuring sufficient ventilation for the product as described in SOFARSOLAR installation guide.
- 6) Defects, faults, cosmetics or rendered non-functional damage caused by unforeseen circumstances, man-made factors or examples of force majeure including but not limited to vandalism, violent or stormy weather, lightning, flooding, power fluctuation, overvoltage, grid power surge, pests, fire, exposure to sea coasts/saltwater or other aggressive atmospheres or environmental conditions.
- 7) Use in combination with unauthorised products, equipment or materials as per user manual, installation guide and maintenance regulations supplied with the product.
- 8) Combining SOFARSOLAR's storage product with a lead acid battery pack or any other lithium battery pack that are not listed on SOFARSOLAR battery compatibility list. Please refer to the link below for a detailed list of compatible battery packs.
- 9) The product purchased from unauthorized International Dealers or Distributors

This warranty is without prejudice to your rights under the statutory law, including but not limited to warranty rights in relation to the seller, i.e. if applicable rectification, reduction of the price, rescission of the sale and damages.

All demands from or in connection with this warranty are subject to Chinese law, Shenzhen is the exclusive place of jurisdiction and all disputes arising from or in connection with this warranty should be submitted for arbitration to the South China International Economic and Trade Arbitration Commission. This warranty is provided in addition to other rights and remedies held by a consumer at law.

#### **Limitation of SOFARSOLAR Liability**

This limited warranty replaces any different SOFARSOLAR warranties and liabilities, whether oral, in writing, (non-obligatory) statutory, contractual, in tort or otherwise, consisting of, without quondary, and where permitted by using relevant law, any implied conditions, warranties or different phrases as regards exemplary quality or fitness for purpose. However, this limited warranty shall neither exclude nor limit any of your legal (statutory) rights provided under the relevant national laws and regulations.

To the fullest extended accredited by applicable law, SOFARSOLAR shall be limited to the purchase value of the product that caused such damages and buyer hereby releases SOFARSOLAR and its affiliates from all other claims and liabilities

including, without limitation (a) any loss of, damage of any kind, for any loss of profit, loss of use of products or functionality, loss of business, loss of contracts, loss of revenue or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage, or punitive loss or damage, even if SOFARSOLAR has been advised, or had reason to know of possibility of such damage (b) any liability arising in tort or otherwise, apply in case of gross negligence or intentional misconduct of SOFARSOLAR, damages to any property or for any personal injury or economic loss or damage caused by the connection of a product to any other device or system and (c) any damage or injury arising from, or as a result of, misuse, abuse or improper installation, integration or operation of the products by unauthorised person(s).

SOFARSOLAR shall guarantee the performance of the product under the normal working conditions within the standard warranty term and provide limited technical support if applicable. However, SOFARSOLAR shall assume no liability for system malfunctions and any incurred loss or damages whatsoever.

Please refer to SOFARSOLAR Energy Storage Warranty Terms and Conditions for further information on SOFARSOLAR Energy Storage products.

#### **Procedure for Claiming a Warranty**

In the case of a faulty product within the agreed factory's warranty period, please report the defective product with a brief error description to SOFARSOLAR service hotline for registering and send the claim to SOFARSOLAR service department by fax/email or through SOFARSOLAR Warranty Claim Website at <https://service.sofarsolar.com/warranty/search> to process the warranty claim. End customer may also contact the dealer (SOFARSOLAR authorized dealer or distributor) or installer if the product is defective or faulty.

To make a claim under the warranty periods of SOFARSOLAR, end customer needs to provide the following information and documentation of the faulty product:

- 1) Product Model and serial number
- 2) A copy of the valid purchasing invoice
- 3) Fault descriptions and error IDs (where applicable)
- 4) End user and/or claimant details
- 5) Detailed information about the entire system (module, PV system diagram, installation date, etc.)
- 6) Documentation of previous claims/exchanges (if applicable)

Warranty may not be guaranteed if the above information is not provided.

#### **Extension of the Warranty Period**

For SOFARSOLAR inverters, end customer may apply for a warranty extension within 24 months for grid-tied inverter <50kW and 12 months for grid-tied ≥50 kW and energy storage inverter(hybrid) inverters from the date of production from SOFARSOLAR by providing the serial number and copy of the warranty card of the product. SOFARSOLAR may reject any application received which does not meet the date requirement. Extended warranty period can be purchased to 10, 15, or 20 years. Refer to the Warranty Extension Order Form for more information.

Once the purchase of the warranty extension has been processed, SOFARSOLAR will send the warranty extension

certificate to the customer confirming the extended warranty period.

Any defects that occur after the expiry of the warranty period, or which occur within the warranty period but which are listed in the warranty exceptions above, are known by SOFARSOLAR as out-of-warranty cases. For all out-of-warranty cases, SOFARSOLAR may charge an on-site service fee, a parts fee, labour costs and a logistics fee to customer, including any/all of:

1. On-site service fee: cost of travel and time for the technician to deliver on-site service and labour cost for the technician, who is repairing, performing maintenance on, installing (hardware or software) and debugging the faulty product.

2. Parts/materials fee: cost of replacement parts/materials (including any shipping/admin fee that may apply).

3. Logistics fee: cost of delivery and any other expenses incurred when defective products are sent from the user to SOFARSOLAR or/and repaired products are sent from SOFARSOLAR to the user.

Latest information about the warranty terms and conditions and local service hotline can be obtained from our website: [www.sofarsolar.com](http://www.sofarsolar.com)

#### **Contact us**

Shenzhen SOFARSOLAR . Co .,Ltd

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