

DELIOS WARRANTY TERMS AND CONDITIONS

Delios s.r.l. provides its customers with a free 5-year conventional warranty on photovoltaic inverters (hereinafter "Products"), extendable up to a maximum duration of 10 (it is available for purchase up to 12 months from the date of purchase of the Product), under the conditions described below.

Warranty conditions

If manufacturing and / or materials defects attributable to Delios s.r.l. occur during the agreed warranty period, Delios will provide:

- To repair the appliance at Delios s.r.l. or on site
- To replace the Product with an equivalent model

The intervention modality is remitted to the unquestionable judgment of Delios S.r.l. and in reasonable proportion between the value of the Product and the cost of the repair.

The conventional warranty includes the labor and material costs necessary to restore the correct operation of the Product at the Delios plant. All other costs, like shipping costs, dismantling and installation on site, travel and accommodation costs for the Technical Customer Service staff, as well as the costs of the customer's employees, are not covered by this warranty. If the Product is replaced with a similar Product or repaired with a new component, Delios s.r.l. will not be responsible for any incompatibilities of the new Product and / or component replacing the devices of the monitoring system or with other elements of the plant, due to the technical developments of the new Product and / or component.

On site Product Repair

In case of malfunction it is possible to request telephone assistance at +39 334 1690149 or +39 049 9403206 and further sending a request by e-mail to the <u>service@delios-srl.it</u> address. In the case of on-site intervention (repair by Delios or authorized technician), Delios will bear the costs for materials and labor for the repair of the Product, as well as the costs for the removal and replacement of the part or device to be replaced. No other costs will be incurred, including but not limited to, transportation, inspections, costs for secure access to devices, travel or accommodation expenses, costs of customer employees or third parties that have not been authorized by Delios. If the Product, after the on-site inspection, is compliant and regularly functioning, a flat rate of 100 € (one hundred euros) will be charged unconditionally, increased by the mileage reimbursement (0.30 € / Km).

Product Replacement Service

Any Product deemed suitable for replacement within the warranty period will be replaced with a new or reconditioned Product, in compliance with the terms and conditions indicated in this document. Delios will ship a replacement Product within 3 (three) working days, at the installer's address or, by prior arrangement, at the end user's residence.

After receiving the replacement Product, the customer must return the supposedly defective Product using the same packaging of the replacement Product. All the Products or parts of it that are supposedly defective must be returned within 15 (fifteen) working days of receipt of the replacement item, otherwise the Product (or parts of it) will be invoiced. A



qualified installer must be available for the exchange and re-commissioning of the Product or parts of it. The warranty product will be transferred to the replaced Product without extending the original expiry date and in no case will new certificates be issued.

Liability of the installer

In case of Product failure, it is the installer's liability to collaborate directly with the Delios service to limit the return of non-defective equipment. The Delios Customer Service will work with the installer to correct the malfunction through telephone support or direct connections to the PC. To benefit from spare parts, fees or a replacement unit, the installer must first contact Delios Customer Service and fulfill his responsibilities described in this document as well as provide evidence that the claimed defect falls within the warranty terms.

Not defective Returned Product

If a Product eligible for replacement is returned and subsequently found to be non-defective, Delios reserves the right to charge a flat rate fee of € 100 (one hundred euros) to cover the non-due warranty service, in addition to shipping costs and packaging.

Product replacement procedure

- The installer must contact the Delios Customer Service (service@delios-srl.it +39 334 1690149 +39 049 9403206)
 providing the model and serial number of the Product deemed defective. In any case, Delios will have the unquestionable decision to repair or replace the Product.
- If the Product is considered defective and suitable for replacement, Delios will send a replacement Product within 3 (three) working days from receipt of the notification to the customer's location or, by agreement, to the end user's residence at his own expense.
- The installer will carry out the replacement operation and subsequently return the replaced Product, using the packaging of the replacement Product, no later than 15 (fifteen) working days from receipt of the replacement Product. If the return does not take place as indicated, Delios will charge the installer for the entire cost of the Product.

Warranty Requirements

This warranty applies only to Products sold in the calendar year **2020** that have been unequivocally identified by the serial number (the other components of the photovoltaic system are excluded from this warranty).

The extension of the conventional warranty can be requested by the customer within 1 year from the date of purchase of the Product, at the cost previously communicated by Delios s.r.l. In any case the duration of the extended warranty must be calculated from the date of purchase of the Product. Delios s.r.l. reserves the right to refuse the unrestricted judgment of the extension of the conventional warranty.

In order to take advantage of the warranty rights, the customer must present the purchase invoice for the Product, the extension of the conventional guarantee and the serial number of the appliance.



Exclusions from the Delios s.r.l. conventional warranty

La presente garanzia non copre i guasti riconducibili alle cause seguenti:

- Non-observance of the instructions for use, installation and maintenance rules
- Incorrect installation of the Product
- Product installation in combination with other electrical / electronic devices directly connected to the Product itself
 and not expressly approved and / or authorized by Delios
- Incorrect commissioning of the Product
- Damage during transportation of the Product
- Incorrect or improper use of the Product
- Insufficient ventilation of the Product
- Interventions on the Product or repair of the same by personnel not expressly authorized by Delios
- Unauthorized tampering, modification, repair, removal and reinstallation of the Product
- Non-compliance with safety regulations
- Damage deriving from other system components
- Damages caused by third parties
 Unforeseeable circumstances or force majeure (by way of example: lightning, surges, fire, hail, floods, riots, etc.)
- Installation in a corrosive environment
- Product sold second hand through unauthorized sales channels
- Normal wear of the Product

Failures that do not affect the regular operation of the Product, such as aesthetic defects or "small defects" and the damage caused to other parts of the system are also excluded from this warranty.

Geographical validity

This warranty will be valid only if the Product is installed in the countries where it is regularly found correctly approved. In any case, any warranty is excluded on Products that have been for any reason introduced in the United States of America (USA), Canada and the People's Republic of China.

THIS CONVENTIONAL WARRANTY DOES NOT MODIFY IN ANY WAY THE DISCIPLINE OF THE WARRANTY TERMS REGULATED BY LAW AND BY THE DELIOS s.r.l. GENERAL TERMS OF SALE.

THIS CONVENTIONAL WARRANTY IS INTENDED AND LIMITED TO THE SCOPE OF THE PRESENT DOCUMENT AND NO OTHER FORM OF WARRANTY CLAIM AND / OR COMPENSATION, CONVENTIONAL OR LEGAL, MAY BE CLAIMED BY THE CUSTOMER TO DELIOS S.R.L.

FURTHERMORE ANY LIABILITY OF DELIOS s.r.l. MAY BE CLAIMED FROM THE CUSTOMER FOR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT CAN BE DERIVED FROM THE DEFECTIVENESS AND / OR NON-CONFORMITY OF THE PRODUCTS, WHICH MUST THEREFORE INTENDED AS EXPRESSLY DISCLAIMED BY THE CUSTOMER TO THE EXTENT ALLOWED BY THE LAW.



CUSTOMER SERVICE



+39 334 1690149 - +39 049 9403206 (Monday to Friday 8:30 – 12:30 / 14:00 – 17:30)



+39 334 1690149



service@delios-srl.it



The contact information listed above is intended to be used exclusively by qualified installers