

Warranty Terms And Guidelines For Extended Warranty

I. Device standard service terms:

- 1) Applicable device: PV inverters;
- 2) These Warranty Terms and Conditions only apply for devices originally purchased from Apex for selling and installation in the defined destination set forth in Purchase Orders within the international market (out of China), unless there are specially stipulated warranty terms and conditions between Apex and direct purchaser;
- 3) Apex will provide detailed operation and maintenance manual for each provided device;
- 4) The customer shall properly keep the purchase invoice, which shall be presented as the warranty basis for maintenance.

II. Quality warranty policy

- 1) If the device malfunctions or becomes inoperative due to a defect in workmanship or material under normal operation as specified in device instruction within warranty period, the claimant should report defective devices with a brief error description report as the standard claim form required by Apex, or enough information to help Apex's service team to complete the claim form to local or HQ of Apex service centers via phone/fax/email, which can be found on Apex website, www.apex-solar.de. The claim form can be also downloaded there, to process the warranty claim.
- 2) Device warranty and warranty commitments: Apex customize warranty period and warranty mode according to device type and specification: Apex come with a standard warranty of 60 months (5 years) which can be extended to 20 years from the earlier one between the following two dates for series inverters:
 - a) first installation date;
 - b) 6 months after the shipment dispatch date from Apex. And also provide two years warranty service for the monitoring system of Apex.

According to warranty terms of Apex, in case of device failure or damaged, please provide the following information or documents (this information will help the after-sales service team to deal with the device problems):

- a) Device model and serial number;
 - b) System configuration information (number of components, serialization mode, grid voltage level, etc.);
 - c) Error information (error codes, slices and other error phenomena) and other descriptive error information.
- 3) While a device fails under Apex standard warranty or extended warranties period, the following solutions will be provided according to the actual situation:
 - a) Return the device to Apex for repair;
 - b) Repaired on-site by Apex or the authorized third-party;
 - c) Replacement of device (for discontinued device, Apex could provide corresponding device for replacement).

★If the device is replaced within the warranty period, the remaining warranty period will be automatically transferred to the replacement unit. Therefore, customer will not receive a new warranty certificate. If the remain warranty period is less than one-year after the replacement, it will be extended to a full one-year warranty. If the device or its parts need to be shipped back, it must be packed in the original way or the same way.

III Warranty disclaimer

Problems caused by the following circumstances are not covered by warranty terms of Apex:

- 1) The label of device is not Apex;
- 2) Failure or damage caused by use of parts or software which are non-standard and not coming from Apex;
- 3) Expiration of warranty period(excluding additional agreements of warranty extension);
- 4) Failure or damage not caused by installation, operation error, repair, modification, disassembly, handling or access to inappropriate voltage by Apex's after-sales service or service installation agency designated or entrusted by Apex;
- 5) Anything beyond country or industrial relevant compulsory standards specified in the installation and use scope, and not according to Apex's device manuals and related requirements of installation and maintenance operations, or failure caused by the work environment or the improper installation, storage, and use or damage exceeding Apex's regulations(such as temperature, installation environment too wet or dry, high altitude, ventilation effect, etc.);
- 6) Malfunction or failure caused by force majeure events;
- 7) Damage caused by transportation (including scratches and abrasions on the shell caused by the movement of packaged device during transportation);
- 8) Other faults or damages not caused by quality problems of Apex device (including related parts) themselves.

★ Under the above circumstances, if the customer requires repair services, Apex may provide paid repair services after its discretion.

IV. Service after the warranty period

For devices which are out of warranty or subject to any exception of warranty within the warranty period, Apex may charge an on-site service fee, parts, labor cost and logistic fee to the customer or end-user which can be including but not limited to any/some of:

- a) On-site service fee: travel and labor cost of technician in attending;
- b) On-site Cost of materials: cost of parts exchanged(including transportation and management costs);
- c) Labor cost: Labor time fee charged for the technician, repairing, maintaining, installing (hardware or software) and debugging the faulty device;
- d) Logistic fee: Cost of delivery and other derived expenses when defective device are sent from customer/user to Apex and repaired device are sent from Apex to customer/user.

V. Other important instructions

- 1) The foregoing terms and conditions provide for all liabilities of the company for the device sold by Apex and supersede all other warranties, express and implied, or other liabilities. Without written confirmation or unless specifically required otherwise by the applicable law, Apex shall not assume any liabilities other than those set forth herein;
- 2) In addition to the warranty given by Apex, ordering parties have statutory warranty claims that are not adversely affected by this manufacturer's warranty and extended warranties. The warranties shall not cover any claims going beyond the rights specified in the Standard Warranty Terms or Extended Warranties unless the mandatory statutory provisions provide for a liability on the part of Apex;
- 3) Upon expiration of the free warranty period, both parties may enter into a separate service agreement on the repair service of the relevant device;
- 4) If any term set forth herein are deemed to be illegal under the applicable law, Apex shall comply with the law, and the validity of the remaining terms shall not be affected.