

# ABB Australia PG Solar

## Single and three-phase Warranty Program

Dear Valued Customer,

ABB offers the ASSURE Warranty Program in Australia for all the single and three-phase inverters.

Please find attached ABB's String Inverter Warranty Program information for Australia.

Below, find the process by which you can make an inquiry or contact our Service Team.

1. If you have an issue with an ABB inverter:  
Call the ABB Contact Centre on 1800 769 663 and select (1) for the Solar Technical Support Team.  
Please be in front of the inverter when you call and have the inverter size, model, serial number, and fault codes.
2. If a replacement inverter is required:
  - a) The Technical Support Team will email a claim form that needs to be completed and returned via email to [service.solarinverters@au.abb.com](mailto:service.solarinverters@au.abb.com). It is recommended that photos, of the fault code and the inverter manufacture information on the side panel, accompany the claim form.
  - b) On receipt of the claim form, one claim per email, an auto-generated email will be sent. This is your reference that ABB has received and is processing your In House Repair (IHR). Please reference the 'Care' number in any phone or email correspondence.
  - c) Once the IHR is processed and accepted, a replacement inverter will be sent out with TNT and the tracking information provided to you via email.
3. To return the faulty unit:  
Contact TNT on 1300 367 238, Monday to Friday between 9:00am and 5:15pm AEST.  
  
Use the packaging of the replacement unit to hand back the faulty unit.  
  
The return is at the cost of ABB, please specify this is an ABB return pick up and quote the IHR number (315\*\*\*\*\*).  
  
The lodged faulty inverter must be returned to ABB within ten (10) days of receiving the replacement, otherwise charges may apply.
4. Replacement unit reimbursement:  
A flat fee of \$180 plus GST is paid for replacement of ABB inverters.  
The TRIO 20kW and 27.6kW inverters the fee is \$300 plus GST.

Payment is processed upon receipt of the faulty inverter into ABB's system and passing a visual inspection.

If you have any questions please call the ABB Contact Centre on 1800 769 663 select (2) and request the Solar Customer Service Team.

ABB will only provide payment against an invoice.

The invoice must be addressed to:

ABB Australia Pty Limited (ABN 68 003 337 611), state the IHR number (315\*\*\*\*\*) and shipping connote number as provided by TNT, include your bank account details, and email in PDF or TIFF format.

Email [abbau.accountspayable@recall.com](mailto:abbau.accountspayable@recall.com) or post to:

ABB Australia Pty Limited  
PO Box 725  
Auburn, 1835, NSW

For account payable enquiries please call +61 (2) 9753 7533.

Notes:

Our warranty inverters do not come with mounting brackets, accessory kits or manuals. Utilise the accessories supplied with the original inverter, or indicate requirement on the claim form.

Damages not covered under warranty are:

- Any physical damage or change of appearance
- Holes drilled into the inverter
- Melting of the AC terminal block
- Water damage unless through a fault of the inverter
- Any other damage outside of general wear and tear

Please don't hesitate to call or email if you have any questions or queries.

Yours Sincerely

**ABB Australia Solar Service.**

Email: [service.solarinverters@au.abb.com](mailto:service.solarinverters@au.abb.com)

Phone: 1800 769 663



Power and productivity  
for a better world™

# ABB string inverters

## Single and three-phase warranty programs

### STANDARD, ASSURE and PROFIL

#### STANDARD warranty

The STANDARD warranty level is available for any ABB inverter worldwide.

The customer is responsible for the replacement for any unit in need of repair under the warranty.

Shipment costs are taken by Customer.

To shorten the outage time during repair the customer can purchase spare parts for quick exchange on site.

The STANDARD warranty agreement for ABB string inverters includes:

- Five (5) year parts warranty depending on product and market
- Repaired units / parts are typically ready to ship within ten (10) days at ABB repair center after reception
- The repair and material is covered during the warranty period
- Technical hotline for support and troubleshooting
- Accessibility to global field service and partner network for on-site troubleshooting (fees apply)

#### ASSURE warranty

In addition to the STANDARD warranty benefits, the ASSURE warranty level provides customers in some installation countries with advance spare parts delivery. ABB will provide within their sole discretion new or completely reconditioned inverters.

The ASSURE warranty also provides the customer with re-installation support through either (decision by ABB):

- Payment of a fixed reimbursement amount paid to the installer based on geographic location and product
- Dispatching an ABB certified technician to perform repairs or replacement of units / parts

Under the ASSURE warranty, customers receive the needed parts in advance, allowing single site visit for swap. Access to the technical hotline for support and troubleshooting, the security of replacement parts and labour is available at any time a warranty need arises

The ASSURE warranty agreement from ABB includes all the attributes of the STANDARD warranty agreement with the added benefits of:

- Advanced material replacement: typically ready to ship within 3 working days after ABB's authorization to replace defect material
- Dispatching, labour and material freight costs are included

#### PROFIL additional services

Additional services to meet customer specific needs not covered by the STANDARD and ASSURE warranty levels are offered complementary under customer / site specific service contracts upon request, like:

- Rapid on-site response time
- Technical availability 97%, 98% and 99%
- Preventive maintenance

For further information about the additional services and service contracts please contact your local sales agent.

## Service levels ABB string inverters: PVI, UNO, TRIO, PRO

Services	1	2	3
Type	Product warranty		Additional services Available upon request A service contract is required
	<b>STANDARD warranty</b>	<b>ASSURE warranty</b>	<b>PROFIL Response time uptime, etc.</b>
Standard duration (years)	5	5	1 to 20*
Extended duration (years)	10, 15, 20*	10, 15, 20*	
Technical availability (%)	-	-	97, 98, 99
Preventive maintenance	-	-	According to product manual
Corrective action	Included	Included	-
Ready to ship			
Typical availability of material but allow additional days to account for weekends and holidays	10 days	3 days	On a case by case basis
Remote support	Included	Included	Included
Where available	Worldwide	Ask your local ABB Representative	Available upon request

\* For long period extension, some mandatory inspection / maintenance may be required.  
The factory reserves the right to decline providing extended warranty would the inverter not be installed in accordance with the factory installation guidelines.

Maintenance parts and consumables are not covered by warranty (i.e. Fans for PRO-33, fuses).

For PRO-33.0 we are offering a material-kit for periodic fan-replacement (price available on request). We also offer the workmanship (fee applies).

Our product warranties, including coverage terms and warranty limitations, are set forth in the Product Terms and Conditions of Sale. For complete warranty coverage information, requirements and limitations relating to a specific product or service please refer to the contractual terms and conditions governing the purchase and sale of said product or service. The information set forth herein is a summation of, and subject to, the terms and conditions governing the purchase and sale of the product. Should there be any conflict between this document and the Terms and Conditions of Sale, the Terms and Conditions of Sale shall prevail.

For more information please contact your local ABB representative or visit:  
[www.abb.com/solar](http://www.abb.com/solar)  
[www.abb.com/solarinverters](http://www.abb.com/solarinverters)  
[www.abb.com](http://www.abb.com)

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## CONDITIONS OF SALE

These Terms and Conditions, as amended from time-to-time by Seller, govern all purchase transactions between [ABB Australia Pty Limited \(ABN 68 003 337 611\)](#), its subsidiaries, affiliates, and authorized representatives and distributors (collectively, "Seller") and the customer ("Buyer").

### 1. DEFINITIONS.

- a. **Ancillary Document** means any Quote, Order Acknowledgment, invoice, or amendment or addendum thereto provided to Buyer by Seller.
- b. **Contract** means these Terms and Conditions, the Purchase Order and all Ancillary Documents.
- c. **Custom Product(s)** means Products or components designed to meet Buyer's specifications and which are not part of Seller's standard line of Products.
- d. **Customer Information Center** means Seller's Customer Service. Technical Support is available from 8:00 a.m. to 5:00 p.m. local time Monday through Friday, except holidays on + 61 2 9735 3111.
- e. **Order Acknowledgment** means the acknowledgment form issued by Seller setting forth the terms of the sale of Products and/or services by  
f. Seller to Buyer.
- g. **Product(s)** means goods, including equipment, manufactured and/or marketed and sold by Seller and includes **Custom** and **Standard Product(s)**.
- h. **Purchase Order** means any written request by Buyer to purchase Products and/or Services from Seller.
- i. **Quote** means a written offer from Seller to sell Products and/or Services to Buyer under specified purchase terms, which may include price, quantity, product mix, delivery dates, manufacturing sites, and post sales service level and warranty terms.
- j. **Services** means pre and post-sales support activities and Monitoring Services, which means Seller's Aurora Vision™ SAAS data collection and reporting services offered through Seller's website, including software, used by Seller to provide Monitoring Services.
- k. **Standard Product(s)** means Products and components that are listed in Seller's then current product reference materials or price guide.

2. **ORDERS.** Each Purchase Order acknowledged by Seller shall be governed by this Contract effective on the date of the Order Acknowledgment, and any additional conditions of sale set forth in Ancillary Documents. Seller may amend Ancillary Documents to correct any errors or omissions to the terms and conditions of sale. To the extent that any provision of these Terms and Conditions conflicts with any provision of an Ancillary Document, the Ancillary Document shall prevail. Any additional terms or conditions proposed by Buyer, will not be binding upon Seller unless approved by Seller and incorporated into the Ancillary Documents. No Purchase Order shall be binding upon Seller until an Order Acknowledgment is issued.

3. **QUOTES.** Each Quote shall be valid for the period of time set forth in the Quote, but shall not exceed thirty (30) days. Quotes are subject to change by Seller at any time upon notice to Buyer. Quotes for Custom Products are subject to change if Buyer modifies the specifications and the modification is accepted in writing by Seller. Seller reserves the right to terminate an order, without liability to Buyer, if the modification is not accepted by Seller, subject to Buyer's obligation to reimburse Seller for custom and non-returnable materials pursuant to paragraph 5(a). Additional costs resulting from requested changes in fabrication or design or due to incorrect or incomplete information furnished by Buyer, will be paid by Buyer.

4. **PRICE POLICY.** Prices are set forth in the Quote or Order Acknowledgment issued by Seller, and do not include destination charges, taxes, fees or other costs unless expressly stated in the Quote. Prices may be based upon quantities purchased by Buyer.

### 5. PAYMENT.

a. **PRODUCTS AND SERVICES:** Payment is due in full prior to shipment of Products, or delivery of Services. If credit is extended to Buyer, payment shall be due thirty (30) days from the date of invoice unless other payment terms are agreed to by Seller. Projects requiring Central inverters, substantial quantities of single and three- phase inverters or Custom Products, will require a down payment at the time the Purchase Order is submitted, even if credit is extended. Credit may be adjusted or withdrawn and the terms of payment may be modified at any time at Seller's discretion. If Seller, in its sole discretion, determines that there is an adverse change in Buyer's financial condition, Seller may, without any liability to Buyer, cancel a pending order and shall be entitled to recover from Buyer the cost of any custom or non-returnable materials purchased by Seller prior to the cancellation date. Payment will be made in the currency specified in the Order Acknowledgment. If Buyer fails to make any payment when due: (a) all amounts payable by Buyer under the Contract shall immediately become due and payable; and (b) Seller may, at its option and without any liability to Buyer (i) defer delivery of any or all Products or Services until Payment is received, or (ii) cancel the Contract. A charge of one and one- half percent (1.5%) of the total outstanding balance, or the maximum amount permitted by law if less, will accrue monthly until payment has been made in full, and Buyer shall be liable for any collection costs and fees incurred by Seller.

b. **SUBSCRIPTION FEES.** Subscription fees for Monitoring Services are payable in advance and are non-refundable. Subscription fees do not cover enhancements, or support or maintenance work performed outside the scope of the Contract. Such work shall be charged to Buyer according to Seller's then current price list. Subscription fees are subject to increase at Seller's discretion upon thirty (30) days prior written notice. If Seller increases subscription fees, Buyer may terminate the Monitoring Services without penalty by providing Seller with no less than fourteen (14) days prior written notice. Buyer is solely responsible for all amounts due to Seller under a Contract, regardless of whether Buyer is the end user of the Monitoring Services. Seller may, without liability to Buyer, notify end users of Buyer's failure to pay any amounts due to Seller under the Contract.

6. **TAXES.** Any taxes, duties, customs, inspecting or testing fees, or other fees or charges of any nature whatsoever, imposed by any governmental authority on any transaction between Seller and Buyer, shall be paid by Buyer and such charges will appear as a separate line item on the invoice. If Buyer claims an exemption from the payment of taxes, fees or other charges, Buyer shall provide Seller at the time the Purchase Order is submitted with an exemption certificate or other document acceptable to the applicable tax authority. Each Purchase Order must state the existence and amount of any such tax, fee or charge for which Buyer claims an exemption. Buyer shall indemnify, defend and hold Seller harmless from and against any penalties, claims, costs and expenses assessed against or incurred by Seller as a result of Buyer's claim of an exemption.

### 7. SERVICES.

a. **MONITORING SERVICES REQUIREMENTS:** Use of Monitoring Services requires an Internet or other data connection and may also require the installation of user interface software or other client software on the end user's device. Monitoring Services do not include devices, telecommunication data connections, subscriptions or capacity, hardware,

other equipment, other software or security or protection systems, professional services, or training outside the scope of the Contract (“**External Facilities**”). Buyer shall, at its sole cost and expense, obtain the External Facilities required to use the Monitoring Services, and shall assume full liability for External Facilities, including configurations and settings affecting the Monitoring Services. Seller has no obligation to provide the Monitoring Services if Buyer uses non-compliant External Facilities, or supports or maintains the Monitoring Services in an environment that is not compliant with Seller’s requirements.

- b. **THIRD PARTY PROVIDERS:** Seller reserves the right to use third party licensors and subcontractors in the development and delivery of the Services, to change the working methods, hardware, data communication links, software or other system components used in the production of the Services, and to change third party licensors or subcontractors at any time. Seller will deliver user instructions to the Buyer, and the Buyer warrants that it and third party end users will follow such instructions, including updates, in their use of the Services. Subject to Seller’s written approval, Buyer may purchase licenses necessary to use Monitoring Services from one or more third parties. Buyer acknowledges and agrees that Seller is authorized to contact third parties directly to confirm the validity and duration of licenses. If the duration of any license is shorter than the term of the purchased Monitoring Services, Seller may, at its sole option: (i) extend the term of the license on Buyer’s behalf; (ii) renew the license upon expiration of its original term and increase the cost of the Monitoring Services to include expenses associated with options (i) and (ii); or (iii) discontinue the Monitoring Services. Seller shall not be responsible for any third party provided information, materials, goods or services (“**Third Party Products**”) and shall not be liable for damages associated with the use of Third Party Products or resulting from a disconnection or suspension of Services due to Third Party Products or expiration of a license.
- c. **AVAILABILITY.** Services are provided “as is” and “as available”. Services are available 24/7 except during temporary downtime due to maintenance, updates or repairs required to ensure or restore availability, performance, data security or manageability. Seller does not assume any liability resulting from any breaks in service availability. Seller shall inform Buyer in advance of anticipated breaks in Services when reasonably possible. Seller may, at its sole discretion, modify its offering of Services and shall use reasonable efforts to provide advance notice to Buyer of anticipated changes in its Service offering when possible. If any change in Monitoring Services requires Buyer’s data to be transferred to a new software or hardware environment, Seller shall inform Buyer of the anticipated transfer no less than two (2) months in advance. Seller is not liable for any alterations required to any External Facilities, or the costs associated therewith, as a result of any change or update to the Monitoring Services offering. The speed of response for Services shall be governed by the warranty terms purchased by Buyer.

#### **8. TERM, TERMINATION, AND SUSPENSION OF MONITORING SERVICES.**

- a. **TERM.** The term of the Monitoring Services shall be as stated in the Contract. A Contract with a fixed term shall automatically renew for subsequent renewal terms of one (1) year each, unless terminated in writing no less than three (3) months prior to the end of the then current term.
- b. **TERMINATION WITHOUT CAUSE.** A Contract for Monitoring Services with no fixed term may be terminated by Buyer at any time without cause upon not less than three (3) months prior written notice. If Buyer terminates a Contract for Monitoring Services without cause, subscription fees and charges paid in advance shall be retained by Seller.
- c. **TERMINATION, SUSPENSION OR DISCONNECTION OF MONITORING SERVICES FOR CAUSE.** Seller may terminate, suspend or disconnect Monitoring Services in whole or in part if: (a) suspension or disconnection is necessary for repair, upgrade, or maintenance, or as otherwise necessary to ensure the availability or operation of the Monitoring Services; (b) the manner in which the Monitoring Services are being used by Buyer, or any External Facility, causes disruption to the Monitoring Services or to other users of the Monitoring Services; (c) Buyer fails to pay any fees or charges or provide any security required under a Contract; (d) Buyer has filed for protection under state or federal bankruptcy laws or has been placed into receivership or entered into an assignment for the

benefit of its creditors; (e) Buyer fails to comply with the terms of the Contract; or (f) Buyer’s use of the Monitoring Services has ceased for more than one (1) month. The termination, suspension or disconnection of Monitoring Services does not release Buyer from the obligation to pay any charges for Monitoring Services provided prior to the termination, suspension, or disconnection. Buyer acknowledges and agrees that any amounts paid in advance for Monitoring Services may be retained by Seller upon a termination for cause by Seller. In the event of a disconnection or interruption of Monitoring Services due to Buyer or end user’s fault or negligence, Seller may charge Buyer for reconnection of the Services pursuant to Seller’s then current price list. Buyer may terminate Monitoring Services upon written notice if any of the following occurs: i) a material breach by Seller of its obligations under the Contract, which is not cured within thirty (30) days of receipt of written notice; or ii) a delay in the delivery of the Monitoring Services or an interruption of Monitoring Services due to Seller’s sole fault or negligence that continues for more than thirty (30) days; provided, however, that only the Monitoring Services delayed or interrupted are subject to termination. Termination, suspension or temporary disconnection of the Monitoring Services by Seller pursuant to this Section does not release Buyer from its obligations to pay any non-volume based service fees. Before expiration or termination of the Contract, Buyer shall be permitted to copy or print Buyer’s data saved to Seller’s system. Upon expiration or termination of the Contract, Buyer’s data will be deleted by Seller and Seller shall have no obligation to restore or otherwise provide Buyer with data.

#### **9. DELIVERY.**

- a. **MONITORING SERVICES.** Monitoring Services (if deemed required by the Seller) shall be deemed to start on the earlier of (i) the date on which data is first reported by Buyer using the Monitoring Services; or (ii) thirty (30) days after the date of first invoice. If the parties agree to a test period for Monitoring Services, the Monitoring Services shall be deemed to start on the day after the last day of the test period.
- b. **PRODUCTS.** Seller reserves the right to ship Products in installments unless otherwise expressly stipulated in the Ancillary Documents. Installments will be separately invoiced and payment for each installment shall be subject to the payment provisions of these Terms and Conditions unless otherwise noted in the Ancillary Documents. Any delay in shipping an installment does not relieve Buyer of its obligation to accept subsequent installments.
- c. **BUYER’S DUTY TO INSPECT.** Buyer shall immediately inspect all shipments upon delivery and shall notify Seller within fifteen (15) days of delivery of a shipment or activation of Monitoring Services of any shortages, failure to conform to Buyer’s Purchase Order or specifications, if any, and damaged or defective Products.
- d. **EX WORKS.** Products shall be shipped EXW Seller’s factory or warehouse. Title and risk of loss shall pass to Buyer upon delivery to the carrier.
- e. **PACKAGING.** Seller will pack and ship Products in accordance with its general practice. All prices include domestic packaging only. Buyer specified packaging and marking may be subject to additional charges.

**10. SUBSTITUTION/CHANGES/ TERMINATIONS BY SELLER.** Without notice, Seller may modify designs and/or substitute materials provided such modifications or substitutions do not adversely affect form, fit or function. Seller may modify the technical architecture and functionality of the Monitoring Services, provided that the overall performance of the Monitoring Services is not materially affected. Seller may discontinue any Product or the Monitoring Services, in whole or in part. Listed weights and dimensions of Products are approximate and sufficiently accurate for most uses. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products or Monitoring Services. Buyer shall promptly supply the end user of the Product or Monitoring Services with all notices, warnings, instructions, recommendations, warranty information, and other written materials provided by Seller.

**11. LICENSE.** Seller hereby grants to Buyer a limited, non-exclusive, non-transferable, non-sub licensable license during the term specified in the Contract to use purchased Monitoring Services and related documentation provided by Seller within the country in which such

Monitoring Services are purchased, solely for Buyer’s internal business purposes. Seller shall retain all right, title and interest in the intellectual property underlying or incorporated in the Monitoring Services and related documentation, including but not limited to source code, object code, data collection and reporting functionalities, supporting software, systems architecture, graphical design, and look and feel contained in the interfaces or related documentation or reports, and all improvements, modifications or derivative works thereof and any intellectual property rights therein (the “**Seller IP**”). Seller makes no claims of ownership or proprietary rights in the data captured by the Monitoring Services, provided, however, that Seller may capture such data from end users, and Buyer consents to Seller’s further use or disclosure of such data in aggregate and non-site identifiable format.

**12. INFRINGEMENT INDEMNIFICATION – CUSTOM ORDERS.** With respect to all Custom Products, Buyer shall defend, indemnify and hold Seller (including its directors, officers, employees, agents, representatives, subcontractors and suppliers) harmless from and against any and all claims, damages, losses, penalties, judgments and demands arising out of or related to any claim of infringement of any third party’s intellectual property rights arising, directly or indirectly, out of Seller’s manufacture and/or sale of the Custom Product.

**13. BUYER OBLIGATIONS.**

- a. Buyer shall maintain as confidential any information, including but not limited to Product performance, design, specifications, software, source code, object code, systems architecture, graphical design, and look and feel of Seller’s Products and Services, and any related documentation, instructions, and reports provided by Seller which is or should reasonably be understood by Buyer, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to Seller. Buyer shall not use any such confidential information for any purpose other than to use the Products or Services for their intended purpose, and shall disclose such information only to employees of Buyer who have a need to know such information and who are under a written duty of confidentiality no less restrictive than Buyer’s duty hereunder. Buyer shall be liable for the conduct of its employees that breach Buyer’s confidentiality obligation. Buyer acknowledges that any disclosure in breach of this Section may result in irreparable injury to Seller for which monetary damages alone would not be an appropriate remedy. Accordingly, in the event of a breach or threatened breach of this Section, Seller shall be entitled to injunctive or other equitable relief without bond or other security. Such relief shall be in addition to any other remedies available to Seller.
- b. Buyer is solely responsible for providing sufficient protection of its data connection, equipment, software and other External Facilities including, but not limited to the use and maintenance of sufficiently effective virus protection software and other protective measures. Buyer shall use the Monitoring Services and process any reports or other information provided by Seller in relation to the Monitoring Services only to the extent and for the purposes set forth in the Contract and as permitted by applicable laws and regulations. The Monitoring Services may allow Buyer to collect and save identification data and Buyer will obtain all consents and releases required under applicable law prior to collecting such data, and shall protect and maintain such data in compliance with all applicable laws and regulations.
- c. Buyer may not resell, distribute, make commercial use of, use on a timeshare or service bureau basis, or use to operate a website or otherwise generate income from the Monitoring Services.
- d. Buyer warrants that all end users will comply with these Terms and Conditions. Buyer is solely liable for all Monitoring Service claims presented by end users. Buyer is solely responsible for all use of its login information, and all use of Monitoring Services through Buyer’s account, even if such use is not authorized by Buyer.
- e. Buyer agrees that it will provide Seller with all information reasonably necessary for the delivery of Products and Services, and shall otherwise cooperate with Seller’s delivery of Products and Services. Buyer shall not maintain, modify or alter any aspect of Products or Services

without Seller’s prior written approval.

- f. Buyer shall promptly complete any service version transfer or other maintenance required to keep the Monitoring Services updated, in cooperation with Seller. Any service version transfer or update maintenance tasks performed by Seller shall be charged to Buyer according to Seller’s then current price list.
- g. Buyer shall not use the Products or Monitoring Services for high risk activities, including but not limited to life support, safety critical applications, or applications in facilities where failures could result in catastrophic consequences or environmental damage. Seller specifically disclaims all liability for any damages resulting from prohibited uses of the Products or Monitoring Services.
- h. Buyer shall not copy, modify, make derivative works based on, disassemble, decompile, reverse engineer or otherwise translate the Products or Monitoring Services, any related documentation, or any component thereof, or remove, change or obliterate any trademark, logo, name, notice, identifying number or coding applied to any Product or Monitoring Service or related documentation by Seller.

**14. WARRANTY**

- a. See Attachment A.

**Exclusion of UN Convention**

- i. To the fullest extent permitted by law the parties agree that the United Nations Convention on Contracts for the International Sale of Products shall not apply to this Agreement.

**15. RETURNS.**

- a. **CUSTOM PRODUCTS.** Custom Products are not returnable.
- b. **STANDARD PRODUCTS.** STANDARD PRODUCTS MAY NOT BE RETURNED WITHOUT FIRST OBTAINING A RETURNED MATERIAL AUTHORIZATION NUMBER (“**RMA**”) FROM THE CUSTOMER INFORMATION CENTER. Returns must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returns must be securely packed to reach Seller without damage and must be labeled with the proper RMA. Any cost incurred by Seller to put returned Product in saleable condition will be charged to Buyer. Returned materials that are returned to stock and that meet the above RMA requirements and do not involve a Seller error will be assessed a 25% restocking fee. Buyer’s account will be credited for the cost of the Products, minus shipping charges and the restocking fee. Seller shall bear the cost of returns resulting from Seller error, and method and route of return will be at the discretion of Seller. Costs incurred due to Buyer’s failure to follow Seller’s RMA instructions will be borne by Buyer. Buyer must contact the Customer Information Center to obtain an RMA prior to returning a Product. Buyer agrees to indemnify and hold Seller harmless from and against any claims, losses, damages, or expenses arising from loss of Products returned without following the RMA process.

**16. CANCELLATION.** Seller may cancel any order at any time by written notice for any material breach by Buyer. Buyer may cancel any order for Products prior to the scheduled shipping date, and will be charged a cancellation fee as follows:

**For Standard Products, except for Central Inverters and Power Stations:**

Terms and Timing of Buyer Cancellation	Penalty as a percentage of total
Orders cancelled 60 or more days prior to scheduled shipment date	0%
Orders cancelled between 59 and 30 days prior to scheduled shipment date	15%
Orders cancelled 29 or fewer days prior to scheduled shipment date	25%

**For Custom Products, Central Inverters and Power Stations:**

**17. BUYER'S EXCLUSIVE REMEDIES.** Buyer's sole remedies against Seller for loss or damage caused by any defect or failure of a Product or Service, regardless of whether in contract or tort, shall be (a) Buyer's right to repair or replacement or (b) Buyer's right to terminate.

**18. LIMITATION OF LIABILITY.** Notwithstanding anything else contained in this Contract to the contrary, the Supplier shall not be liable under, arising out of or in connection with the Contract (to the fullest extent permitted at law) whether by way of indemnity, guarantee, or by reason of any breach of contract, or of statutory duty or by reason of tort (including but not limited to negligence) or any other legal principle or doctrine for:

- a. any loss of profits, loss of use, loss of revenue or loss of anticipated savings or for any financial or economic loss (whether direct or indirect) or for any consequential or indirect loss or damage whatsoever; or
- b. any other amount, which in aggregate with any other liability (being any past, present or future liability) to which this clause applies, that exceeds the contract sum

This clause shall survive termination of the contract.

**19. GENERAL INDEMNITY.** Buyer will indemnify, defend and hold harmless Seller and its officers, directors, employees, shareholders, agents, successors and assigns, from and against any claim, demand, lawsuit, cause of action or losses of any nature whatsoever, suffered or incurred by Seller or any of them, arising out of, or in connection with (a) Buyer's improper or illegal use of any Product or Service provided by Seller, including data obtained either from or as a result of the Monitoring Services; (b) the misuse of a Product or Service by Buyer or its agents, affiliates, subsidiaries and end users, including the Monitoring Services or related documentation (c) Buyer's breach of any of its obligations under the Contract; (d) the use of any External Facilities; or (e) any claim of infringement arising out of specifications or requirements provided to Seller by Buyer with respect to a Custom Product. As to Standard Products and Monitoring Services furnished by Seller, Seller shall defend any suit or proceeding brought against Buyer so far as based on a valid claim that such Product or Monitoring Service infringes a third party's intellectual property rights, but only to the extent that such claim is based solely on the Standard Product or Monitoring Services provided by Seller and not directly or indirectly as a result of the use of such Standard Product or Monitoring Service in combination with products and services not provided by Seller or due to any alteration or modification performed by anyone other than Seller or performed by Seller at Buyer's request. This indemnification obligation shall be effective only if Buyer is current on all payments then due to Seller and notifies Seller promptly in writing of such claim and only if Seller is given full authority to defend such claim and provided the necessary information and assistance by Buyer, at Seller's expense, to defend the claim. If the use of such Standard Product or Monitoring Service by Buyer is enjoined, Seller shall, at Seller's expense and option, either (a) procure for Buyer the right to continue using such Standard Product or Monitoring Service (b) modify such Standard Product or Monitoring Service to render it non-infringing (c) replace such Standard Product or Monitoring Service with non-infringing Standard Product or Monitoring Service, or (d) refund the purchase price (less depreciation) of such Standard Product or Monitoring Service. Seller will not be responsible for any compromise or settlement made by Buyer without Seller's written consent. The foregoing states the entire liability of Seller for infringement.

**20. USE OF BUYER INTELLECTUAL PROPERTY.** Buyer hereby grants Seller a limited license to publish and/or use images of installed Products or Services purchased by Buyer, and Buyer's trade names, logos and/or registered marks in the format in which they are provided by Buyer (the "Buyer IP") for all purposes connected with the marketing and demonstration of Products purchased by Buyer. Seller may use the Buyer IP for advertising, seminars, demonstrations, and published materials relating to the Products, in all media and throughout the world. Nothing contained herein shall give or be construed as giving or assigning to Seller any right, title or interest in or to the Buyer IP. Seller shall place appropriate trademark and copyright notices on all materials using the Buyer IP. Buyer may withdraw permission to use the Buyer IP at any time upon written notice to Seller. Upon receipt of such notice, Seller will immediately cease

Terms and Timing of Buyer Cancellation	Penalty as a percentage of total purchase price
Orders cancelled 90 days or more prior to scheduled shipment date or after receipt of Purchase Order	30%
Orders cancelled between 89 and 60 days prior to scheduled shipment date	50%
Orders cancelled between 59 and 30 days prior to scheduled shipment date	70%
Orders cancelled 29 or fewer days prior to scheduled shipment date	100%

using the Buyer IP in new materials. However, Buyer acknowledges that previously published materials may continue in existence and use, and that Seller shall not be required to use more than commercially reasonable efforts to replace and update such materials.

**21. SELLER'S RIGHT OF POSSESSION/SECURITY INTEREST.**

- a. By placing an Order for the Products, the Buyer acknowledges, accepts and agrees that this Contract creates a purchase money security interest (as that term is defined in the PPS Act) in the Products as commercial property and, for avoidance of doubt, the proceeds of sale of the Products. The Buyer must, promptly upon request by the Seller, sign any documents (including any new agreements), provide all necessary information and do anything else required by the Buyer to ensure that the security interest is a perfected purchase money security interest (as that term is defined in the PPSA).
- b. Until payment to the Seller has been made in full for the Products, the Buyer acknowledges and agrees that in relation to Products that are inventory, the Buyer will not allow any security interest to arise in respect of the Products unless the Seller has perfected its purchase money security interest.
- c. Until payment to the Seller has been made in full for the Products, the Buyer acknowledges and agrees that in relation to Products that are inventory, the Buyer will not allow any non-purchase money security interest to arise in respect of the Products unless the Seller has perfected its purchase money security interest prior to the Buyer's possession of the Products.
- d. The Buyer waives its right under the PPS Act to receive a copy of any verification statement or financing change statement (as those terms are defined in the PPS Act)

**22. ADVERTISING.** Buyer is authorized, and to the extent necessary Seller hereby grants Buyer a limited license, to advertise its purchase of Products and Services from Seller, including the use Seller's products in Buyer's advertising. Seller reserves the right to rescind this authorization and license at its discretion, with or without cause, and without any liability to Buyer.

**23. FORCE MAJEURE.** Seller shall not be liable for any delay or failure to perform its obligations under the Contract arising out of causes beyond its reasonable control, including, but not limited to, acts of nature or public enemy, acts of other parties, acts of civil and military authority, epidemics, severe weather, shortage of components or fuel, power failures, strikes, lockouts, boycotts, or other labor matters, government regulations, or delays of Seller's subcontractors or suppliers in furnishing materials, tools or supplies due to any one or more of the foregoing causes.

**24. GOVERNING LAW AND JURISDICTION.** These terms and conditions are governed by and construed with reference to the laws for the time being in force in the State of New South Wales. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New South Wales, and of any courts that have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

**25. ASSIGNMENT.** Neither party may assign the Contract without the written consent of the other, except that Seller may assign the Contract without Buyer's consent to any of its subsidiaries or affiliates, or to any successor to Seller by reason of merger, consolidation, or sale of substantially all of its assets.

- 26. NOTICES.** Any notice(s) to be given shall be in writing and shall be conclusively presumed to have been given and received (a) upon receipt of confirmation after having been sent by facsimile or (b) four (4) days after having been sent by prepaid registered mail to Buyer's address on the Purchase Order or to Seller's address on the Order Acknowledgment.
- 27. SEVERABILITY.** The invalidity, in whole or in part, of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision.
- 28. AMBIGUITIES.** Any rule that ambiguities in a contract are to be resolved against the drafting party shall not apply in interpreting these Terms and Conditions.
- 29. RIGHTS CUMULATIVE.** All rights granted to the Vendor are cumulative and no exercise by either of the parties of any right under this Contract will restrict or prejudice the exercise of any other right granted by this Contract or otherwise available to the Vendor.
- 30. WAIVER.** The failure by the Vendor to enforce at any time or for any period any one or more of the terms or conditions of this Contract is not a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 31. COSTS.** Each of the parties will pay the costs and expenses incurred by it in connection with this Agreement.
- 32. NO PARTNERSHIP.** The parties are not partners or joint ventures.
- 33. THE VENDOR'S RIGHT TO ASSIGN.** This Contract and all rights under it may be assigned or transferred by the Vendor. The Purchaser may not assign or otherwise transfer its rights without the prior written consent of the Vendor.
- 34. WHOLE AGREEMENT.** Without limiting clause 4.1 and to the extent permitted by law, each party acknowledges that this Contract contains the whole agreement between the parties in relation to the subject matter of their dealings and it has not relied upon any oral or written representation made to it by the other party, or its employees or Distributors, and has made its own independent investigations into all matters relevant to the subject matter of their dealings.
- 35. SUPERSEDES PRIOR AGREEMENT.** This Contract supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the commencement date but without prejudice to any rights which have already accrued to either of the parties.
- 36. CHANGE OF ADDRESS.** Each of the parties will give notice to the other of the change or acquisition of any postal or email address or telephone, fax or similar number at the earliest possible opportunity but in any event within forty-eight (48) hours of such change or acquisition.
- 37. INTERPRETATION.**
- a. Headings contained in this Contract are for reference purposes only and will not be deemed to be any indication of the meaning of the clauses and sub clauses to which they relate.
  - b. In this Agreement, the singular includes the plural and vice versa, and each gender includes every other gender.
- 38. WARRANTIES BY THE PARTIES**
- a. Each of the parties warrants that it has the power to enter into this Contract and has obtained all necessary resolutions and approvals to do so.
  - b. The Purchaser warrants that:
    - (1) when entering into this Contract, it is not acting as the agent of any other person, company or other organization; and
    - (2) the Goods will not be used by the Purchaser for personal, domestic or household purposes.