



FIMER SOLAR PRODUCTS

Terms and Conditions of Supply

STANDARD “+”, ASSURE Warranty for inverters, accessories and REACT 2 batteries

Document valid from: March 1st, 2020 until December 31st, 2020

Terms and Conditions: the general terms and conditions of this warranty.

1. Definitions

FIMER: Marici Australia Pty Limited ABN 14 636 336 671, 84-90 Hotham Street, Preston VIC 3072

Agreement: all the provisions of the Terms and Conditions, the Order and the Order Confirmation.

Battery(ies): the REACT 2 batteries specified in the Order Confirmation.

Corporate Group: all the companies directly and/or indirectly controlled by a Party and the companies subject, together with this Party, to a common control.

Customer(s): the subject who requests and/or receives an Offer or sends an Order to FIMER, and, if required by the Order Confirmation and/or by law provisions, any related successors and/or assignees.

Inverter: the UNO-DM, REACT 2, TRIO or PVS single-phase and three-phase string inverter and respective accessories (excluding REACT 2 batteries).

Parties: the Customer and FIMER.

Party: the Customer and/or FIMER.

Product(s): the Batteries and Inverters manufactured by FIMER.

2. Products concerned

These Terms and Conditions shall only apply to the supply of Products.

By availing itself of (the rights and remedies provided by) these Terms and Conditions, the Customer hereby agrees to abide by the same Terms and Conditions.

Further details are provided under Article 10 - Legal aspects.

2.1. STANDARD “+” Warranty Plans for PVS-175 Inverters only

The STANDARD “+” Warranty for Inverters covers the material and labour required for their repair at the Repair Centre or on site, at the sole discretion of FIMER, as well as shipment of repaired Inverter (incoterms CPT). See table 1a for further details.

The STANDARD “+” Warranty Plan applies to the PVS-175 Inverter only.

2.2. ASSURE Warranty Plans for Inverters (excluding the PVS-175 Inverter)

The ASSURE Warranty for Inverters covers early

replacement of Inverters or components thereof (power modules, string boxes) as well as shipping costs and labour required for their removal and re-installation on site (fixed fee payable depending on inverter model). See table 1 for further details.

The ASSURE Warranty Plan does not apply to the PVS-175 Inverter.

2.3. Warranty Plans for accessories

The accessories also include all monitoring components.

The accessories Warranty covers the material and labour required for the repair of the Product at the Repair Centre or its replacement, at the sole discretion of FIMER. See table 1 for further details.

2.4. ASSURE Warranty Plans for Batteries

The ASSURE Battery Warranty covers early battery replacement as well as shipping costs and labour required for their removal and re-installation on site (fixed fee payable depending on inverter model). See tables 2 for further details.

Applicable during the Warranty Period between the 1st year and 5th year (included).

The additional ASSURE Service Level for each Battery Pack, effective as from the 5th through 10th year, must be purchased together with the REACT 2 Battery.

3. Countries concerned

The ASSURE Warranty Plan for Inverters is available only for Inverters installed in Australia.

The ASSURE Warranty Plan for REACT 2 Batteries is

available only for Batteries installed in Australia.

4. FIMER Warranty Duration

The STANDARD “+” and ASSURE Warranty Plans for 3-phase string Inverters have a duration of 5 (five) years as of the date of purchase by the Customer and may in no case exceed a maximum period of 66 (sixty-six) months from the date of shipment from the factory. The Warranty may be extended to a total of 10 (ten) years, provided that the purchase of the Warranty Extension occurs within 12 (twelve) months of purchasing the Inverter.

The ASSURE Warranty Plans for UNO-DM and REACT2 Inverters have a duration of 10 (ten) years as of the date of purchase by the Customer and may in no case exceed a maximum period of 126 (one hundred and twenty-six) months from the date of shipment from the factory.

The ASSURE Warranty Plans for accessories have a duration of 2 (two) years starting from the date of purchase by the Customer and may in no case exceed a maximum period of 30 (thirty) months from the date of shipment from the factory. There exists no Warranty Extension for accessories.

For Batteries installed in Australia FIMER guarantees Batteries, either (i) for a period equal to 120 (one hundred and twenty) months from the date of purchase and in no case more than 123 (one hundred and twenty-three) months from the date of shipment from the factory, or (ii) up to the moment 3,650 (three thousand, six hundred and fifty) cycles have been completed, whichever period is shorter, as specified in table 2. The Battery shall in any case be considered as

faulty when its Residual Capacity is less than 60% of its rated energy (at the Battery unit level).

Furthermore, in order not to lose the Warranty, please consider that if the installation is not performed immediately, the Battery must be stored in an environment with a controlled temperature ranging between -20 °C and +25 °C for no more than six months, or at a controlled temperature ranging between -20 °C and +45 °C for no more than three months, and in any case with relative humidity no higher than 80% without condensation.

The REACT2 Inverter battery emergency backup output is suitable only for temporary backup power in case of loss of grid connection and medical equipment which is required to have constant power should not be connected to the emergency backup output of the inverter.

Tables 2 show the definitions and details of the Terms and Conditions for Battery Warranties.

5. Claims Under Warranty

All claims under Warranty must follow the procedures described below.

Warranty Claims must be made using the following method:

- Via phone Hotline (1800 769 663).
- Via web form (<https://www.fimer.com/contact/contact-us/submit-your-inquiry>).

Mandatory information to provide:

- Product Model
- Proof of purchase for the Product concerned (if

available)

- Serial number (S/N) of the Product figuring on the Product label (a picture of the Product label must be provided in .jpg format)
- Description of the problem and, where applicable, the error code displayed on the Product
- Contact details of Customer or legal owner of the Product (complete name, address (site of installation), email and phone)
- Contact details of the party requesting assistance (if not the Customer or legal owner) (name, email, phone and full address of the contact person)

FIMER will provide a CARE code associated with the claim. The CARE code must be indicated in all correspondence throughout the handling of the claim.

In case of non-compliance with the procedure or inaccurate or incomplete information, FIMER will not take the claim into consideration.

FIMER shall invoice all expenses and costs incurred by the inspection and transportation of the returned Product (or Product inspected on site, as appropriate) that do not present defects after being inspected by FIMER.

6. Handling of claims

Claims shall be handled following one of the following procedures, at the sole discretion of FIMER:

- Return and repair
- Replacement with a reconditioned device
- Early replacement with new, repaired or equivalent Product at the sole discretion of FIMER (with

ASSURE Warranty only)

- On-site repair
- Possible reimbursement, at the sole discretion of FIMER

The above Warranties are exclusive and supersede any other quality and performance warranties, whether written, verbal or implicit; any other guarantees, including any implied warranties of merchantability or fitness for a particular purpose, are hereby excluded by FIMER. The handling of the claims shall be subject to the conditions and terms set out in Article 9 below.

7. Early replacement (advance swap) under ASSURE Warranty Plans

The ASSURE Warranty Plan provides for a replacement unit. FIMER shall ship a replacement Inverter or components thereof (power module, string box or Battery) before the Product suspected to be defective is shipped to an FIMER Repair Centre. This unit may be new, reconditioned or equivalent, at the sole discretion of FIMER.

The (early) delivery of the replacement unit does not in any case amount to the recognition by FIMER that the Product which is the subject of the claim is under Warranty. FIMER's approval or rejection of the claim shall be communicated only after FIMER has inspected the returned Product.

The legal owner of the Product must make the defective Product available for return within 10 calendar days from the delivery of the replacement unit, using an appropriate packaging, as per the replacement unit supplied.

The allegedly defective Products must be returned to

an FIMER Repair Centre for claim validation. Should the claim be confirmed, the remaining Warranty period of the defective Product will be transferred to the replacement unit. If the defect is not covered by a Warranty (see Article 9), the claim will be rejected, and the costs incurred (relating to logistics, administration, fault inspection and purchase of the Replacement Product) shall be invoiced to the Customer, without making the Replacement Product's Warranty invalid.

In case the FIMER Repair Centre does not receive the allegedly defective Product within the aforementioned period, the Replacement Product's Warranty may be invoked only once the Product has been returned to FIMER.

FIMER undertakes to perform the inspection within 3 (three) working weeks of the allegedly defective Product's delivery.

8. On-site assistance

In case of on-site assistance (including early replacement), as decided by FIMER, the qualified technician shall be selected by FIMER.

For this kind of assistance, the legal owner of the Product is required to (and is responsible for) ensuring access to the Product and providing the necessary equipment for this purpose (scissor lift, for example).

The legal owner of the Product shall also ensure that the plant and the work environment is provided with the appropriate health and safety requirements envisaged by law.

The qualified technician may refuse to perform an operation where the conditions set out by the health

and safety regulations are not met.

Should the above conditions not be met, FIMER shall charge the legal owner of the Product any costs, including –but not limited to– the costs relating to the qualified technician who could not access the site and/or the Product.

9. Warranty Disclaimer

Warranty claims are excluded in the following cases:

- Expiration of the Warranty Period
- Mechanical damage during transportation of the defective unit when the Product is conveyed under the responsibility of a third party
- Any modification made to the Product that has not been authorized by FIMER
- Improper installation or commissioning
- Improper use of the Product
- External event (over-voltage, malfunction of other components of the system causing the Product to break down, etc.)
- Failure to comply with the Product documentation (Product manual, installation instructions, preventive maintenance)
- Force majeure, including –but not limited to– lightning, over-currents, natural disasters and fires
- External agents, including acid rain, salt, vandalism or other pollutants
- Failure to (properly) implement safety rules
- Use in combination with unauthorized equipment, products or materials, as per FIMER documentation
- For Batteries, in case of failure to comply with the storage conditions, as expressed under point 4 above, in the absence of immediate installation

Given the evolution of the technology, the replacement

unit or a new device available at the time of the claim may not be compatible with the installed system. The Warranty does not cover any expenses and/or costs incurred as part of the configuration, update or adjustment of the system to enable the installation of the Product. Unless otherwise agreed, FIMER shall not pay any financial compensation, including –but not limited to– the compensation for any energy not supplied to the network by the system during any assistance activities, including preventive and corrective maintenance.

Spare parts for preventive maintenance and consumables are not covered by the Warranty (e.g. over-voltage protection devices, fuses, etc.).

10. Legal aspects

This factory warranty is freely provided by FIMER and does not prejudice in any way the Product's conditions of sale, including any warranty provided by a third-party entity from which it has been purchased. This factory warranty supersedes any warranty terms and conditions that have been in force previously.

This factory warranty is governed by Victorian and Australian law. Any expressed or implied contravention of the Australian Consumer Law contained within this document is unintentional.

Except for the mandatory limits of the law, FIMER shall not be required to indemnify the Customer for lost profits and/or any indirect and/or consequential damages. By way of example and not exhaustively, FIMER shall not be called upon to compensate damages related to loss of turnover, loss of profit, loss of contract or damages deriving from the lack of



efficiency of the work carried out. On no account shall FIMER indemnify the Customer for any damage, due on any basis whatsoever, for which the Customer has been demanded to make compensation to third parties.



Table 1: Warranty Terms and Conditions (not applicable for PVS-175 Inverters)

Definition	Inverter	Accessories (REACT 2 batteries not included)
	ASSURE Manufacturer's Warranty	ASSURE Manufacturer's Warranty
Default duration (years)	5 (10 for UNO-DM & REACT2)	2
Extended duration (total years; must be purchased within a period of 12 months of Inverter's date of purchase)	10 (for 3-phase string inverters)	No extension
Costs related to repair material and labor at the Repair Centre	Included	Included
Removal and re-installation costs (see Terms and Conditions in the description)	Included	Not included
Replacement product parameter setting	Included	Not included
Shipping costs for the return of the faulty unit (to the destination indicated by FIMER)	Included	Not included
Costs related to the shipping of the repaired (or replacement) unit to the Customer	Included	Included
Early replacement unit (where technically possible; alternatively, on-site repair)	Included	Not included
Technical Service Toll-free number	1800 769 663	1800 769 663
Actual availability (percentage)	Not included	Not applicable
Preventive maintenance	Not included	Not included
"Ready for shipment" notice following acceptance of the claim, subject to the availability of the material	Generally 5 working days from the time the FIMER Repair Centre receives the Inverter	Generally 15 working days from the time the FIMER Repair Centre receives the Inverter



Table 1a: Warranty Terms and Conditions (applicable for PVS-175 Inverters only)

Definition	PVS-175 Inverter
	STANDARD “+” Manufacturer's Warranty
Default duration (years)	5
Extended duration (total years; must be purchased within a period of 12 months of Inverter's date of purchase)	10
Costs related to repair material and labor at the Repair Center	Included
Removal and re-installation costs (see Terms and Conditions in the description)	Not included
Replacement product parameter setting	Not included
Shipping costs for the return of the faulty unit (to the destination indicated by FIMER)	Not included
Costs related to the shipping of the repaired (or replacement) unit to the Customer	Included (*)
Early replacement unit (where technically possible; alternatively, on-site repair)	Not included
Technical Service Toll-free number	1800 769 663
Actual availability (percentage)	Not included
Preventive maintenance	Not included
"Ready for shipment" notice following acceptance of the claim, subject to the availability of the material	Generally 10 working days from the time the FIMER Repair Center receives the Inverter

(*) Incoterms CPT (duties and duty clearance costs are not included)



Table 2: Warranty Terms and Conditions for Batteries and Relevant Definitions

Definition	Battery
	ASSURE (5 ASSURE + 5 STANDARD) Manufacturer's Warranty
Default duration (years / cycles)	10 / 3650
Extended duration (total years)	Cannot be extended
ASSSURE Service level 5th through 10th year Must be purchased together with the Warranty Extension for the REACT 2 Inverter.	Can be extended
Costs related to repair material and labor at the Repair Center	Included
Removal and re-installation costs (see Terms and Conditions in the description)	Included for the first 5 years (1825 cycles)
Replacement product parameter setting	Included for the first 5 years (1825 cycles)
Shipping costs for the return of the faulty unit (to the destination indicated by FIMER)	Included for the first 5 years (1825 cycles)
Costs related to the shipping of the repaired (or replacement) unit to the Customer	Included for the first 5 years (1825 cycles)
Early replacement unit (where technically possible; alternatively, on-site repair)	Included for the first 5 years (1825 cycles)
Technical Service Toll-free number	1800 769 663
Actual availability (percentage)	Not included
Preventive maintenance	Not included
"Ready for shipment" notice following acceptance of the claim, subject to the availability of the material	Generally 10 working days from the time the FIMER Repair Center receives the Battery

Cycle: refers to the energy discharged during an effectively produced energy cycle, divided by the rated capacity of the module

Battery efficiency: refers to the Residual Capacity; this CANNOT be lower than 60% (based on the Battery unit level); in case FIMER confirms this value, the Customer will be entitled to the module and/or Battery for the repair/replacement provided for by the Warranty



Residual Capacity: actual capacity of the Battery in relation to the Rated Capacity

In order to properly determine the Residual Capacity of the Battery, the following test must be conducted in an environment characterized by a temperature of +23 °C (tolerance ± 5 °C):

- the Battery must be completely discharged following the standard discharge conditions (C/3) and left idle for 1 day
- the Battery must be charged with constant current C/3 (C refers to the rated capacity [Ah] of the Battery); once maximum operating voltage is reached, it must be charged at constant voltage
- Keep the charge at constant voltage until the current drops below C/20
- Leave it idle for 10 minutes
- Discharge the Battery through C/3 constant current until the cut-off voltage is reached (minimum operating voltage); this operation will allow the Residual Capacity of the Battery to be measured.