

Basic Manufacturer's Warranty for SolarMax Products

Sputnik Engineering AG (hereafter SPUTNIK) guarantees full function and lack of defects of its technical devices for a warranty period as specified below for each type of device. Such warranty period can be extended by means of a warranty extension, subject to the conditions named below.

This manufacturer's warranty exists next to the seller's warranty (if any) as prescribed by law. As far as identical with regards to the content, the rights under this manufacturer's warranty supersede any rights under the seller's warranty. Please contact the seller with regard to any claims based on the seller's warranty.

1. Warranty Period (Basic)

- **String inverters:** 60 months from the date of purchase, but at maximum 72 months after dispatch of the device by SPUTNIK.
- **Central inverters and accessories:** 24 months from the date of purchase, but at maximum 30 months after dispatch of the device by SPUTNIK.

If in individual cases SPUTNIK has agreed in writing to a different warranty period, such arrangement supersedes the above provisions.

2. Scope of Manufacturer's Warranty

In case of defect or malfunction of a device within the manufacturer's warranty period, and upon fulfillment of the conditions for warranty claims named hereafter, the device will be repaired or replaced by SPUTNIK-service personnel within a reasonable time, in either case free of charge, unless this is impossible or disproportionate. SPUTNIK may decide at its own discretion whether a device will be repaired or replaced.

- **Replacement:** Exchange of device free of charge. SPUTNIK's separate conditions for exchange of devices apply: This warranty covers the free delivery of an equivalent replacement device. Further, your installer is entitled to claim a flat rate compensation for the replacement work from SPUTNIK. Please do not hesitate to ask us about the current amount of such flat rate compensation.
- **Repair:** Repair of device free of charge. This warranty covers costs for material, work and travel by SPUTNIK personnel or by personnel authorized by SPUTNIK.

Please be aware that the performances of SPUTNIK under this warranty are only free of charge in countries approved by SPUTNIK. Please contact your seller for details. A current list of approved countries can be found on our homepage. Repair and replacement outside of the approved countries are only possible after prior consultation of and approval by SPUTNIK. In such case, travel and shipment costs are borne by the customer.

Any further claims, especially claims for compensation of damages resulting directly or indirectly from the defect or claims for replacement of further costs in connection with the installation and removal of devices or claims for loss of profits are not covered by this warranty.

3. Extent of Repair and Replacement

SPUTNIK will maintain repair material and stock of each type of device during the warranty period only at its own reasonable discretion. In case repair materials for a certain type of inverter or an identical replacement device are not in stock anymore, the following applies:

- SPUTNIK is allowed to replace the defective inverter with a comparable device of the same or superior performance. The costs (time and material) for technical adjustments necessary for the installation of such comparable devices are covered by this warranty only up to a limited amount; any flat rate compensation owed by SPUTNIK for the replacement is deductible. Please do not hesitate to ask us about the currently applicable amount. The exchange and connection of peripheral devices due to possible non-compatibility with the replacement device or other necessary adjustments to the

Basic Manufacturer's Warranty for SolarMax Products

surrounding installations of the device (including power lines, ventilation and safety installations) are not covered by this warranty. However, SPUTNIK shall within the bounds of reasonability do its best to minimize the effort of such adaptation work.

- In case repair materials are not available with reasonable efforts anymore, SPUTNIK is allowed to replace the inverter, subject to the conditions mentioned in the paragraph above.

4. Warranty Period in Case of Repair/Replacement

In case of repair or replacement of devices under this warranty, the repaired respectively replaced device will inherit the remaining warranty time of the original device.

5. Exclusion of Warranty

Especially in the following cases, this manufacturer's warranty does not apply:

- transport damage;
- technical intrusions, modifications or repairs of the devices not authorized by SPUTNIK;
- use of devices for purposes they are not intended for, incorrect or unreasonable manipulation, incorrect or unreasonable installation;
- failure to observe the manufacturer's operating, installation and maintenance directions;
- inadequate environmental conditions (e.g. insufficient ventilation of the device; humidity etc.);
- superior force (e.g. lightning strike, overvoltage, floods, fire, etc.).

6. Handling of Warranty Cases

For the processing of warranty cases, use of SPUTNIK's hotline is mandatory. The handling of warranty cases must take place in accordance with the instructions provided by the hotline.

The hotline number for your country can be found on SPUTNIK's homepage. Please hold the serial number, article description, a short description of the defect and the purchase receipt ready for transmission to the hotline.

Any repair action taken by the buyer or third parties without authorization by SPUTNIK will not be compensated.

In case these terms on the handling of warranty cases are not respected, SPUTNIK may refuse its warranty performances.

7. Suspension of Warranty

Sputnik reserves its right to suspend this manufacturer's warranty temporarily or definitely in case a specific installation does not allow a correct functioning of the inverters (e.g. in case of one of the circumstances listed in cipher 5).

The suspension of the warranty can be lifted upon approval by SPUTNIK. Such approval must be issued by SPUTNIK in writing, confirming that the warranty has again become effective.

8. Warranty Extension

The warranty period can be extended through purchase of a warranty extension within the time limits mentioned hereafter. For certain types of devices, such warranty extensions can also be purchased only for a limited scope of warranty performances. The purchase of a warranty extension will be confirmed by SPUTNIK in form of a warranty certificate (including serial number of affected product). In case of replacement of a device, the serial number in such warranty certificate remains unchanged, without any influence on the validity of the warranty extension.

a) Time limits

String inverters: The extension of the basic warranty can be ordered within 60 months after purchase, but the latest within 72 months after dispatch of the device by SPUTNIK.

Basic Manufacturer's Warranty for SolarMax Products

Central Inverters: The extension of the basic warranty can be ordered within 3 months after purchase, but the latest within 12 months after dispatch by SPUTNIK.

b) Extent

Full warranty extension – Full (available for central inverters and string inverters):

A full warranty extension includes all the warranty performances as described in the manufacturer's basic warranty terms.

Limited warranty extension – Limited (available only for central inverters):

A limited warranty extension covers only the costs for the material required for the repair. The costs for travelling, labor and other expenses are not covered and will be invoiced on a time and expenses basis by SPUTNIK.

c) Effectiveness of Warranty Extension

It is a mandatory requirement for the warranty extension to provide the completely filled out application form to SPUTNIK. The warranty extension becomes effective only after written confirmation and provision of the warranty certificate by SPUTNIK.

9. After Expiration of Warranty Period

The costs for repair or replacement of devices after expiration of the warranty period are invoiced by SPUTNIK on a time and material basis. SPUTNIK will maintain repair and replacement capabilities beyond the warranty time only at its own discretion.

10. Applicable Law, Jurisdiction

Only Swiss Law applies. The exclusive place of jurisdiction lies in Biel/Bienne, Switzerland.