

## Warranty – Terms and Conditions

These are the warranty terms and conditions for all **RCT Power Storage DC, RCT Power Storage AC and RCT Power Inverter** starting with delivery later than 01.01.2021. Valid for European Countries.

Dear customer,

Thank you for your confidence in our RCT Power products. With the RCT Power Storage and/or the Power Inverter you have acquired a quality product. The RCT Power GmbH guarantees that the inverter is functional and free of material defects. These warranty conditions apply exclusively to RCT Power Storage and RCT Power Inverters and not to connectable accessories such as sensors, batteries, switching devices, etc.

Our inverters are being produced to precise processing and quality control standards. In case of the inverter developing a problem after installation our Customer Service will be pleased to help you. If even with the help of our Customer Service team, you do not succeed in putting the inverter into error-free operation, you should task a specialist electrical company to rectify the error. They will be able to determine whether the inverter has a fault and must, therefore, be replaced.

For the above mentioned devices you receive a manufacturer's warranty of 5 years from the date of purchase, but no more than 123 months from delivery by RCT Power GmbH.

### A. 5-year Manufacturer's Warranty – Exchange Service

We have made the exchange service easy for you. Your specialist electrical company contacts our Customer Service Hotline and applies for a replacement inverter. The following information is required for the acceptance and processing of the exchange:

- (1) Device type and serial number
- (2) Copy of the purchase receipt and, if applicable, an extended warranty certificate
- (3) Commissioning date
- (4) Error message and other description of the fault
- (4) Detailed information on the entire system (modules, wiring, battery, etc.)
- (5) Delivery location of the replacement inverter

You will receive an equivalent replacement device from us at short notice. The remaining warranty period of your inverter is automatically transferred to the replacement device. Usually, the replacement device is equipped with a clearly labelled transport lid. This will be replaced with the original lid during installation.

The replacement devices are usually repaired series devices which correspond to the technical performance data of your original inverter. Minimal signs of wear cannot always be ruled out with these replacement devices. We ask for your understanding.

Please note that the actual cause of failure can only be determined directly by the manufacturer. An exchange recommended by our Customer Service does therefore not automatically imply that it is a valid warranty claim.

Your specialist electrical company should remove the defective device and install the replacement device. They then place the clearly labelled transport lid of the replacement device onto the defective device. The defective device is then returned to us using the original packaging of the replacement device.

### B. Warranty Limitations and Exclusions

The warranty is independent of the guarantee obligations of the sales contract between vendor the end customer and leaves these unaffected.

Any claims of the warrantee are excluded in the following cases:

- a) Improper use
- b) installation that is not appropriate or professional or does not conform to the standards or does not comply with the installation instructions or instructions of the guarantor
- c) Unprofessional and/or improper operation or operation contrary to the operating instructions and guides of the guarantor.
- d) Operation without or with defective protection systems
- e) Unauthorized modifications or repairs of any kind without using a specifically trained electrician
- f) Use of spare parts and accessories which do not correspond to the original specifications of the guarantor

- g) Removing, damaging or destroying of any seals and/or type plates that have been applied by the guarantor
- h) Damage caused by exposure to foreign bodies and force majeure
- (i) Failure to comply with the relevant safety regulations
- j) Transport damage
- k) Lightning strike or overvoltage from the mains side
- l) Culpably omitted software updates
- m) Products have not been installed in an interior room (in the building) or an adequately covered outdoor area
- n) Incorrect design or more specifically configuration of the photovoltaic system
- o) Insufficient ventilation of the device
- p) Non-compliance with the relevant and country-specific safety regulations (VDE etc.)

Any further claims against the guarantor, in particular claims for damages due to lost profit, non-existing grid feed-in, non-existing own consumption, compensation for use and costs for installation and removal, transport (return and delivery) are excluded.

The total liability of the guarantor under this warranty is also limited to the amount of the net sales price ( based on the invoice ) that the end customer has paid for the product..

Warranty and liability is excluded for any damages that the warrantee or a delegated person is responsible. This responsibility is independent of the legal relationship between the warrantee and his delegated person.

Transport damages and all other damages caused after the time of the transfer of risk are excluded from the warranty and our liability. This applies also to damages caused by improper packaging by the customer.

The replacement warranty also does not cover any blemishes that have no influence on the energy feed in.

It is the warrantee's responsibility to comply with all the relevant safety regulations (e.g. according to VDE) or the conditions of the network operator for connection of your system to the power grid. Here we are only liable if we have joint responsibility for the damage within the meaning of the statutory provisions. However, we shall only be liable in proportion to our contributory negligence.

### **C. Geographical validity**

The warranty conditions apply to all countries for which the RCT Power Inverters are certified.

### **D. 5 year Product Warranty - Exchange Costs**

In the event of a valid warranty claim, we will cover the exchange costs. You will receive the replacement device free of charge if the defective inverter is sent to us within a maximum of 5 working days after you have received the replacement device from us and we are responsible for the defect in accordance with our warranty conditions. Parcel service costs for the return of the defective device will be re-imbursed in form of a lump sum. As a gesture of goodwill, we will also reimburse your specialist electrical company for the installation of the replacement inverter with a lump sum. To find out more about our current Exchange and Return lump sum rates you can contact [service@rct-power.com](mailto:service@rct-power.com) or one of our sales representatives at any time.

We are sure that you will understand that the exchange costs for the replacement inverter will not be reimbursed if the warranty claim is demonstrably invalid or if the exchange was for obvious improper reasons. Higher exchange costs can only be invoiced to RCT Power GmbH with their prior consent and only in especially justified cases. We reserve the right to reduce the invoice amount accordingly.

The warranty does not cover travel, accommodation, assembly and installation costs on site. Transport costs and customs duties from or to EU overseas territories and from or to countries outside the EU are also not covered.

If there is a defect within the warranty period for which we are not responsible (exclusion of warranty), we will charge you a repair lump sum and shipping at a preferential price. To find out more about the current rates you can contact [service@rct-power.com](mailto:service@rct-power.com) or one of our sales representatives at any time. However, we will only grant you this preferential price if, in return, you make the defective device available to us in a state that we are able to repair it. After delivery of the replacement unit, you are of course entitled to a 2-year statutory warranty. In this case, we will demand back any lump sums that may already have been reimbursed as part of the exchange.

If we do not receive this defective device back, we will charge you the recommended retail price of the device plus transport costs. In this case, instead of the warranty, you will only receive the 2-year statutory legal warranty on the replacement inverter.

All reimbursements and lump sums payments can only be made if the modalities and procedures have been agreed in advance with RCT Power GmbH.

#### **E. Transfer of Ownership**

RCT Power GmbH reserves the right of ownership for the replacement inverter until receipt of the defective device or, in case of a purchase, until payment of the invoiced purchase price. In all cases, ownership of the defective device shall pass to RCT Power GmbH upon receipt of the replacement device.

#### **F. Purchase of a Replacement Inverter**

You have purchased a replacement inverter after the warranty has expired. For this device, you are entitled to the 2-year statutory legal warranty legal warranty starting from the date of delivery of the inverter. To purchase an exchange inverter, the defective device must be returned. If you do not return this defective unit to us within 5 working days, you will be charged the difference between the replacement unit price and the recommended retail price.

#### **G. Inspection Flat Rate**

We charge a flat-rate inspection fee for devices that have been exchanged within the scope of our exchange service under warranty but do not show any defects during our inspection or analysis. To find out more about the current rates you can contact [service@rct-power.com](mailto:service@rct-power.com) or one of our sales representatives at any time. Please note that the actual cause of failure can only be determined directly by the manufacturer. An exchange recommended by our Customer Service does therefore not automatically imply that it is a valid warranty claim.

#### **H. Cleaning Flat Rate**

Please return the defective device to us in a clean condition. Inverters contaminated by dust, paint, spores, mould, plant growth, ammonia gases or similar can only be analysed and repaired after prior cleaning. In such cases, we charge a cleaning flat rate.

#### **I. Legal Warranty and Liability.**

From the purchase of the inverter the buyer is entitled to a 2-year statutory legal warranty. Your statutory warranty claims are not limited by our warranty.

Only for compensation of damages, we limit our liability - this includes the liability of our employees or agents - to damages caused by intent or gross negligence. However, this limitation of liability does not apply to personal injury or death. It also does not apply due to events and reasons not amendable by contract, i.e. mandatory legal requirements where we would be held liable without our fault.

#### **J. Warranty extension**

RCT Power offers no longer warranty than 10 years.

We wish you continued enjoyment with the RCT Power products.

RCT Power GmbH  
D - 78467 Konstanz