

# Schneider Electric USA, Inc. LIMITED WARRANTY

#### This Schneider Electric Limited Warranty applies to the following product ("Product"):

- Schneider Inverter Hybrid Inverter, 7.7 kW: HY8K1NA1
- Cell Modem Kit: SDG3NA5

#### Geographic Validity:

This Limited Warranty applies to Products purchased for use in the United States of America, including their 50 states and the commonwealth of Puerto Rico

#### Warranty Period:

Product	Warranty Period
Schneider Inverter (HY8K1NA1)	Ten (10) years from the date of commissioning
Cell Modem Kit (SDG3NA5)	Five (5) years for Cell Modem from the date of commissioning
	Six (6) months for SIM Card from the date of commissioning

## BY USING YOUR PRODUCT OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THE TERMS OF THIS LIMITED WARRANTY, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS LIMITED WARRANTY. PLEASE READ THE TERMS OF THIS LIMITED WARRANTY CAREFULLY.

### 1. Limited Warranty Coverage

This Limited Warranty shall apply to an end customer who purchases the Product from an authorized installer ("Installer") that installs the Product.

Subject to the terms and conditions of this Limited Warranty, Schneider Electric warrants that the Products will be for the respective warranty periods stated above (the "Warranty Period") be free from any defects in materials and workmanship.

This Limited Warranty is transferable to subsequent owner(s) of the Product(s) but only for the unexpired portion of the Warranty Period; provided, however, that such Product remains in its original place of installation.



### 2. Limited Warranty Remedies

If your Product fails to comply with this Limited Warranty, Schneider Electric will, in its sole discretion, either (i) repair or replace the defective Product with an equivalent product (new or refurbished) or repair or replace the defective parts (using new or refurbished parts); or (ii) refund you the amount equal to the Product's value depreciated by the number of years of operation under the Warranty Period.

Your receipt of the benefits under this Limited Warranty is contingent on your proper notification to Schneider Electric of your claim within the Warranty Period and in accordance with the processes in Section 4 of this Limited Warranty.

If Schneider Electric repairs or replaces a Product, this Limited Warranty continues for the remaining portion of the original Warranty Period or ninety (90) days from the date of the repair or return shipment to you, whichever is later. All Products replaced by Schneider Electric, and all parts removed from repaired Products by Schneider Electric, become the property of Schneider Electric.

## 3. What This Limited Warranty Does Not Cover

This Limited Warranty does not warrant against defects in design, does not warrant the uninterrupted or error-free operation of the Product, and does not cover normal wear and tear of the Product, the recovery and reinstallation of software programs installed in the Product and data or costs related to the removal, installation, or troubleshooting of your electrical systems.

This Limited Warranty does not cover and Schneider Electric is not responsible for labor costs charged by the Installer or any other service provider to you arising from or expenses related to the removal of defective Product(s) and the installation of repaired or replacement Product(s) or any parts thereof.

The Product is not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where Product failure could lead to injury, loss of life, or catastrophic property damage. Schneider Electric disclaims any and all liability arising out of any such use of the Product or arising out of Schneider Electric's provision of, or refusal to provide, support for your Product in such circumstances.

In order to provide this Limited Warranty to you for the full duration of the Warranty Period, the Product must be registered with Schneider Electric and continuously connected to the internet and the Schneider Home app. This Limited Warranty does not warrant against issues caused by your failure to continuously connect the Product to the internet through the Schneider Home app, except when connectivity is intermittently interrupted or interrupted by causes outside of your reasonable control.

In addition, this Limited Warranty does not cover (1) a Product that has missing or unreadable serial and/or part numbers, (2) cosmetic damage, (3) claims involving regulatory compliance, (4) consumable components of any type, including but not limited to fuses, surge arrestors and fans, or (5) failures, damages or defects caused by any of the following:



- A temporary shutdown of the Product after commissioning that exceeds twenty- four (24) months<sup>1</sup>
- Unauthorized Product commissioning, modifications, changes or attempted repairs or installation by an unauthorized Installer
- Improper use of the Product or non-compliance with the Installation and Operation Guide, including use of the Product in corrosive environments or environments with insufficient ventilation (except for any such exposure to environmental conditions that your Product was specifically designed to withstand as indicated in the applicable specifications for your Product)
- Theft, vandalism, abuse, misuse, neglect or destruction of the Product caused by you or any other persons or animals
- Use in an unsuitable environment, including any environment or location that causes excessive wear and tear
- Use of the Product in violation of applicable safety standards, rules, laws and regulations
- Your electrical systems, fire, flood, earthquakes, storm damage, power peaks, overvoltage, lightning strikes and other events beyond Schneider Electric's reasonable control
- Exposure to fire, water, snow, moisture, or liquid ingress or sand (except for any such exposure to environmental conditions that your Product was specifically designed to withstand as indicated in the applicable specifications for your Product)
- Use of the Product as a component part of another manufacturer's product or system
- Use of the Product where the intended purpose is no longer possible or only possible with restrictions as a result of changes in law, rules or regulations applicable to the operation of the Product made after the delivery of the Product
- Changes to existing photovoltaic systems, building installations or other site changes
- Transportation or storage of the Product

### 4. Limited Warranty Claims - Return Process

If you have any problem with the Product, please contact Schneider Electric with a brief description of the error to evaluate and troubleshoot the issue while the Product is in the field, as many problems can be solved with remote guidance and free of charge.

Here is how to contact Schneider Electric:

- By phone: 1-877-SEHOME1 (1-877-734-6631)
- Online: <u>https://www.se.com/us/en/work/support/</u>

<sup>&</sup>lt;sup>1</sup> The Product may need to be charged, recharged or reconditioned to restore the internal properties of the Product's capacitors if it has not been operated for an extensive period of time in which case You will be responsible for all applicable fees and costs of such restorative services. If You plan to store the Product prior to commissioning or to depower the Product after commissioning, please review the storage instructions and guidelines within the Installation and Operation Guide.



Please have your Installation and Operation Guide ready for reference and be prepared to supply:

- The serial number and part number of your Product
- A copy of your dated commercial invoice or proof of purchase
- Information about the installation and commissioning or inspection certificate
- Information about the problem

As permitted by applicable law and set forth in this Limited Warranty, Schneider Electric or its designated service provider reserves the right to refuse warranty claim requests for lack of proper documentation and information.

# i. Return Material Authorization (RMA) for defective Products

If, after attempts to correct the problem remotely with your assistance, the Product must be returned to Schneider Electric or its designated service provider for replacement or repair, you must obtain a Return Material Authorization (RMA) number, shipping label, and the correct return center "Ship to" address. You can obtain this information from Schneider Electric or its designated service provider. **Product shipments will be refused and returned at Your expense if they are unauthorized or returned without an RMA number.** 

# ii. Once an RMA has been issued for exchange for defective Products

Schneider Electric or its designated service provider, in its sole discretion, will ship an equivalent replacement Product. You will not have to pay for shipping the replacement product to you. You must return your defective Product to Schneider Electric or its designated servicer provider in the same transport packaging in which the replacement product was provided to you. Your defective Product must be shipped back to Schneider Electric or its designated service provider within ten (10) business days after receiving the return shipping label and instructions. Failure to timely return the Product may result in Schneider Electric billing you for the replacement Product (including shipping costs, handling fees and, if applicable, all taxes, duties and tariffs).

# 5. Limited Warranty Exclusions and Limitations

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR PRODUCT. Schneider Electric expressly disclaims any and all other warranties, remedies and conditions, whether statutory, express or implied, oral or written. This disclaimer includes, without limitation, any warranties of merchantability and fitness for a particular purpose, and any warranties against latent or hidden defects. If such warranties cannot be disclaimed under applicable law, Schneider Electric limits the duration of any remedies for such warranties to the durations and remedies described in this Limited Warranty. No warranty, whether express or implied, shall exceed the duration of this Limited Warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights, you should refer to the laws applicable in your jurisdiction.



# **LIMITATION OF LIABILITY**

# THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND SCHNEIDER ELECTRIC'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

WHERE APPLICABLE LAW ALLOWS AND DOES NOT PROHIBIT OR RESTRICT SUCH LIMITATION, SCHNEIDER ELECTRIC'S LIABILITY FOR ANYTHING RELATING TO THIS PRODUCT SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL SCHNEIDER ELECTRIC BE LIABLE FOR: (A) ANY INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSE OF USE, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE; AND/OR (B) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF PRODUCT MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT BY PERSONS NOT AUTHORIZED BY SCHNEIDER ELECTRIC.

SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU OR MAY APPLY TO A LIMITED EXTENT.

### 6. General

No Schneider Electric reseller, agent, employee, designated service provider or any Installer is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired in any respect. Schneider Electric or its successor in title is the warrantor under this Limited Warranty.

Effective: December 15, 2023