



ABB SOLAR PRODUCTS

# Terms and Conditions of Supply STANDARD “+”, ASSURE Warranty for inverters, accessories and REACT 2 batteries

Document valid from: January 1<sup>st</sup>, 2019 until December 31<sup>st</sup>, 2019

## 1. Definitions

ABB: ABB Australia Pty Limited ABN 68 003 337 611, 1 Bapaume Road, Moorebank, NSW 2170

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 ABB, 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, PVS, CENTRAL PLUS single-phase and three-phase string inverter and respective accessories (excluding REACT 2 batteries) specified in the Order Confirmation.

Offer: the document that ABB submits to the Customer in order to verify the availability of the Product and subsequently place an Order.

Order: the document (and its attachments) signed by the Customer and submitted to ABB for approval, through which the Customer requests that ABB supplies the related Products. The definition of the Order also encompasses the provisions of the Order accepted by ABB after fulfillment of the Agreement.

Order Confirmation: the written communication by means of which ABB confirms acceptance of the Customer's Order, thereby

fulfilling the Agreement.

Parties: the Customer and ABB.

Party: the Customer and/or ABB.

Price(s): the amount(s) indicated in the Order Confirmation.

Product(s): the Batteries and Inverters specified in the Order Confirmation.

Supply: the entire object of the Order Confirmation.

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

The Agreement shall be considered as concluded between the Parties as soon as ABB, after receiving the Order, has communicated its acceptance in writing to the Customer. Customers, as soon as they are in possession of the Order Confirmation, shall check all the data contained therein; such information shall be understood as approved by Customers, unless immediately challenged in writing by the latter.

The materials and services not expressly described in the Order Confirmation shall be invoiced separately.

## 2. Products concerned

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

These Terms and Conditions, together with the Order and the Order Confirmation, shall represent the entirety of the Agreements entered into between ABB and the Customer, regarding a specific Supply and shall, in this respect, supersede any other communication and/or oral or written agreement between ABB and the Customer.

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.

These Conditions are provided by ABB in replacement and in derogation of any other terms and conditions provided for by Italian legislation related to sales contracts. Further details are provided under Article 12 - 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 ABB, as well as shipment of repaired Inverter (incoterms CPT). See table 1.a 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 ABB. 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 and 2a 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 Warranty Extension for the REACT 2 Inverter.

### **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. ABB 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 ABB 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. Delivery penalties/delays

Any costs payable for late delivery by ABB must be expressly provided for in the Order Confirmation and shall be in the form of liquidated damages not exceeding a weekly rate of 0.5% of the value of the delayed items and capped at no more than 5% of the value of the delayed items. Payment of such an amount shall be considered the only remedy possible, therefore expressly excluding the reimbursement of further damage.

The penalty shall not be applicable in case the delay in the performance of the service is due to an event of force majeure or to an event not attributable to the direct responsibility of ABB.

The day as of which the Customer intends to run the penalty must be communicated to ABB by registered letter, without any retroactive effect being allowed as from the date of receipt of such letter. The penalty shall not however be applicable in case it is not requested within 10 (ten) days of receipt of the delivery of the Supply.

The Customer expressly waives any compensation for the amounts due as a penalty regarding other amounts contractually provided for.

### 6. Suspension of delivery

ABB shall have the right to suspend deliveries where the Customer fails to make a single payment by the agreed deadline, or proves to be a defaulter under another agreement or other general obligations towards ABB. ABB may also suspend deliveries after the conclusion of the Agreement, in the event that the Customer's economic conditions substantially change, as in the case of one or more complaints, enforcement actions, constitution of pledges and/or mortgages, request for receivership, pre-bankruptcy agreement among creditors, or cessation of activity.

### 7. 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 email ([service.solarinverters@au.abb.com](mailto:service.solarinverters@au.abb.com)).

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)

ABB 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, ABB will not take the claim into consideration.

ABB 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 ABB.

### 8. Handling of claims

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

- Return and repair
- Replacement with a reconditioned device
- Early replacement with new, repaired or equivalent Product at the sole discretion of ABB (with ASSURE Warranty only)
- On-site repair
- Possible reimbursement, at the sole discretion of ABB



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 ABB. The handling of the claims shall be subject to the conditions and terms set out in Article 11 below.

### **9. Early replacement (advance swap) under ASSURE Warranty Plans**

The ASSURE Warranty Plan provides for a replacement unit. ABB 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 ABB Repair Centre. This unit may be new, reconditioned or equivalent, at the sole discretion of ABB.

The (early) delivery of the replacement unit does not in any case amount to the recognition by ABB that the Product which is the subject of the claim is under Warranty. ABB's approval or rejection of the claim shall be communicated only after ABB 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 ABB 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 11), 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 ABB 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 ABB.

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

### **10. On-site assistance**

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

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, ABB 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.

### **11. 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 ABB
- 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 ABB 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, ABB 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.).

## 12. Legal aspects

This factory warranty is freely provided by ABB 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 terms and conditions that have been in force previously.

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

With regard to the Supply, without prejudice to the legal mandatory provisions, ABB's liability concerning direct damages, of a contractual nature or of any other nature, and any other existing form of compensation and/or indemnity provided for by law and/or by these Terms and Conditions and/or by the Agreement, shall in no case exceed a total amount equal to 100% of the Supply Price. Except for the mandatory limits of the law, ABB shall not be required to indemnify the Customer for lost profits and/or any indirect and/or consequential damages. In particular, by way of example and not exhaustively, ABB shall not be called upon to compensate damages related to loss of turnover, loss of profit, loss of contract, damages deriving from the lack of efficiency of the work carried out. On no account shall ABB indemnify the Customer for any damage, due on any basis whatsoever, for which the Customer has been demanded to make compensation to third parties.

In case of conflict of interpretation, the provisions contained in this article shall prevail over any other provision that may be otherwise contained in the Terms and Conditions and/or the Agreement.

The Customer may not suspend the performance of obligations by availing itself of the Warranty.

## 13. Export control

The Customer agrees not to disclose, use, export or re-export, either directly or indirectly, the Supply, unless in full compliance with all applicable regulations on export control. The Customer hereby declares and guarantees that the Supply will not be used, either directly or indirectly, for military or nuclear applications, for the design or production of chemical or bacteriological weapons or chemical precursors of such weapons, for the design or production of nuclear weapons, or for the design or production of ballistic missile launching systems without the prior written consent of ABB.

Should it be necessary for delivery to the Customer, ABB will request an export license from the competent national authorities but only after the Customer has provided ABB with all the documentation required to support the license request. The Customer is required to provide such documentation within a reasonable period of time. Any delay in issuing this license will result in the suspension by ABB of the services provided for in the Agreement. In case an export license is not issued or is issued but subsequently revoked by governmental authorities, the Agreement may be cancelled by ABB without the possibility of making any claim for compensation to ABB as a result of said cancellation. The Customer is required to provide ABB with a letter of guarantee for export control or an end user declaration in the form that ABB shall deem appropriate.

Throughout the duration of the Contract, the Customer also agrees not to export, re-export or otherwise transfer the Supply, either directly or indirectly, to any country, legal person or natural person subject to restrictions under national or multilateral sanction programs.

The Supply of Products intended for export, in the case of non-Italian Customers, shall be possible only after the necessary authorization has been obtained from the competent governmental authorities.

ABB will have the right to refuse to deliver the Products to a carrier not approved by ABB.

## 14. Termination

ABB may terminate the Contract on the occurrence of the following noncompliance events:

- Customer's failure to pay in whole or in part
- Failure to comply with Article 15, known as "Code of Conduct"



- Failure to comply with the limitations and prescriptions set out in Article 13 called "Export Control"

ABB shall notify by registered letter with acknowledgment of receipt of its intention to avail itself of the termination clause provided therein. Termination shall occur and take effect from the date the related communication is received.

**15. Code of Conduct**

ABB has adopted a Code of Conduct known as "ABB Code of Conduct", which is available at:

<http://new.abb.com/about/integrity/standards/abb-codeof-conduct>

All relationships with ABB and its personnel must comply with this Code of Conduct.

**16. Data protection**

ABB recognizes that, on the basis of, and in compliance with the applicable law on personal data protection, all data provided by the Customer shall be exclusively processed for the purposes described in the information note on personal data processing, available on the ABB web site:

<https://new.abb.com/sg/data-protection>



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

<b>Definition</b>	<b>Inverter</b>	<b>Accessories (REACT 2 batteries not included)</b>
	<b>ASSURE Manufacturer's Warranty</b>	<b>ASSURE Manufacturer's Warranty</b>
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 ABB)	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 ABB Repair Centre receives the Inverter	Generally 15 working days from the time the ABB Repair Centre receives the Inverter



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

Definition	PVS-175 Inverter
	<b>STANDARD “+” Manufacturer's Warranty</b>
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 ABB)	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 ABB 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
	<b>ASSURE (5 ASSURE + 5 STANDARD) Manufacturer's Warranty</b>
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 ABB)	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 ABB 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 ABB 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.