

## North America Factory Limited Warranty

### 10 Year Warranty

A ten year warranty applies to the following Products, purchased after August 1, 2010:

SUNERGY ELV 208V  
SUNERGY LV 208V  
SUNERGY ELV 240V  
SUNERGY LV 240V

### Extended Warranty

For the following devices you can acquire an extension to 20 years on the Sustainable Energy Systems factory warranty, from the date of the original warranty period.

SUNERGY ELV 208V  
SUNERGY LV 208V  
SUNERGY ELV 240V  
SUNERGY LV 240V

Extended warranty must be requested at the time of sale and documented on original purchase receipt.

The **Sustainable Energy Systems** factory warranty covers any repair or replacement part costs incurred during the agreed period, beginning on the device's purchase date, subject to the conditions listed below.

### Warranty Conditions

If a device becomes defective during the relevant **Sustainable Energy Systems** factory warranty period, one of the following services, as selected by **Sustainable Energy Systems**, will be performed at no charge for materials or labor costs:

- Repair at **Sustainable Energy Systems**, or
- Repair On-Site, or
- Exchange for a Replacement Device (of equivalent value according to model and age).

In the case of an exchange, the remainder of the warranty eligibility will be transferred to the replacement device.

For determination of warranty eligibility, please submit a copy of the purchase receipt, and if applicable, evidence of the warranty extension to **Sustainable Energy Systems**. The type label on the device must be completely legible. Otherwise, **Sustainable Energy Systems** is entitled to refuse to provide warranty services.

A report of defective devices including a brief description of the fault must be provided to a customer service representative. No goods will be accepted for warranty service by Sustainable Energy Systems unless prior written authorization is obtained from Sustainable Energy Systems in the form of a Sustainable Energy Systems Return Merchandise Authorization ("RMA"). Any returned good must be accompanied by the RMA form or RMA number. Customer hereby agrees to indemnify and hold harmless Sustainable Energy Systems and its affiliated companies against any claims, losses, damages, or expenses arising from loss of such merchandise returned without first obtaining the RMA form or RMA number discussed herein.

If we agree to a replacement, we generally send an equivalent replacement device, packaged appropriately for transport, within 3 working days. The defective device is to be packed in this transport packaging and shipped prepaid to a site designated by Sustainable Energy Systems within 14 days of receiving the replacement unit or a charge will be applied for the replacement.

## **Express Exclusions**

Warranty claims and liability for direct or indirect damage are excluded if arising from:

- Transport Damage,
- Incorrect Installation or Commissioning,
- Failure to Observe the Maintenance Regulations and Intervals,
- Modifications, Changes or Attempted Repairs,
- Incorrect Use or Inappropriate Operation,
- Insufficient Ventilation of the Device,
- Failure to Observe the Applicable Safety Regulations,
- Force Majeure (e.g. lightning, overvoltage, storm, fire), or
- Cosmetic Shortcomings (which do not influence the supply of energy)

## **Limitation of Liability**

Sustainable Energy's sole liability for any defective equipment is limited to the repair or replacement of the equipment at Sustainable Energy's sole option. Sustainable Energy shall not be liable for:

- (a) damage to other property caused by any defects in this equipment, or damages related to inconvenience, loss of use, loss of time, commercial loss, or loss of profit; or
- (b) any other damages, whether incidental, consequential, indirect, punitive, special, or otherwise

This warranty is exclusive and is in lieu of all other warranties, express or implied, including but not limited to implied warranties or merchantability or fitness for a particular purpose or use. In no event shall Sustainable Energy be liable for damages in excess of the value of the equipment purchased and paid for by the customer.

In addition, our general terms and conditions of delivery apply. They can be downloaded from [www.sustainableenergy.com](http://www.sustainableenergy.com). If requested, we can also send you a copy of our general terms and conditions of delivery.

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