

1. PHOTOVOLTAIC SOLAR ENGINEERING CONTRACTUAL WARRANTY

This Photovoltaic Solar Engineering Contractual Warranty applies to the following products:

- DC combiner boxes
- DC protection boxes
- ACDBs
- DCCBs
- Earth Neutral Bridge Boxes
- Communication Cables

2. DEFINITIONS

- 2.1 “Photovoltaic Solar Engineering” means the legal entity of Photovoltaic Solar Engineering (Pty) Ltd that directly sold you the products.
- 2.2 “Product” means the Photovoltaic Solar Engineering product that you purchased from Photovoltaic Solar Engineering.

3. SCOPE

3.1 Warranty Claims and Warranty Period

This Contractual Warranty is provided by Photovoltaic Solar Engineering and covers defects in workmanship and materials in your product. This warranty period commences 90 days from the date of the Photovoltaic Solar Engineering commercial invoice or from the date the product is commissioned, whichever is first, and expires on the same date 12 Months later, unless otherwise agreed in writing (the “Warranty Period”). This Contractual Warranty is transferable to subsequent owners but only for the unexpired portion of the Warranty Period.

3.1.2 Warranty Coverage

If your product becomes defective and you notify Photovoltaic Solar Engineering of such defect within the Warranty Period, Photovoltaic Solar Engineering will repair or replace the defective Product with new or reconditioned parts, or similar parts of functional equivalence provided that Photovoltaic Solar Engineering through inspection establishes the existence of such a defect which is covered by this Contractual Warranty. Alternatively, Photovoltaic Solar Engineering may elect (at its sole discretion) to provide you with cash compensation equal to the Products value.

If Photovoltaic Solar Engineering repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period or 90 days from the date of the return shipment to the customer or 90 days from the date of the site repair whichever is the greater. All replaced Products and all parts removed from the repaired Products become the property of Photovoltaic Solar Engineering.

3.2 Warranty Limitations

This Contractual Warranty does not warrant uninterrupted or error – free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customers electrical systems. The warranty claims that relate to defects caused by any of the following factors are not covered by this Contractual Warranty:

- 3.2.1 Improper use or non-compliance with installation, commissioning, operation or maintenance instructions (ie not according to the operation and instruction manuals) and systems that are not installed in line with the requirements of SANS 10142
- 3.2.2 Unauthorized commissioning, modifications, changes, or attempted repairs.
- 3.2.3 Vandalism, destruction through external influence and / or persons / animals
- 3.2.4 Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt, dust or debris buildup within the system or that is difficult or unsafe for Photovoltaic Solar Engineering representatives to access
- 3.2.5 Insufficient ventilation caused by, for example, blocked air inlets and / or outlets
- 3.2.6 Exposure to environmental conditions that your Product was not specifically designed to withstand as indicated in the applicable specifications for your Product or by default with the specifications proposed by Photovoltaic Solar Engineering in its commercial offer.
- 3.2.7 Failure to observe applicable safety standards and regulations
- 3.2.8 Damages during transportation or storage
- 3.2.9 Force majeure, examples include, but not limited to fire, flood, earthquakes, storm damage, overvoltage and lightning strikes.
- 3.2.10 Exposure to fire, water, snow, moisture, or liquid ingress (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)
- 3.2.11 If the original identification (trade – mark , serial number) markings have been defaced, altered or removed
- 3.2.12 Consumable components of any type are not covered by this Contractual Warranty, including but not limited to: fuses, surge arrestors and filters.
- 3.2.13 Cosmetic shortcomings which impair the use of the Product

3.3 Warranty exclusions

- 3.3.1 Damages arising due to the fact that the use of the Product for the intended purpose is no longer possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the Product made after the delivery of the Product.
- 3.3.2 Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair or replacement of the Product (including but not limited to labor, transportation, temporary power).
- 3.3.3 Costs or damages arising from changes to existing Solar Photovoltaic systems, building installations or other site changes.

3.4 Notes

- 1.This warranty only applies to defects in workmanship and materials which does not include claims involving regulatory compliance. To make sure your Product meets the applicable regulatory requirements which are in place at the time of purchase (SANS 10142) please see the applicable Product manuals and / or your sales contract
- 2.PVSE reserves the right to send its engineers to inspect any installation where a product failure is reported and may also request the designs and COC of the system in question

3.5 Document revision

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