

Warranty Conditions

Date: June 16th, 2021

1. Warranty Term:

1.1. 5-Year Warranty: All Phocos products except the Limited Warranty Items listed below are warranted to be free from defects in material and workmanship for a period of 5 years from the date of shipment to the Original End User, but a maximum of 6 years from the date of shipment to the Direct Customer of Phocos (named "Purchaser").

1.2. Limited Warranty Items: All "CA" and "CM" series solar charge controllers, FR-B series of refrigerators/freezers, "PSW-H" and "PSW-B" series inverters are warranted to be free from defects in material and workmanship for a period of 2-years from the date of shipment to the Original End User, but a maximum of 3 years from the date of shipment to the Purchaser.

2. Warranty Conditions: This Warranty is conditional upon the following: Within the warranty period Phocos will repair or replace at our option all failures, which are caused by material or manufacturing faults.

3. Void of Warranty Conditions: Phocos AG reserves the right to void the warranty for any or all of the below reasons.

3.1. Identification marks or serial numbers are removed or altered in any way.

3.2. Phocos invoice is unpaid.

3.3. The defect is the result of misuse, neglect, improper installation, PV or load currents exceeding the ratings of the product, damage occurring during shipment, environmental conditions, acts of nature such as lightning and weather extremes, non-authorized repair, alteration or accident.

4. Warranty Repair vs. Replacement:

4.1. A warranty repair does not extend the warranty period.

4.2. A replacement product assumes the remaining warranty of the product it replaces.

5. **Warranty Claim Procedure:** The warranty is granted to the Direct Customer of Phocos. Original End Users must contact their point of purchase to make a warranty claim. In case any part of the equipment proves to be defective, the Purchaser should do the following:

5.1. **Step 1:** Prepare a written statement of the nature of the defect to the best of the Purchaser's knowledge, and include the following:

- Date of purchase
- Place of purchase
- Purchaser's name, address, e-mail address and telephone number
- Short description of the error
- PV module type and array configuration
- Type and configuration of batteries (where applicable)
- Description of utilized system loads

5.2. **Step 2:** Contact your authorized Phocos distributor, Phocos sales office or Phocos AG and send the goods back to the location as instructed by the point of contact.

6. **Refunds:** No refund of the purchase price will be granted to the Purchaser, unless Phocos is unable to remedy the defect after having a reasonable time and number of opportunities to do so.

7. **Transportation Costs:** The Purchaser is required to bear all transport costs to the Phocos repair base in adequate packaging. Phocos will cover return transport costs to the specified location of the Purchaser. The return transport method shall be determined exclusively by Phocos. Phocos is not liable for any damage incurred in transit.

8. **Incidental/Consequential Damages:** Phocos AG is not responsible for incidental or consequential damages, including but not limited to lost profits, downtime, goodwill or damage to equipment or property.