

## Limited Warranty and Service Conditions for Inverters

Warranty Period	Warranty applies to the following models
<p><b>5 Years</b> (max. 66 months from shipment)</p>	<p><u>Wall-mounted inverters</u> blueplanet: 3.0NX1, 3.7NX1TL1, 4.0NX1, 5.0NX1, 3.0TL3, 4.0TL3, 5.0TL3, 6.5TL3, 7.5TL3, 8.6TL3, 9.0TL3, 10.0TL3, 15.0TL3, 20.0TL3, 29.0TL3, 50.0TL3, 87.0TL3, 92.0TL3, 100TL3, 105TL3, 110TL3, 125TL3, 125TL3US, 137TL3, 150TL3, 155TL3, 165TL3</p> <p>blueplanet hybrid 10.0TL3</p>
<p><b>2 Years</b> (max. 30 months from shipment)</p> <p><b>5 Years</b> when selling through system partners</p>	<p><u>Wall-mounted inverters</u> blueplanet: gridsave 50.0TL3-S, 92.0TL3</p>
<p><b>2 Years</b> (max. 30 months from shipment)</p>	<p><u>Wall-mounted inverter</u> 50.0TL3 RPOonly</p>

The warranty comes into effect on the date of the first delivery by KACO new energy.

The warranty period shall expire upon the earlier to occur of (depending on the model, see above): (i) sixty (60) months from commissioning of the device or (ii) sixty-six (66) months from delivery ex works from KACO new energy facility or (i) twenty-four (24) months from commissioning of the device or (ii) thirty (30) months from delivery ex works from KACO new energy facility.

This is a limited warranty. It applies only to devices from KACO new energy. Products not manufactured by KACO new energy (e.g. DC combiners, switchgear systems, current transformers, voltage transformers, transformers, (fuel-saving) control units, monitoring and communication devices, installed cables, accumulators and batteries) as well as consumables and parts of the device that are subject to regular wear and tear (e.g. accumulators, batteries, varistors, string fuses, filters, surge arresters and overvoltage protection devices) are excluded from the conditions of this warranty.

The warranty for **wall-mounted inverters** is valid in the following countries\*:

**Europe:** Albania, Austria, Belgium, Bosnia, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monte Negro, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom

**Africa:** Algeria, Angola, Botswana, Burundi, Cameroon, Egypt, Ghana, Ivory Coast, Kenya, Malawi, Mali, Morocco, Mozambique, Namibia, Nigeria, Senegal, South Africa, Swaziland, Tanzania, Tunisia, Uganda, Zambia, Zimbabwe

**Near and Middle East:** Jordan, Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates

**Asia/Pacific:** Australia, Indonesia, Japan, Malaysia, Myanmar, Pakistan, the Philippines, South Korea (only valid for equipment imported by OCI Power Ltd), Sri Lanka, Taiwan, Thailand, Vietnam

**America:** Argentina, Brazil, Chile, Colombia, Cost Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Panama, Peru

A condition precedent to KACO new energy's warranty obligations is that the device is operated in a country for which electro-technical certification and approval for operation is valid. In addition, the fulfilment of the warranty by KACO new energy is subject to the proviso that there are no impediments due to national or international regulations of foreign trade law or embargos and/or other sanctions.

\* The warranty shall not be effective in overseas territories For countries not listed above, the customer may request service under the warranty, within 24 months from delivery ex works from KACO new energy facility; however, such request is subject to the consent of KACO new energy and if such consent is granted the devices must be delivered free of charge to a service plant of KACO new energy or of a partner certified by KACO new energy,

Customers should visit <https://kaco-newenergy.com/nc/service/customer-service/> to find their local service contact points.

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## 1 Manufacturer's Limited Warranty

The warranty is a manufacturer's warranty; the beneficiary of the warranty is the owner of the device for which the warranty was concluded ("customer").

This limited warranty will apply only to the aforementioned devices in the listed countries. All eventual and individual agreements between KACO new energy and the customer must be disclosed.

The manufacturer warrant's the device will be free from defects in materials or workmanship ("defect") at the time of initial delivery. The warranty is conditioned upon the device having been installed and operated properly as per the manufacturer's instructions and guidelines which are updated from time to time. The scope is limited to the removal of the defect through - at the discretion of KACO new energy - repair or replacement of the device. In lieu of the foregoing, KACO new energy may elect to provide customer a refund of the purchase price for the defective device and such refund shall constitute a complete fulfillment of its warranty obligations arising hereunder. Further claims for costs, in particular for reimbursement of lost income resulting from direct and indirect damage incurred in installation and removal, are not covered under this warranty.

KACO new energy states explicitly that a condition precedent to this warranty applying to a device, is that KACO new energy no longer has any outstanding claims against the customer. All claims arising from, or, in connection with this warranty are subject to German law. The exclusive place of jurisdiction for all disputes arising from, or in connection with this warranty is – as far as legally permissible – Heilbronn, Germany.

This manufacturer's warranty is in addition to the customer's rights at law and shall not affect the customer's legal rights affecting warranty claims (including claims against KACO new energy as manufacturer under the Product Liability Act).

## 2 Maintenance Contracts and Warranty Extensions

Warranty extensions can be requested via customers of KACO new energy. An extension of the warranty is possible at any time after examination and confirmation by KACO new energy. Maintenance contracts are available for ground-mounted inverters.

## 3 To Request Service

The customer must contact his local professional installer for troubleshooting assistance (isolating the cause and reporting the defect). Software updates, that can be installed without the support of KACO new energy, are provided on the KACO new energy website [www.kaco-newenergy.com](http://www.kaco-newenergy.com) (depending on the model).

For service and processing, the following information and documentation pertaining to the affected inverter must be provided:

Mandatory:

- Device type (e.g. blueplanet 15.0 TL3) and serial number (e.g. 15.0TL01234567) as stated on the type label of the device
- Date of delivery ex works from KACO new energy facility and/or date of initial commissioning (copy of commissioning support report)
- For ground-mounted inverters in systems having an AC power output of one megawatt upwards, proof of the date of commissioning and that commissioning support was provided by KACO new energy or a certified partner

If available:

- Error message appearing on the display and other information regarding the defect / fault
- Current software version
- Assurance that all tests for warranty exclusions have been carried out by the professional installer
- Proof of regular maintenance according to the predefined maintenance plan
- Detailed information about the entire system design (modules, connection-diagram etc.)
- Copy of the purchase invoice and proof of registration or the Warranty Certificate
- Documentation relating to any previous complaints and or exchanges (if applicable)

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On accepting claims, KACO new energy, after consultation with the reporting professional installer, will decide at its sole discretion how and where repairs/rework are to take place and will determine whether the defective unit is to be replaced by a replacement unit or whether the cost of the device will be refunded.

When KACO new energy technicians provide on-site service, the customer at his own expense must ensure full, free and secure access to the devices. If required, the customer must also make any necessary resources (instruments / access equipment etc.) available and these must comply with the governing applicable health and safety regulations.

If device components are replaced or repaired, the components are covered by the same remaining warranty period as the repaired device.

In the case of a refund, KACO new energy will determine the appropriate value of the defective device based on its marketable value if it had not been defective. Only this value will be refunded.

If the return of equipment is required, the customer at its own risk is responsible for ensuring that it is safely and securely packed for shipping in the original manufacturer's packaging or equivalent. If a device is replaced, KACO new energy will send a replacement unit, after receipt of the defective appliance. By the exchange procedure, the defective unit becomes the property of KACO new energy and the replacement unit becomes the property of the customer whereby KACO new energy reserves ownership of the replacement device until receipt of the defective device or receipt of payment of the price for the replacement device. The remaining warranty period of the original device is transferred to the replacement device.

### 4 Considerations during Service Interventions

Due to technical progress, it is possible that an alternative device must be provided. It is also possible that a provided replacement unit or other purchased components may not be compatible with locally installed components (e.g. accessories for remote monitoring or remote control). The resulting expenses and costs are not covered by this warranty and are not borne by KACO new energy.

If a device is exchanged, KACO new energy is entitled to use repaired or reconditioned spare parts and body parts (traces of use possible).

### 5 Warranty Exclusions

KACO new energy reserves the right to justifiably refuse warranty services and to bill for already performed services, or yet to be provided interventions for the customer. The warranty will explicitly be rendered void by any of, but not limited to, the following:

- Failure to commission the device within 24 months from the date of the first delivery by KACO new energy, or if the device has been commissioned, and thereafter shut down or depowered for a period in excess of 24 months
- Improper operation of the device or use outside the specified ambient conditions (e.g. damage after corrosion)
- Natural wear and tear, i.e. any impairment of the device due to wear and tear that is not caused by material or manufacturing defects
- Improper or faulty installation and/or operation of the device (e.g. connection errors and/or incorrect menu settings)
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- Operating the unit with defective protective equipment (electrical and / or mechanical)
- Unauthorized changes to the unit or repair attempts which were not approved by KACO new energy
- The influence of foreign objects and force majeure (e.g. lightning, overvoltage, severe weather, fire, earthquake, pest infestation)
- Insufficient ventilation of the device
- Inadequate protection of the device against external influences and weather
- Non-compliance with the relevant safety regulations (VDE, etc.)
- Transportation and/or storage damage to the device (e.g. in case of return of defective devices in unsuitable packaging)
- Faulty or non-standard planning, design, installation and/or operation of the system, which has caused damage to the device

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- Missing or invalid country certificates for the purchased device, i.e. for "Grey imports" in countries for which the appliance is not intended / authorized
- Vandalism, engraving, labels, irreversible marking or contamination or theft
- Failures / faults in relation with third-party accessories
- Simple to repair fault causes (e.g. software updates)
- Remove or make illegible the type plate on the device
- For wall-mounted inverters in systems with an AC output of one megawatt or more: if the date of commissioning and commissioning support by KACO new energy or a certified partner cannot be verified
- deviations from the data and instructions in catalogues, instructions and manuals provided (including [www.kaco-newenergy.com](http://www.kaco-newenergy.com))
- If the mandatory information and documentation requirements are not available (see above)

### 6 Obligations not Covered by this Warranty or not Covered after Warranty Expiration

Repair, replacement, alterations and other services performed by KACO new energy, which are not warranty obligations arising hereunder, will be charged to customer's account (i.e. such work performed after expiry of the warranty period, or where the device was not defective when delivered, or where the conditions precedent to this warranty have not been fulfilled). The customer agrees to accept the costs for the services provided, as per the current KACO new energy flat-rate charges. Up to date flat-rate charges can be requested at any time.

### 7 Overview: Responsibility for Costs in the Event of Service

In the case of a justified warranty claim for a device within the European Union where, at the decision of KACO new energy, the device is removed from the system and sent to a service plant of KACO new energy or a certified partner of KACO new energy, the professional installer may request a fixed-rate service fee. If KACO new energy approves the request the amount of the flat-rate service charge is determined by KACO new energy. Any service fee is a discretionary goodwill gesture without legal claim and will only be granted for up to five (5) years after the first commissioning of the device was performed. Payment of the service fee will only be made, upon receipt of a valid invoice from the professional installer and only after the cause of the defect has been determined by KACO new energy. A refund will only be made if a warranty case exists and providing that all of the required data, such as device numbers, service numbers and service dates, are listed on the invoice.

For defective devices, which are not delivered to KACO new energy within one week after delivery of the replacement unit, KACO new energy will bill the customer for the current price of the replacement device. Even in warranty cases, should the repair of the damaged device involve disproportionate effort and / or costs, the customer will be billed for these.

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Costs	Warranty	Non-Warranty
Service allowance professional installer	KACO new energy	Customer at cost
Shipping damaged device to KACO new energy	Customer	Customer
Shipping Repaired / Replacement unit to professional installer	Customer	Customer
Packaging costs of defective device	Customer	Customer
Shipping spare parts and material to customer	Customer	Customer
Shipping defective parts to KACO new energy	Customer	Customer
Preparation / cleaning (if required)	Customer	Customer
Hours worked by KACO new energy	KACO new energy	Customer at cost
Spare parts and materials	KACO new energy	Customer at cost
Travel Cost, Accommodation and Per Diem	Customer	Customer
Troubleshooting / Cause determination on device by KACO new energy	KACO new energy	Customer
Administrative Service Processing Fees	KACO new energy	Customer
Costs for export certificates, and Inspections and customs costs	Customer	Customer

### 8 Country specific Regulations: Australia

The following applies if the customer is considered a consumer under section 3 of the Australian Consumer Law:

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.

#### **Importer:**

Siemens Australia Head Office: 885, Mountain Highway, Bayswater, VIC 3153, Australia

Service Contact: 1300 668 336

Email: [Energy.salesandsupport.au@siemens.com](mailto:Energy.salesandsupport.au@siemens.com)

#### **Manufacturer:**

KACO New Energy GmbH: Carl-Zeiss-Str. 1, 74172 Neckarsulm, Germany

Service Contact: +49 7132 3818-660

Email: [service@kaco-newenergy.de](mailto:service@kaco-newenergy.de)

Further information can be found at [www.kaco-newenergy.com](http://www.kaco-newenergy.com)