

SOLTARO LIMITED FACTORY WARRANTY

Australia & New Zealand - Inverter Series

SOLTARO 2KW/3KW/3.68KW/5KW Hyper and Retro Series Inverter

Warranty Period:

The SOLTARO Pty. Ltd. ("SOLTARO") Limited Factory Warranty covers defects in workmanship and materials of the following products for 5 years commencing on the earlier of:

- (1) 6 months from the production
- (2) the installation of the product at the original end-user site:

- SOLTARO hybrid inverter: HYPER-2000, HYPER-3000, HYPER-3680, HYPER-4600, HYPER-5000;
- SOLTARO retrofit inverter: RETRO-2000, RETRO-3000, RETRO-3680, RETRO-4600, RETRO-5000;

Geographic Scope of Application:

The SOLTARO Limited Factory Warranty applies only to products installed in certain countries where we have approved our products for installation, including:

- European Countries: UK, the Republic of Ireland, Italy, France, Germany, the Netherlands, Switzerland, and Spain;
- Australia and New Zealand.

Warranty Coverage:

The SOLTARO Limited Factory Warranty covers the costs incurred for repairs and/or replacement parts during the defined warranty period as part of and in accordance with the conditions stipulated herein from the date the warranty period begins.

During the defined warranty period, if a device becomes defective, SOLTARO will, at its option, either:

- repair or replace the product free of charge, or
- issue a credit or refund for the product to the owner of the system in an amount up to its actual value

If SOLTARO selects to repair or replace the product, SOLTARO will, at its option, use new and/or reconditioned parts or products of original or improved design.

If SOLTARO repairs or replaces a product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or 90 days from the date of receipt of SOLTARO's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit but does not include labor costs related to (1) un-installing the product or (2) if applicable, re-installing a repaired or replacement product.

Warranty Exclusions:

The SOLTARO Limited Factory Warranty does not cover damages that occur due to:

- Products that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally;
- Products that have 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 User Manual or applicable laws or regulations;

- Products that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the products specifications, including high input voltage from generators or lightning strikes;
- Products that have been subjected to incidental or consequential damage caused by defects of other components of the system;
- Products that the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed;
- Products for which the Trip Point with either pre-loaded or pre-set functions has been altered, and such alteration of the Trip Point causes the product to malfunction, fail, or fail to optimally performance.
- The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy production or degrade form, fit, or function of the products.
- The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the owner's electrical systems.
- The Limited Warranty does not extend beyond the original cost of the products.

Procedure of SOLTARO Limited Factory Warranty:

The owner of the defected inverter must notify SOLTARO of a product defect within the defined warranty period. The owner must contact with its installer or SOLTARO technician and submit certain documents including, but not limited to, inverter information and the purchasing invoice, which must include the serial number of the device.

These Limited Warranties shall not be applied to the modules which in SOLTARO's sole judgment have been subjected to :

- 1) Improper installation, application, maintenance or alternation which do not strictly follow the manufacturer's "Installation Manual";
- 2) Use on mobile(non-stationary) units or in marine application or extreme thermal environment or other abnormal environment (such as acid rain, salt, chemical substances or other pollution) or extremely rapid change of surroundings, corrosion, oxidation;
- 3) Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage and other external factors;
- 4) Damage caused by the improper storage condition of customer;
- 5) Misuse, abuse, neglect, vandalism or accident;
- 6) The type or serial number of the inverters has been altered, removed or made illegible without written authorization from SOLTARO.
- 7) The components in the construction based on which the inverters are mounted are defective;
- 8) Other events beyond SOLTARO's control.

These Limited Warranties only cover the transportation costs for shipment of any additional repaired or replaced modules to the place applied by SOLTARO. Any costs for returning the inverters to SOLTARO or its authorized agents and authorized distributors, or costs associated with installation, removal, re-installation of the inverters, or customs clearance shall be borne by the customers. The reasonable, customary, documented transportation cost of returning the inverters shall be borne by SOLTARO only if it is authorized by After-sales Service Department of SOLTARO. SOLTARO is not liable for any expense, liability or responsibility incurred for repairs made by or for customer without SOLTARO's written authorization.

Limitation of Warranty Scope:

These limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liabilities on the part of SOLTARO unless such other warranties, obligations or liabilities are expressly approved by SOLTARO's Chief Executive Officer by signature. Unless prohibited by local laws or regulations, SOLTARO shall have no responsibility or liability whatsoever for injury or damage to any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the module itself, including, without limitation, any defects in the inverters, or from use or installation. Under no circumstances shall SOLTARO be liable for incidental, consequential or special damages, whatever the cause is, even if SOLTARO is provided prior notice of such damages. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. SOLTARO's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer for one single inverter.

Transferability:

This "Limited Warranty" is extended to the original purchaser, and is transferable to any subsequent holder of the inverters when Inverters remain at their original installed location for the First time (First installation) upon satisfactory proof of succession or assignment.

Obtaining Warranty Performance:

In order to obtain warranty service under the SOLTARO's "Limited Warranty", the customer should promptly notify SOLTARO's regional Customer Service Center. Together with the notification, the customer should enclose the evidence of the claim, such as the description of the defects, the complete serial numbers printed on the inverter labels, the pictures of the barcodes, and a copy of commercial invoice and the installation date of the inverters. Should the Inverters be returned for inspection, repair or replacement by SOLTARO, SOLTARO will provide the customer with a "Return Merchandise Authorization (RMA)". SOLTARO will not accept the return of any inverters without a RMA. If SOLTARO determines that the returned inverters by customer are not defective or that the performance deficits are not covered under this "Limited Warranty", SOLTARO will return the inverters to customer at customer's expense and will have no further obligation for the repair, replacement, or refund. Further, the additional inverters which have been sent to the customer for compensation shall be the property of SOLTARO and shall be returned or compensated to SOLTARO.

Disputes:

In case of any discrepancy in a warranty-claim, a test-institute appointed or accepted by SOLTARO shall be involved for the final judgment of the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

Miscellaneous:

The repair or replacement of the inverters or the supply of additional inverters does not lead to a commencement of new warranty terms, nor shall the original terms of this "Limited Warranty" be extended. Any replaced inverters shall become the property of SOLTARO. SOLTARO shall at its own option, deliver another type (different in size, color, shape, and/or power) of inverters, either one with a new brand or the original one, in the case that SOLTARO discontinued producing the replaced inverters at the time of the claim.

Force Majeure:

SOLTARO shall not be responsible or liable in any way to the customer or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty", due to fire, flood, blizzard, hurricane, lightning, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other unforeseen events which are out of SOLTARO's control.

Note:

The installation and handling of inverters requires professional skills and should only be performed by qualified professionals. Claims under this warranty will be honored only if the customer can provide the proof that the inverters are under normal application, installation, use and service conditions specified in SOLTARO's latest version of "Installation Manual".

AUSTRALIAN CONSUMERS:

This warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable 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.

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