



# INTERNATIONAL LIMITED WARRANTY CONDITIONS

Business Unit Solar Energy

## A. General provisions

### 1. General

- 1.1 FRONIUS INTERNATIONAL GmbH with its business address at Froniusstrasse 1, 4643 Pettenbach, Austria ("FRONIUS") grants a limited, voluntary manufacturer's warranty (the "LIMITED WARRANTY") with regard to the products manufactured by it and described in more detail below in accordance with the following warranty conditions (the "WARRANTY CONDITIONS").
- 1.2 The LIMITED WARRANTY only covers defects regarding material and workmanship for the COVERED PRODUCTS (as defined in Section 2.2). It relates exclusively to the COVERED PRODUCT hardware and not to the firmware or the digital services provided by FRONIUS.
- 1.3 This LIMITED WARRANTY is the only and exclusive warranty granted by FRONIUS in connection with the COVERED PRODUCTS. This WARRANTY is granted in addition to the free statutory warranty obligations and does not limit those.

### 2. Scope of Limited Warranty

The WARRANTY CONDITIONS have the following scope of application:

#### 2.1 Time and territorial scope of Limited Warranty:

The LIMITED WARRANTY applies to COVERED PRODUCTS purchased on or after February 1st, 2025. FRONIUS is entitled to change the WARRANTY CONDITIONS at any time and at its sole discretion which change(s) will be effective for purchase contracts for COVERED PRODUCTS concluded after the date of the change. The applicable WARRANTY CONDITIONS are always the ones valid in the country of first commissioning (the "COUNTRY") at the time of conclusion of the purchase contract for COVERED PRODUCTS. The LIMITED WARRANTY period (the "WARRANTY PERIOD") and the country-specific features applicable in the respective COUNTRY are described in detail in Section B. The LIMITED WARRANTY is geographically limited to the countries specified in Section B. Different conditions for overseas territories and associated island territories are also listed in Section B of the respective country groups. FRONIUS does not offer any warranty, express or implied to any countries not specified in Section B.

#### 2.2 Material scope of Limited Warranty:

The LIMITED WARRANTY applies to COVERED PRODUCTS manufactured by the FRONIUS Solar Energy Business Unit that (a) were purchased from FRONIUS or from a dealer authorised by FRONIUS or a professional installer as a new device and (b) put into operation by a professional installer specialising in the installation of photovoltaic systems in accordance with the FRONIUS operating and installation instructions, which are the specifications and instructions for the assembly, installation, operation, maintenance and use of the COVERED PRODUCT provided by FRONIUS for the respective COVERED PRODUCT at the time of purchase (the "OPERATING INSTRUCTIONS"). The LIMITED WARRANTY only applies to devices or device parts (i.e. only hardware components, not software or digital services) manufactured by FRONIUS of the following product groups:

- Fronius inverters
- Fronius Datamanager
- Fronius Smart Meter including Fronius Current Transformer

- Fronius Ohmpilot
- Fronius Wattpilot
- Fronius Rapid Shutdown Box

(the “COVERED PRODUCT” and the “COVERED PRODUCTS”). Some product types or product models may only be available in certain regions. The LIMITED WARRANTY only applies to product types and product models that have been placed on the market by FRONIUS in the respective COUNTRY.

The following products are excluded from and expressly do not represent COVERED PRODUCTS under this LIMITED WARRANTY. FRONIUS OFFERS NO WARRANTIES FOR THE FOLLOWING PRODUCTS:

- Components of the COVERED PRODUCTS that are subject to regular wear and tear (these are: DC isolators, fuses, bayonet catches, varistors, surge arresters, string fuses and mechanical screw connections),
- all parts or components that were not originally sold or placed on the market by FRONIUS; this applies, for example and not by limitation, to all other components of the photovoltaic system, system extensions, components for system monitoring and data communication.

### 2.3 Personal scope of Limited Warranty:

Entitled to the warranty claims is a person who has acquired a COVERED PRODUCT for his, her or its own use in accordance with the provisions of Section 2.2 (the “WARRANTY HOLDER”); if the WARRANTY HOLDER transfers ownership of the COVERED PRODUCT to a third party, including to a legal successor in interest to the WARRANTY HOLDER, the warranty claims as they exist at the time of transfer are transferred to such third party and such LIMITED WARRANTY is not extended, renewed or expanded in any way by such transfer. Persons or entities who do not purchase the COVERED PRODUCT for their own use, but for resale or other transfer of use, for example, shall not be beneficiaries of this LIMITED WARRANTY or entitled to the benefits pursuant to this LIMITED WARRANTY.

## 3. Covered defects

- 3.1 FRONIUS warrants that under normal installation, use, and service conditions and following the OPERATING INSTRUCTIONS (see Section 2.2) during the WARRANTY PERIOD (see Section 7) each COVERED PRODUCT will be free from defects in materials and workmanship caused by the manufacture of the COVERED PRODUCT and having an effect on the COVERED PRODUCT’s functionality (the “COVERED DEFECTS”).
- 3.2 Defects that have no influence on the proper functioning of the COVERED PRODUCT (including without limitation, visual impairments and blemishes) are not covered by this LIMITED WARRANTY, and are hereby disclaimed and excluded.
- 3.3 The LIMITED WARRANTY applies only to defects in material and workmanship of the COVERED PRODUCTS themselves. The LIMITED WARRANTY does not cover or include (a) any services including, without limitation, the services or workmanship of the installer of the COVERED PRODUCT – including the installer’s negligence or wilful misconduct or failure to comply with an applicable OPERATING INSTRUCTIONS (as defined in Section 2.2) –, or (b) materials and equipment supplied by the purchaser or any third party or your installer and not FRONIUS.

## 4. Warranty exclusions

4.1 The LIMITED WARRANTY does not apply and defects are not considered to be COVERED DEFECTS if they were caused, in whole or in part, by or resulting from any of the following:

- Normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact the performance or functionality of the COVERED PRODUCT.
- Abuse, misuse, negligence, or wilful or intentional acts or omissions.
- Non-compliance with the OPERATING INSTRUCTIONS during installation, commissioning, start-up, or operation.
- Improper, unprofessional, negligent, wilfully deficient, or non-standard installation or commissioning, start-up, maintenance, or repair.
- Improper transport, storage, delivery, or packaging.
- Use of the COVERED PRODUCT in a manner inconsistent with its normal use or with the OPERATING INSTRUCTIONS or other maintenance manual or documentation.
- Failure to comply with safety regulations for proper use, including failure to timely install necessary software updates.
- Inadequate ventilation of the COVERED PRODUCT.
- Operation of the COVERED PRODUCT in emergency power mode for more than the number of operating hours specified in the OPERATING INSTRUCTIONS.
- Any repair, replacement, modification, opening or alteration of the COVERED PRODUCT not previously authorised by FRONIUS, including the use of material, equipment or accessories not supplied or authorised by FRONIUS.
- Events that are due to circumstances for which FRONIUS is not responsible or that are not attributable to normal operating conditions, such as (without limitation) power fluctuations, overvoltage, lightning, fire, water (including condensation), tampering, accidents, weather conditions, the effects of foreign bodies and damage caused by the WARRANTY HOLDER or third parties.
- Accidents or other events beyond FRONIUS' reasonable control or event of Force majeure.
- Violations of applicable laws or regulations, including but not limited to, violations of electrical or building codes or regulations.
- Deficient or negligent site conditions where the COVERED PRODUCT is installed.

4.2 Furthermore, the warranty does not cover loss of profit or (consequential) damages suffered by the WARRANTY HOLDER resulting from the COVERED PRODUCT, its use or as a result of a material or processing defect (e.g. due to interrupted or faulty operation, loss of or damage to data caused by the COVERED PRODUCT). Statutory claims of the WARRANTY HOLDER remain unaffected.

## 5. Warranty services

5.1 In the event that a COVERED DEFECT occurs within the WARRANTY PERIOD, FRONIUS will, at its sole discretion and based on the warranty model applicable to the COVERED PRODUCT (see section 6):

- repair the COVERED PRODUCT,
- or replace the COVERED PRODUCT with an equivalent product of the same age, design, and condition,



- or - if a replacement product is not available and a repair would not be possible or only possible at disproportionate cost - grant a credit which can be used for the purchase of a new FRONIUS product to the WARRANTY HOLDER in an amount equal to the market value of the COVERED PRODUCT without defect at the time that the WARRANTY HOLDER reported the warranty claim.

## 6. Warranty models

6.1 FRONIUS only assumes the costs incurred in connection with the warranty services set forth in Section 5 to the extent of the respective “FRONIUS WARRANTY” or “FRONIUS WARRANTY PLUS” warranty model applicable to the COVERED PRODUCT and COUNTRY (see Section 2.1 above). Information on the warranty models applicable to the respective COUNTRY can be found in Section B. If the COVERED PRODUCT is located outside the COUNTRY when the LIMITED WARRANTY is claimed, any additional costs incurred shall be borne by the WARRANTY HOLDER.

### 6.2 Warranty model “FRONIUS WARRANTY”

6.2.1 FRONIUS provides the following as part of the FRONIUS WARRANTY:

- The required spare part or equivalent replacement device - new or reconditioned - will be provided or the market value reimbursed.

6.2.2 The following costs will **not** be reimbursed by FRONIUS under the FRONIUS WARRANTY:

- On-site repair costs incurred in connection with the repair or provision of a spare part or replacement device (travel costs, installation and removal costs, repair work on the COVERED PRODUCT, working hours, installation and removal of spare parts, assembly of replacement devices, etc.) or repair or replacement of site conditions (for example and without limitation, roofing).
- Costs of shipment or transport (including customs duties, export certificates, etc.) of the COVERED PRODUCTS to FRONIUS, to the specialist installer or to a FRONIUS Repair Centre, as well as return of the spare parts or replacement devices to the WARRANTY HOLDER or specialist installer.

### 6.3 Warranty model “FRONIUS WARRANTY PLUS”

6.3.1 FRONIUS provides the following as part of the FRONIUS WARRANTY PLUS:

- The required spare part or equivalent replacement device - new or reconditioned - will be provided or the market value reimbursed.
- FRONIUS bears the labour costs directly associated with the removal and replacement of the COVERED PRODUCT if these services are carried out by FRONIUS or a specialist installer commissioned by FRONIUS.
- FRONIUS bears the costs of standard national shipping (excluding express shipping and excluding air or sea transport) of the COVERED PRODUCTS to the nearest FRONIUS Repair Centre or another address specified by FRONIUS, as well as the costs of spare parts or replacement devices to the WARRANTY HOLDER or specialist installer.
- FRONIUS may, at its sole discretion, arrange for a replacement part or product to be sent to the WARRANTY HOLDER before the COVERED PRODUCT is sent to FRONIUS. In this case, FRONIUS is entitled to demand financial security from the WARRANTY HOLDER in the amount of the value of the spare part or replacement product, including transport costs, and FRONIUS

retains ownership of the spare part or replacement device until FRONIUS has received the COVERED PRODUCT.

6.3.2 The following costs will **not** be reimbursed by FRONIUS under the FRONIUS WARRANTY PLUS:

- Travel costs, customs duties, and export certificates.
- Costs for work on other equipment of the WARRANTY HOLDER that is different from the COVERED PRODUCTS (e.g. necessary modifications to the existing photovoltaic system, the house installation or other equipment).
- Due to technical progress, it is possible that a spare part or replacement device provided may not be compatible with the system monitoring or other components installed on site. Any resulting expenses and costs are not part of this LIMITED WARRANTY and are not covered by FRONIUS.
- The costs for express deliveries.
- All other items excluded in Section 6.3.1.

6.3.3 If FRONIUS decides that the COVERED PRODUCT should be repaired or replaced, the WARRANTY HOLDER is obliged to cooperate with the professional installer to ensure proper or barrier-free access to the COVERED PRODUCT or its delivery to the address specified by FRONIUS. FRONIUS does not bear any repair, replacement or installation costs that have not been authorised in advance in writing by FRONIUS.

## 7. Warranty period and warranty extension

7.1 The WARRANTY PERIOD commences as follows:

7.1.1 For Fronius inverters:

- a. with the date of initial commissioning of the COVERED PRODUCT, if the COVERED PRODUCT is registered at <https://www.solarweb.com/> within thirty (30) months of initial delivery by FRONIUS ex works FRONIUS;
- b. In the absence of registration: with the date of first delivery ex works FRONIUS.

7.1.2 With Fronius Datamanager and Fronius Smart Meter:

- a. at the same time as the commencing of the WARRANTY PERIOD of the Fronius inverter, provided that the product was purchased together with the Fronius inverter;
- b. if not purchased together with the Fronius inverter: with the date of first delivery ex works FRONIUS.

7.1.3 For Fronius Ohmpilot, Fronius Wattpilot and Fronius Rapid Shutdown Box:

- a. with the date of the commissioning protocol of the specialised installer (the protocol must contain the following information: Acceptance date, commissioning date, invoice including serial number, a photo with fully legible type plate);
- b. in the absence of a commissioning protocol: with the date of first delivery ex works FRONIUS.

- 7.2 The WARRANTY PERIOD is two (2) years. Depending on the COUNTRY, a longer WARRANTY PERIOD may apply - see Section B. Warranty claims must be asserted within the WARRANTY PERIOD in accordance with Section 8.
- 7.3 Depending on the COVERED PRODUCT and the COUNTRY, there may be different options for a temporal and/or material extension of the WARRANTY. Details can be found in Section B and on the FRONIUS website.
- 7.4 If a COVERED PRODUCT is replaced or repaired under the LIMITED WARRANTY, the remainder of the original WARRANTY PERIOD will apply to the replaced or repaired COVERED PRODUCT. The original WARRANTY PERIOD will not restart or extend and no new warranty certificate will be issued because the COVERED PRODUCT is repaired or replaced.

## 8. Assertion of warranty claims

- 8.1 In order to ensure efficient processing, the WARRANTY HOLDER should first contact the specialised installer when a COVERED DEFECT occurs and instruct them to process the warranty claim with FRONIUS and to take over the communication with FRONIUS described below.
- 8.2 The WARRANTY HOLDER or its specialist installer shall notify FRONIUS in writing (email is sufficient) of the occurrence of a COVERED DEFECT immediately after its discovery and in any case before the expiry of the WARRANTY PERIOD explaining what the COVERED PRODUCT is and why this LIMITED WARRANTY applies.
- 8.3 The WARRANTY HOLDER must provide FRONIUS with the following documents and information:
- the commissioning protocol (including date of acceptance, commissioning date and report from the energy supply company),
  - the invoice (including serial number),
  - a photo with a fully legible rating plate,
  - further information requested by FRONIUS in order to assess the COVERED DEFECT and the scope of the warranty services to be provided.
- 8.4 After reviewing the documents and information submitted, FRONIUS in its sole discretion will make a decision on the type of the warranty service (in the meaning of Section 5) in accordance with these WARRANTY CONDITIONS. In the event of a repair, FRONIUS will clarify the details, including invoicing, directly with the specialised installer.

## 9. General provisions

Should any provision of these WARRANTY CONDITIONS be declared or determined to be invalid or unenforceable in whole or in part, this does not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision will be replaced by a valid or enforceable provision that comes as close as possible to the material and economic content of the invalid or unenforceable provision.

- 9.1 Notices to FRONIUS in connection with the LIMITED WARRANTY or the WARRANTY CONDITIONS shall be sent to [support@fronius.com](mailto:support@fronius.com) or Fronius International GmbH, Froniusplatz 1, 4600 Wels, Austria.

## 10. Applicable law, place of jurisdiction

- 10.1 Claims arising out of or in connection with the LIMITED WARRANTY or the WARRANTY CONDITIONS are governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of private international law. The place of fulfilment for the obligations arising from this warranty is Wels, Austria. If the WARRANTY HOLDER is a consumer pursuant to Article 6 of Regulation (EC) No 593/2008, the choice of Austrian law shall not have the effect of depriving the consumer of the protection afforded to him or her by the national provisions of the country in which the consumer has his or her habitual residence, which may not be derogated from by agreement.
- 10.2 The exclusive place of jurisdiction for all disputes arising from and in connection with the LIMITED WARRANTY or the WARRANTY CONDITIONS is Wels, Austria. This does not apply if the WARRANTY HOLDER is: a consumer, is resident in the European Union, Norway, Iceland, or Switzerland, and FRONIUS has directed its activities at the country of residence of the WARRANTY HOLDER.

## B. Country-specific regulations

### 11. Country group 1

- 11.1 Country group 1 includes the following countries:

**Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Croatia, Cyprus, CZ Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, India, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Mexico, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom, Vatican City State**

- 11.2 WARRANTY PERIOD and WARRANTY MODEL independent of registration

- 11.2.1 The "FRONIUS WARRANTY PLUS" WARRANTY MODEL applies in accordance with Section 6.3 during the WARRANTY PERIOD generally applicable in accordance with Section 7.2.
- 11.2.2 Deviating from Section 7.2, Fronius Wattpilot's WARRANTY PERIOD is 3 years, even in the absence of additional requirements.

- 11.3 Warranty extension

- 11.3.1 A free warranty extension is possible for inverters if the inverter is registered at <https://www.solarweb.com/> within thirty (30) months of delivery from FRONIUS ex works.
- 11.3.2 In this case, the WARRANTY PERIOD is:

- a. For inverters 0 - 12.5 kW:
- 10 years in total (= 5 years FRONIUS WARRANTY PLUS and 5 years FRONIUS WARRANTY thereafter)
- b. For inverters > 13 kW:
- (1) A total of 5 years FRONIUS WARRANTY PLUS



**or** (at the option of the warranty holder)

- (2) 7 years in total (= 2 years FRONIUS WARRANTY PLUS and then 5 years FRONIUS WARRANTY)

#### 11.3.3 Different warranty extensions in Germany and Mexico:

- a. **Germany:** For inverters > 13 kW: 5 years FRONIUS WARRANTY PLUS (without an option for 7 years).
- b. **Mexico:** For all inverters: a total of 10 years FRONIUS WARRANTY PLUS.

11.3.4 The Fronius Datamanager automatically imports the WARRANTY PERIOD of the inverter in which the Datamanager is installed according to the conditions set out in Section 7.1.2.

#### 11.4 Other special conditions:

- a. French overseas territories: Transportation is not supported between Fronius and the overseas departments (Dom-Tom).
- b. Other, unnamed overseas and external territories and associated island territories: All services and transport costs between Fronius and these territories are not covered.

## 12. Country group 2

12.1 Country group 2 includes the following countries:

**Australia, New Zealand**

#### 12.2 WARRANTY PERIOD and WARRANTY MODEL independent of registration

12.2.1 In deviation from Section 7.2, the WARRANTY PERIOD for inverters is 5 years, even without additional requirements being met. The same applies to Datamanager and Fronius Smart Meter, which are installed together with the inverter, under the conditions set out in Section 7.1.2. Fronius Wattpilots installed between the August 1<sup>st</sup> 2024 and December 31<sup>st</sup> 2025 receive a promotional 12-month extension of warranty cover, under the conditions set out in Section 7.1.3.

12.2.2 The "FRONIUS WARRANTY PLUS" WARRANTY MODEL applies in accordance with Section 7.2 or 12.2 during the WARRANTY PERIOD generally applicable in accordance with Section 6.3.

#### 12.3 Warranty extension

12.3.1 A free warranty extension is possible for inverters if the inverter is registered at <https://www.solarweb.com/> within thirty (30) months of delivery from FRONIUS ex works.

12.3.2 In this case, the WARRANTY PERIOD is a total of 10 years. Fronius inverters installed between October 1<sup>st</sup> 2024 and December 31<sup>st</sup> 2025, receive a promotional warranty extension of 5 years FRONIUS WARRANTY PLUS, under the conditions set out in Section 7.1.3.

#### 12.4 Other special conditions:

- a. Other, unnamed overseas and external territories and associated island territories: All services and transport costs between Fronius and these territories are not covered.

#### 12.5 Other special conditions:

12.5.1 In Australia, this warranty is given by, and all Australian warranty claims should be directed to: Fronius Australia Pty Ltd, 90-92 Lambeck Drive, Tullamarine, VIC 3043, Telephone +61 (0)3 8340 2900, Email [pv-support-australia@fronius.com](mailto:pv-support-australia@fronius.com). The benefits to the consumer given by this manufacturer's warranty are in addition to other rights and remedies of the consumer that are stipulated by law, and which are not affected by this manufacturer's 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. The general delivery and payment terms and conditions located on our website ([www.fronius.com.au](http://www.fronius.com.au)) under "Terms and conditions" are in effect unless these warranty conditions allow more favourable provisions. Previously valid warranty conditions are replaced by these conditions.

12.5.2 Section 10.2 does not apply if the WARRANTY HOLDER is a consumer or if the warranty contract is a small business contract under section 23(4) of Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth).

### 13. Country group 3

13.1 Country group 3 includes the following countries:

**Canada, Puerto Rico, United States**

13.2 Should the terms of Section 13 conflict with any terms set forth in prior Sections of this LIMITED WARRANTY, the terms set forth in this Section 13 shall control and govern. This Section 13 only specifies certain conditions pertaining to Country Group 3 and does not override or supersede any other term of this LIMITED WARRANTY as stated above.

#### 13.3 WARRANTY PERIOD and WARRANTY MODEL independent of registration

13.3.1 In deviation from Section 7.2, the WARRANTY PERIOD for inverters is ten (10) years, even without additional requirements set forth in Section 13.4 being met. The WARRANTY PERIOD for Fronius Datamanager under the conditions set out in Section 7.1.2 is also ten (10) years.

13.3.2 In deviation from Section 7.2, the WARRANTY PERIOD for Fronius Rapid Shutdown Box and Fronius Smart Meter is five (5) years, even without additional requirements set forth in Section 13.4 being met.

13.3.3 In accordance with Section 6.3, the "FRONIUS WARRANTY PLUS" WARRANTY MODEL applies during the generally applicable WARRANTY PERIOD in accordance with Sections 7.2, 13.3.1, and 13.3.2. Exception: The "FRONIUS WARRANTY" WARRANTY MODEL applies to Fronius Smart Meters.

#### 13.4 Warranty extension

13.4.1 A free warranty extension is available for FRONIUS inverters upon the express condition that the WARRANTY HOLDER registers the inverter at <https://www.solarweb.com/> within thirty (30) months of delivery from FRONIUS ex works.

13.4.2 If the WARRANTY HOLDER properly registers the inverter at <https://www.solarweb.com/> within thirty (30) months of delivery from FRONIUS ex works the WARRANTY PERIOD is twelve (12) years in total (= 10 years FRONIUS WARRANTY PLUS and then two (2) years FRONIUS WARRANTY).

13.4.3 The Fronius Datamanager automatically takes over the WARRANTY PERIOD of the inverter in which the Datamanager is installed according to the conditions set out in Section 7.1.2.

#### 13.5 Other special conditions:

a. Other overseas and foreign territories and US territories not mentioned: All services and transport costs between Fronius and these territories are not covered.

#### 13.6 Other additional legal information for the United States:

13.6.1 THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (AND ALSO DEVIATING FROM ITEM 1.3), THE WARRANTIES AND REMEDIES CONTAINED IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF (AND FRONIUS EXPRESSLY DISCLAIMS), ALL OTHER WARRANTIES AND REMEDIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND SIMILAR OBLIGATIONS (OTHER THAN THAT THE WARRANTY PRODUCT WILL BE NEW AND OF GOOD TITLE) INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WHETHER ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. IF IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR STATE, THEN SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

13.6.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WARRANTY HOLDER acknowledges, agrees and represents that it has not relied upon any statements or representations by FRONIUS or on FRONIUS' skill or judgment to select or furnish the COVERED PRODUCT for any particular purpose beyond the specific express warranties in this LIMITED WARRANTY. Fronius does not warrant the COVERED PRODUCT will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality, or other jurisdiction beyond the specific express warranties in the LIMITED WARRANTY. Fronius does not warrant that the COVERED PRODUCT will operate with any accessories or within any system not sold under the LIMITED WARRANTY and Fronius' LIMITED WARRANTY is limited to the operation of the COVERED PRODUCT in a stand-alone mode.

13.6.3 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW: FRONIUS' AGGREGATE LIABILITY ARISING OUT OF ALL CLAIMS MADE UNDER THIS LIMITED WARRANTY AND ALL CLAIMS RELATED TO DEFECTIVE COVERED PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED HEREIN. THE REMEDIES DESCRIBED ABOVE ARE THE WARRANTY HOLDER'S SOLE AND EXCLUSIVE REMEDIES AND FRONIUS' ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. FRONIUS' LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY WARRANTY HOLDER FOR THE DEFECTIVE COVERED PRODUCT, NOR SHALL FRONIUS UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO PERSONAL INJURY OR LOSS OF LIFE.

13.6.4 SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY APPLY TO A LIMITED EXTENT.

## 14. Country group 4

14.1 Country group 4 includes the following countries:

**Algeria, Anguilla, Antigua and Barbuda, Argentina, Armenia, Aruba, Bahrain, Bangladesh, Barbados, Belarus, Belize, Benin, Bolivia, Bonaire, Brazil, British Virgin Islands, Burkina Faso, Cambodia, Chile, Colombia, Congo, Costa Rica, Cuba, Curacao, Dominica, Ecuador, Egypt, El Salvador, Georgia, Ghana, Grenada, Guatemala, Guyana, Haiti, Honduras, Hong Kong, Indonesia, Iran, Iraq, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kuwait, Lebanon, Madagascar, Malawi, Malaysia, Mali, Montserrat, Morocco, Myanmar, Namibia, Nicaragua, Nigeria, Oman, Pakistan, Palestinian Territory, Panama, Peru, Philippines, Qatar, Dominican Republic, Saint Lucia, Saint Martin, Saudi Arabia, Singapore, South Africa, South Korea, Sri Lanka, St. Kitts and Nevis, St. Vincent and the Grenadines, Taiwan, Tanzania, Thailand, Trinidad and Tobago, Tunisia, Uganda, Ukraine, United Arab Emirates, United Virgin Islands, Uruguay, Uzbekistan, Vietnam, Yemen, Zambia and Zimbabwe**

14.2 WARRANTY PERIOD and WARRANTY MODEL independent of registration

14.2.1 The "FRONIUS WARRANTY" WARRANTY MODEL applies in accordance with section 6.2 during the WARRANTY PERIOD generally applicable in accordance with section 7.2.

14.2.2 Deviating from Section 7.2, Fronius Wattpilot's WARRANTY PERIOD is 3 years, even in the absence of additional requirements.

14.3 Warranty extension

14.3.1 A free warranty extension is possible for inverters if the inverter is registered at <https://www.solarweb.com/> within thirty (30) months of delivery from FRONIUS ex works.

14.3.2 In this case, the WARRANTY PERIOD is:

- a. For inverters 0 - 12.5 kW: a total of 10 years FRONIUS WARRANTY
- b. For inverters > 13 kW: a total of 5 years FRONIUS WARRANTY

14.3.3 The Fronius Datamanager automatically takes over the WARRANTY PERIOD of the inverter in which the Datamanager is installed according to the conditions set out in Section 7.1.2.

14.3.4 Deviating warranty extensions in Brazil, Egypt, Jordan, United Arab Emirates, Vietnam, Ukraine:

- a. For inverters > 13 kW: a total of 7 years FRONIUS WARRANTY.

14.4 Other special conditions:

- a. Other, unnamed overseas and external territories and associated island territories: All services and transport costs between Fronius and these territories are not covered.