



Product Warranty for PV String Inverters

Warranty

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.

1. Delta Electronics (Australia) Pty Ltd (hereafter referred to as “Delta”) shall grant a warranty exclusively to the following RPI Series PV String Inverters (hereafter referred to as “product”) for a period of 10 years from the date the product was installed:

- A. H8E: RPI802H240000
- B. H10E: RPI103H240000
- C. H5A_222: RPI502H220200 ¹

1) For H5A_222 the standard warranty is 10-years for all new purchase orders placed on Delta from 2nd September 2024 onwards.

2. During the warranty period, Delta’s sole obligation and liability under this warranty is limited to replacing the defective product in the event that a ‘major failure’ occurs.
3. For the avoidance of doubt, this warranty applies to the PV inverter only, and does not apply to the loss of power generation. The warranty covers defects in workmanship and materials in the “Products”.

Delta Electronics, or designated service partner, through inspection establishes the existence of such a defect and that is covered by this contractual warranty, Delta will decide on the following actions:

- 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)

‘Major Failure’

4. A ‘major failure’ occurs in the following circumstances:
- a. When the product is sold by description and the product delivered to the consumer does not correspond with that description.
 - b. When the product is sold by sample and the product delivered to the consumer does not correspond with that sample.
 - c. When the product is not of merchantable quality and Delta is unable to repair the defect in the product within a reasonable time. When the consumer makes known to Delta, prior to purchase, the particular purpose for which the product is required and Delta acknowledges,



but the product is later found to be not fit for such purpose and if Delta is unable to repair the defect in the product within a reasonable time.

d. If the product is found unsafe for use by Delta.

5. In the event that a 'major failure' occurs and Delta is notified within sixty (60) days from the date of installation of the product, the customer is entitled to receive a new replacement product. When applying for a new replacement product, the consumer must provide documentation that evidences the date the product was installed. Relevant documentation shall include -original invoice paper(s) and a 'Certificate of Electrical Safety'. In the event that a 'major failure' occurs and Delta is notified after sixty (60) days from the date of installation of the -product, -the consumer is entitled to have the product replaced by comparable goods.
6. A non 'major failure' occurs when the product does not comply with the product manual supplied with the product (which may also be made available by Delta on its website at the following web address: <https://www.deltaelectronics.com.au> or as otherwise notified by Delta) but does not otherwise result in a 'major failure' of the product.
7. In the event that the product is replaced, the warranty will pass to the replacement product and the warranty period will be applied from the original product's date of installation.

Procedure in the event of a warranty claim

8. In the event that a 'major failure' occurs during the warranty term, the customer must notify Delta in writing. The following is required from the customer to prove that a warranty claim exists:
 - a. The customer must submit to Delta a proof of purchase of the product in the form of a tax invoice or purchase receipt and also a copy of the warranty certificate supplied with the product (if applicable);
 - b. The identification label on the product must be legible to Delta employees or third-party repairers.
 - c. The customer must report the failure of the product to Delta's service contact at Delta Energy Systems Pty Ltd by:
 - i. Phone Delta's service line 1300 335 823 and describe the nature of the failure;
 - ii. Email solarsupport@deltaww.com provide a brief description of the failure; or
 - iii. Submit a replacement request on the service website: <https://delta-support.com.au/>



d. The original product should be correctly packaged for return transport which is organised by Delta. Delta shall bear all reasonable transport costs if the warranty claim proves to be justified.

9. This warranty does not apply if the customer fails to comply with the requirements of clause 8 herein. Delta reserves the right to charge the customer or the contractor for the replacement product at market price, if:

- a. the original product which has been replaced is not returned to Delta within thirty (30) days;
- b. the original product which has been replaced is returned in an improper package that causes additional damage to it;
- c. the original product was replaced without firstly troubleshooting with a Delta Technician and after the product is returned and tested with no defect found;

10. Delta shall not be liable and the customer shall have no rights or benefits under this warranty if any of the following circumstances apply:

- a. Damage was caused to the product during transportation of the product by the customer or the contractor (being a qualified registered electrical engineer or registered electrical contractor in a State or Territory of Australia who is proficient in the installation of the product and who was engaged by the Customer),
- b. Incorrect installation or commissioning of the product by the customer or the contractor
- c. The customer or the contractor failed to comply with the installation, maintenance and operational requirements of the product as stipulated in the product manual,
- d. Damage was -caused by modifications, changes or attempted repairs made by the customer or the contractor,
- e. Incorrect use or inappropriate operation of the product by the customer or the contractor outside of the terms of the product manual,
- f. Insufficient ventilation or storage which does not meet requirements set out in the product manual;
- g. The customer or the contractor failed to observe applicable safety regulations in the country in which the product is installed and operated,
- h. Force Majeure (i.e. any event outside the control of Delta including but not limited to lightning, overvoltage, storm, fire, flood and tempest), or
- i. Damage to the exterior or casing of the product which does not influence or affect the operation of the product, or the supply of energy from the product.



- j. 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)
- k. Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt or dust or debris build-up within the system or that is difficult or unsafe for Delta Electronics representatives to access
- l. If the original identification (trademark, serial number) markings have been defaced, altered, or removed

Miscellaneous

11. Subject to clause 13, this warranty is the complete warranty for the product and supersedes all other warranties and representations regarding the product made by Delta and -its -related bodies corporate (as this term is defined in the Corporations Act 2001 (Cth)) or their Local Agents. For the avoidance of doubt, Delta makes no other warranties to the customer, either express or implied with respect to the products.

12. The benefits under this warranty are in addition to other rights and remedies available to the customer under Australian consumer laws

13. Delta hereby reserves the right to amend the terms of this warranty in the circumstances where such amendments will (a) enable Delta to offer enhanced warranty services to customers, (b) enable compliance with legislative, regulatory or other changes at law, or (c) if technology changes require consequential changes to these terms. Once a new warranty version has been released, the older versions are overwritten by the latest warranty version. The customer is accordingly advised to view the most updated warranty at the following web address:

<https://www.deltaelectronics.com.au>

14. Invalid Warranty Claim

If the customer returns a product to Delta Electronics and that product is found by Delta Electronics to be free of defects that do not qualify it for repair or replacement. Delta Electronics is entitled to charge a flat-rate inspection charge for each product, plus shipping and packaging costs to return the product to the customer. The Customer shall bear all the risk and all of the costs and expenses associated with Products that have been returned to Delta for which there is no defect found



Law and Jurisdiction

15. The validity, construction and performance of this warranty shall be governed by the laws of Victoria and any dispute arising or in any way connected with the subject matter of this warranty shall be subject to the laws of Victoria. In the case of proceedings issued by the consumer against Delta, such proceedings shall be subject to the local jurisdiction.

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 LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION 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 THIS 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 OF ANY KIND, EVEN IF 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 NEGLIGENCE, AND ALL LOSSES OR DAMAGES OF 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 OF 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 ELECTRONICS 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 WARRANTY, OR 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 WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH WILL VARY FROM JURISDICTION TO JURISDICTION.