

## **Solar Micro Inverter 260 25-Year Limited Warranty – European Union**

Limited Warranty for Solar Micro Inverter 260 (hereinafter referred as "SMI260") covers defects of materials and workmanship of SMI260 for the period of 25 years (Warranty Period) in case of prescribed use and handling under normal operating conditions in EU countries approved by Letrika Sol. The Warranty Period for communication between SMI260 and Communication Gateway itself is the one that is defined in Communication Gateway Limited Warranty.

This Limited Warranty applies to SMI260 purchased as new units from Letrika Sol or from a wholesale trader, specialized trader (distributor), OEM customer, system integrator or specialized installation company, authorized by Letrika Sol (Warranted Products). Such evidence is regarded as given when Letrika Sol is provided with an original document, documenting the delivery of a Warranted Product to the Warranted User and if Letrika Sol is identified as the manufacturer by an authentic manufacturer's label on the Warranted Product. Each micro inverter is marked and identified by its own serial number, which is stated on the housing and on the label and also reflects the production date of each micro inverter.

Limited Warranty is granted only to users who have proof of purchase and are the actual owners of a Warranted Product (Warranted User).

The Limited Warranty is an offer by Letrika Sol directly to the Warranted User on entering into warranty agreement under the terms and conditions stated in this document. The warranty contract is established and is started directly and automatically between Letrika Sol and the Warranted User at the date of original acquisition of a Warranted Product if the Warranted User does not object to the establishment of the warranty agreement in writing to Letrika Sol within 2 (two) weeks from the acquisition.

The Limited Warranty grants the Warranted User warranty rights in addition to the Warranted User's warranty rights granted by the respective vendor. Warranty rights against the respective vendor and statutory product liability rights are unaffected by the Limited Warranty.

The Warranted User should establish any claims based on the Limited Warranty in writing form within the Warranty Period. Such warranty claims must be submitted to Letrika Sol through an authorized specialized trader, wholesale trader, OEM customer or specialized installation company.

Any claims based on this Limited Warranty expire 6 months after occurrence of the fault, but not later than 3 months after the end of the Warranty Period. The Limited Warranty expires with the end of the original Warranty Period.

If a defect of the Warranted Product occurs during the Warranty Period, Letrika Sol will, through inspection, confirm the existence of defect and if this defect impairs or reduces the functionality of the Warranted Product to a significant extent, Letrika Sol will choose to carry out either free-of-charge repair or free-of-charge replacement of the Warranted Product with a product that offers at least the same or the same type of functionality and performance.

Such repair or replacement shall be carried out exclusively in Letrika Sol facilities in Šempeter pri Gorici, Slovenia. Transport to Letrika Sol must be in the original packaging or other packaging that is at least of the same quality as the original packaging. If the Warranted User requests repair or replacement at a site other than the Letrika Sol factory, Letrika Sol can agree to this request. In such case, however, the Warranted User shall cover the travel costs and additional labor costs.

This Limited warranty excludes all the claims, which exceed free of charge repair or free of charge replacement. Letrika Sol shall in no case be liable for any indirect, direct, incidental or consequential damage, loss, costs or expenses, which could in any way result either from the contractual or the liability basis or any economic deficiency, loss or damage of property or persons, all in the broadest sense possible. Any claim for compensation in respect of pecuniary loss related to deficiency (e.g. loss of profit including compensation for bad or reduced power feeding, costs of assembly and disassembly, and costs of troubleshooting) is excluded.

If no defect is found on the Warranted Product sent in for repair or replacement, or if there is no claim based on the Limited Warranty for any other reason, Letrika Sol may demand from the Warranted User a lump sum (flat rate) per product plus the costs of transport back to the Warranted User.

Any claims of the Warranted User are excluded in the following cases:

- Improper use or handling;
- Unprofessional or incorrect installation, installation not complying to standards, or installation not following the installation directions or instructions provided by Letrika Sol;
- Unprofessional or incorrect operation and use, or operation and use against the operating directions or instructions provided by Letrika Sol;
- Operating without or using defective protection devices (fuses, surge protections etc.);
- Operating under unfavorable ambient conditions or damage due to climatic conditions, smoke, water, corrosion, acid rain etc.;
- Any unauthorized settings, modifications or repairs;
- Use of replacement parts and installation accessories non-compliant with the original Letrika Sol specifications;
- Failure to perform continuous maintenance according to the maintenance directions and instructions provided by Letrika Sol;
- Defects, which can be prevented (not tightened cables, cut cables or connectors, transport damage etc.);
- Removal, damage or destruction of the sealing or the name plate attached by Letrika Sol;
- Foreign-body influence and force majeure (violent or stormy weather, direct or indirect lightning strikes, overvoltage, fire, floods, flying objects, avalanches, vandalism, theft or other unpredictable events);
- Incorrect software update.

In case of improper operation of the product due to deviations of electricity grids from the prescribed standards, for which the product has obtained valid certificate and if in such case for the smooth functioning of the product an adjustment of the product parameters is required, the related costs are charged to the authorized user.

This warranty and the rights that result from it can only be transferred from a Warranted User to a third party with a prior written consent of Letrika Sol. When the guaranteed products are removed from the original assembly and operation spot and reassembled at a different location, the guarantee expires automatically.

All claims by the Warranted User based on this Limited Warranty can only be transferred to third parties with the prior written consent of Letrika Sol.

Should any clause of this Limited Warranty be or become void, all other stipulations of the Limited Warranty remain in force. In place of the clause that is or has become void, a valid clause is automatically regarded as agreed. The replacement clause will be as close as possible to the voided clause in its economic substance. The same rule applies to any missing clause in this agreement.

All demands from or in connection with this Limited Warranty are subject to Slovenian law. Ljubljana is the exclusive place of jurisdiction and all disputes arising from or in connection with this Limited Warranty should be finally settled by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia.

The limited warranty is the sole and exclusive warranty given by Letrika Sol d.o.o. and, where permitted by law, is made exclusive and in lieu of all other warranties, remedies and conditions, express or implied, statutory or otherwise, whether oral or written, including, without limitation, warranties of title, quality, merchantability, fitness for a particular purpose or non-infringement or warranties as to the accuracy, sufficiency or suitability of any technical or other information provided in manuals or other documentation. Letrika Sol will in no event or situation be liable for any special, direct, indirect, incidental or consequential damages, losses, costs or expenses however arising, whether in contract or tort, including without limitation any economic losses of any possible kind, any loss or damage to property, or any personal injury, in the broadest possible way of understanding. No Letrika Sol employee, wholesale trader, specialized trader, OEM customer, system integrator or specialized installation company is authorized to make any modification, extension or addition to this warranty.

**Letrika Sol d.o.o.**

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