**Delta Electronics**

**Power Conditioning System PCS**

**Limited Warranty**

**Outline**

**With reference to the document of each PCS product brochure, product specification and technical proposal, this warranty statement will be valid.**

**Geographic Validity:**

* To be specified in each business agreement

**Length of Warranty:**

* 3 (three) years
1. **Warranty Claims**

This limited warranty is provided by Delta Electronics PCS BD and it’s affiliated product manufacture plant, covers defects in workmanship and materials in the “Products”. The said warranty period lasts from the latest date of receiving parts of “Products” with authorized signature on the delivery receipt, unless otherwise agreed in writing (“Warranty Period”).

1. **Warranty Coverage**

If a Product becomes defective within Delta Electronics Warranty Period, one of the following options, as selected by Delta Electronics, will be performed at no charge for materials or labor costs, unless this should be impossible or disproportionate. It is mandatory that the buyer shall notify Delta Electronics of the Product defect within the Warranty Period, and if Delta Electronics, or designated service partner, through inspection establishes the existence of such a defect and that is covered by this contractual warranty:

* Repairing the Product on-site
* Repairing the Product at Delta Electronics, or designated repair facility
* Exchange the Product with a replacement Product (of equivalent value according to model and age)
* 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 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.

Please find our contact window for Australia office:

solarassist@deltaww.com

If Delta Electronics, or designated service partner, repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period. All replaced Products and all parts removed from repaired Products become the property of Delta Electronics.

1. **Warranty Limitations**

This Limited Warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the duct or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. The warranty claims that relate to defects caused by any of the following factors are not covered by the Warranty：

* Improper use or non-compliance with installation, commissioning, operation or maintenance instructions (i.e. not according to the operation & installation manual).
* Unauthorized modifications, changes or attempted repairs
* Vandalism, destruction through external influence and/or persons/animals
* Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt or dust or debris buildup within the system or that is difficult or unsafe for Delta Electrics representatives to access
* Insufficient ventilation
* Installation in a corrosive environment
* Failure to observe applicable safety standards & regulations
* Damages during transportation or storage
* Force majeure, examples include, but not limited to: fire, flood, earthquakes, storm damage, overvoltage & lightning strikes
* Exposure to fire, water, snow, moisture, or liquid ingress (except for any such exposure to environmental conditions that your Product was specifically designed to withstand as indicated in the applicable specifications for your Product)
* Used as a component part of another product expressly warranted by another manufacturer
* If the original identification (trade mark, serial number) markings have been defaced, altered, or removed
* Consumable components of any type which are not covered, including but not limited to fuses and filters, etc.
* Cosmetic shortcoming which do not impair the use of the Product for the intended purpose i.e. supply of energy

Warranty claims also exclude:

* Damages arising due to the fact that the us restrictions as a result of amendments to the statutory provisions applicable to the operation of the Product made after the Product for the intended purpose is no longer passible or only possible with delivery
* Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair & replacement of the Product (including but not limited to labor, transportation, temporary power)
* Cost arising from changes to existing ESS systems or building installations and alike
* Additional costs and expenses (i.e. shipping costs, travel, accommodation, meals. etc.) arising due to remote locations indicated geographies, including but not limited to islands and overseas territories
1. **Warranty Return and Repair Process**

Contact Delta Electronics Customer Service field service engineer with complete description of the error to evaluate & troubleshoot the issue while Product is in the field as many problems can be resolved on site.

Return Material Authorization (RMA)

After attempts to correct the problem with customer’s assistance, if Product must be returned to Delta Electronic or designate service partner for replacement or repair, the customer must obtain a RMA number and the correct return center “ ship to” address. Product shipments will be refused and returned at your expense if they are unauthorized or returned without an RMA number clearly marked on the outside of the shipping box or if they are shipped collect or if they are shipped to the wrong location.

When you contact Delta Electronics to obtain service, please prepare to supply:

* The serial number and product code of your Product
* Information about the installation or inspection certificate
* Information about the failure and reason for the return

Delta Electronics reserves the right to refuse exchange requests for lack of proper documentation and information.

Once an RMA has been issued for exchange

The allegedly defective Product must be returned to Delta electronics in the same transport packaging that the replacement unit was provided in, within 7 working days after receiving the replacement Product.

Once the RMA has been repaired

Delta Electronics will arrange for the repair of Product on-site free of charge during the warranty period.

Standard ground/sea shipping costs are covered by Delta Electronics both ways. Any expedited shipping costs will be the responsibility of the customer and billed accordingly.

Any Product that are damaged during the returned shipping process are not covered by this warranty. Delta Electronics assumes no liability for this damage.

1. **Invalid Warranty Claim**

If the returned defective Product to Delta Electronics pursuant to this contact, and is found by Delta Electronics to be free of defects that would qualify it for repair or replacement, Delta Electronics is entitled to charge a flate-rate inspection charge for each Product , plus shipping and packaging costs. If the event the defect free unit is returned to the customer then to also charge for the replacement unit.

1. **Disclaimer of Implied and Other Warranties and Limitation of Liability**

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY DELTA ELECTRONICS IN CONNECTION WITH YOUR DELTA ELECTRONICS PRODUCT AND IS , WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED. IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER’S LIBILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITICN OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THS CONTRACTUAL WARRANTY.

IN NO EVENT WILL DELTA ELECTRONICS BE LIABLE FOR:

(A) ANY SPECIAL, INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS COMMERCIAL OR ECONOMIC LOSSES CF ANY KIND, EVEN F DELTA ELECTRONICS HAS BEEN ADVISED OR HAD TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE

(B) ANY LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF DELTA ELECTRONICS’S NEGLIGENCE, AND ALL LOSSES OR DAMAGES O ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER PRODUCT OR SYSTEM AND

(C) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION O THE PRODUCT BY PERSONS NOT AUTHORIZED BY DELTA ELECTRONICS.

LIMITATION OF LIABILITY

WHERE APPLICABLE LAW ALLOWS AND DOES NOT PROHIBIT OR RESTRICT SUCH LIMITATION, DELTA ELECTRONICSS LIABILITY FOR ANYTHING RELATING TO THIS PRODUCT SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.

IF APPLICABLE LAW DOES NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES, LIMITATION OF LIABILITY, ON THE DURATION OF AN IMPLIED ANTY, CR ON THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE ABOVE LIMITATION(S) OR EXCLUSION (S) WILL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS CONTRACTUAL NARRANTY GIVES YOU SPECIFIC LEGAL RIGHIS YOU MAY HAVE OTHER RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH WILL VARY FROM JURISDICTION TO JURISDICTION.

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