



CHINT POWER SYSTEMS AMERICA CO. WARRANTY

BUYER/YOU (“YOU” AND “YOUR” REFER TO A BUYER OR USER OF CPS PRODUCTS) ACCEPTS THIS WARRANTY IN LIEU OF ALL OTHER CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, AND ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THIS WARRANTY SHALL BE BUYER’S SOLE AND EXCLUSIVE REMEDY AND CHINT POWER SYSTEMS AMERICA CO.’S LIMIT OF LIABILITY FOR ANY AND ALL LOSS OR DAMAGE RESULTING FROM DEFECTIVE OR NONCONFORMING PRODUCT(S) HOWEVER ARISING, WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER’S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT, OR OTHERWISE.

BY BUYING OR USING THE PRODUCT(S) (A) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPT THIS WARRANTY AND ANY ADDITIONAL DOCUMENTS OR POLICIES REFERRED TO IN OR INCORPORATED INTO THIS WARRANTY, AND (B) IF THIS WARRANTY CHANGES, YOU ACKNOWLEDGE AND AGREE THAT YOUR CONTINUED USE OF THE PRODUCT(S) CONSTITUTES YOUR ACCEPTANCE OF THE CHANGED WARRANTY TERMS (SEE www.chintpowersystems.com).

Chint Power Systems America Co. (“CPS”) and its parent company, Shanghai Chint Power Systems Co., Ltd, warrant that all new inverter Products manufactured by it conform to applicable United States of America codes and standards in effect at the time of Product manufacture and are free of any defects in material and workmanship for a standard warranty period of ten (10) years for 1000Vdc models and five (5) years for 1500Vdc models. The warranty period begins one (1) month from the date CPS ships the Product or the date of installation, whichever comes first. If the original Buyer purchases an extended warranty, the warranty terms and conditions provided herein will continue for the duration of the extended warranty. The original Buyer’s warranty rights herein, which shall include all limitations and obligations thereto, are transferrable in whole (not in part) from the original Buyer to subsequent owners.

Scope of Warranty Services:

- Covers new Products manufactured by CPS that are sold or installed in territories of the United States only according to CPS policies, rules, installation manual/instructions, industry standards, and applicable United States codes, laws, and other requirements.
- CPS will repair, replace with a Product of the same type, or refund the purchase price, at its sole discretion, if the Buyer notifies CPS of any breach of warranty within the warranty period.
- CPS will, with commercially reasonable efforts, respond to Buyer inquiries to resolve warranty issues.
- If the Product is replaced in the field, the Buyer agrees to utilize the CPS Return Material Authorization (“RMA”) process in place at the time of replacement. All returned Product and all parts removed from such Products is the property of CPS.
- The CPS warranty for any repaired or replaced Product shall be for the remainder of original Product warranty period.

As a condition precedent to your warranty rights, you must – in addition to the requirements stated herein - submit a copy of the commissioning report which must include the serial number of the defective Product and a brief description of the basis for the warranty claim, including Product parameters, e.g., serial number, alarm ID, cause ID, photos, and any other data from the inverter. CPS reserves the right to request a copy of other documents including, but not limited to, the purchasing invoice, which must include the serial number of the Product. CPS only accepts documents in English. The type label on the Product must be completely undamaged and legible. If the aforementioned requirements are not fully met, CPS is not obliged to perform under this warranty.

CPS reserves the right to charge you for the defective covered Product, and you agree to bear such cost by making a warranty claim if: (1) a replacement product was shipped to you, but the defective covered product is not returned to CPS in a timely manner; (2) upon inspection, a returned covered product does not match that described in the warranty claim; or (3) upon review by CPS, it is determined that a Product is not covered by this warranty or the warranty has been voided as described herein.

Warranty Exclusions:

- Damage/loss from shipping or transportation.
- Damage/loss caused by improper storage, installation, operation, and/or maintenance not performed according to CPS policies, rules, manuals, and/or instructions, or contrary to any local, state, regional, federal, or international laws, codes, and/or requirements.
- Damage/loss caused by misuse, abuse, negligence, and/or any unlawful act, error, or omission.
- Accessories, replaceable service items, including fuses and filters, and other items expected to be consumed or expended during the normal and routine operation and maintenance of the Product.

[warranty continues on next page]

- Damage/loss for troubleshooting, installation, removal, the value of lost energy production, and/or arising from or related to third-party agreements.
- Damage/loss not arising out of defects in original material or workmanship.
- Damage/loss resulting from improper storage or damage resulting from equipment of another manufacturer.



- Damage/loss caused by acts of God, force majeure, accident, neglect, theft, vandalism, or other events beyond the control of CPS, including but not limited to flood or excessive rainfall, fire, earthquakes, biological events, excessive wind, windstorms, lightning, or any abnormal condition.
- Damage/loss caused by extreme environmental conditions or by conditions not approved by CPS.
- Damage/loss caused by input voltage that creates operating conditions beyond the Product specifications.
- Damage/loss resulting from a fitting, accessory, or other material or components not provided by or installed by CPS.
- Material, workmanship, or other modification not provided by CPS or its approved service providers.
- Damage/loss caused by rust or corrosion, reasonable wear and tear, superficial defects, dents, or marks that do not impact the performance of the Products.
- Damage/loss caused by pre-existing site conditions.
- Product if its original identification (trade-mark, serial number) markings have been defaced, altered, or removed.
- Uninterrupted or error-free operation of the Product.

NOTWITHSTANDING ANY TERM OR CONDITION TO THE CONTRARY, CPS DOES NOT WARRANT ANY PRODUCTS NOT PAID FOR IN FULL BY THE ORIGINAL PURCHASER TO CPS IN STRICT ACCORDANCE WITH THE AGREED PAYMENT TERMS.

The following are prohibited uses and will invalidate this warranty immediately and without notice by CPS: modification, disassembly, reverse engineering, or similar action with respect to any Product(s), and/or removal or modification of any copyright, trademark, or other proprietary rights notice that appears on any portion of the Products.

Firmware Disclaimer. CPS periodically provides firmware updates to its Products at its sole discretion. Such firmware updates are made available to the warranty claimant "as is" and normally at no additional cost. CPS does not assume any obligation for the reimbursement of expenses and providing any maintenance, support, further updates, or configuration changes resulting out of or in connection with the CPS firmware update. Unless there is evidence of willful or gross negligence by CPS, CPS does not assume any liability for direct, indirect, incidental, or consequential damages, including loss of production, loss of profits or any additional expenses, which resulted from or in connection with the CPS firmware update, regardless of whether it is carried out remotely or manually, even if the user has been informed of the possibility of such damage.

If your Product requires troubleshooting or warranty service, contact your installer or dealer. If you are unable to contact your installer or dealer, or the installer or dealer is unable to provide service, contact CPS directly at **1-855-584-7168**.

You agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this warranty. This warranty is performable in Dallas, Dallas County, Texas. The language of this warranty shall be English and this warranty shall be governed by and construed under the laws of Texas, USA. You agree to submit to personal jurisdiction, and exclusive venue for any disputes involving this warranty, you, CPS, or any Product shall be, in Dallas County, Texas, regardless of who files suit. **YOU IRREVOCABLY WAIVE ANY OBJECTION TO THIS CHOICE OF LAW, VENUE, AND JURISDICTION FOR ANY REASON, INCLUDING THAT IMPOSED BY LAW OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION AND VENUE. WITHOUT LIMITING THE FOREGOING, YOU CONSENT TO SERVICE OF PROCESS IN ANY DISPUTE THAT IS IN ACCORDANCE WITH THE HAGUE CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS.**