WARRANTY CONDITIONS FOR PRODUCTS OF THE FRONIUS SOLAR ENERGY BUSINESS UNIT
FRONIUS WARRANTY AND FRONIUS WARRANTY PLUS

(Valid from: 01.01.2023)

1. General remarks

1.1. Fronius International GmbH (hereinafter FRONIUS) grants a voluntary manufacturer's warranty (Fronius Warranty or Fronius Warranty Plus) for the products it manufactures listed in section 2.1 (hereinafter "covered products") for the product warranty period specified and applicable below (hereinafter "warranty period"). The content and scope of the warranty statement issued by FRONIUS are defined exclusively by the following warranty conditions.
1.2. FRONIUS is entitled to amend these warranty conditions at any time with effect for the future. The warranty conditions are always those applicable at the time of product purchase.
1.3. **This warranty is in addition to and does not limit any legal or contractual claims or rights of the warranty holder.**

2. Scope

2.1. Covered products: The warranty applies to products purchased directly from FRONIUS, from an authorised FRONIUS distributor or professional installation company as new equipment and put into operation by a professional installer in accordance with the Operating and Installation Instructions. It refers exclusively to the device notified to FRONIUS with its serial number as part of the commissioning process and is limited to devices in the following product groups:

Fronius Inverter,
Fronius Datamanager,
Fronius Smart Meter,
Fronius Ohmpilot,
Fronius Wattpilot.

The following are excluded:

- Components of covered products that are subject to regular wear and tear. These include DC isolators, fuses, bayonet connectors, varistors, surge arresters, string fuses and mechanical screw connections if they are not properly tightened to the correct torque during installation.
- Devices provided by FRONIUS to customers as prototypes for test purposes.
- All parts or components not originally sold or marketed by FRONIUS are excluded from this warranty. This applies, for example, to all other components of the photovoltaic system, system expansions and components for system monitoring and data communication.

2.2. Warrantor: The warrantor is Fronius International GmbH, Froniusstrasse 1, A-4643 Pettenbach, Austria.
2.3. Warranty holder: The warranty holder is a person who has acquired the covered product pursuant to point 2.1 and is operating it for the first time in accordance with its intended use (first operator). Distributors and other resellers who do not operate the product for their own purposes are not entitled to the warranty. The warranty may be transferred by a first operator to another person together with the covered product and maintained, provided that (1) the covered product is not removed from the place of first use and (2) no modifications are made to the covered product. No new warranty agreement is entered into with the legal successor, who merely takes over the warranty of the first operator to the extent that it existed in relation to the first operator at the time of transfer. A legal successor who fulfils the applicable requirements is free to take out warranty extensions; see Section 9.
2.4 The warranty applies only to covered products started for the first time in Albania, Andorra, Bosnia and Herzegovina, Bulgaria, Canary Islands, Cyprus, Estonia, Finland, Iceland, India, Ireland, Kosovo, Latvia, Lithuania, Macedonia, Malta, Moldova, Montenegro, Norway, Romania, Serbia, Slovenia, Sweden and United Kingdom.

3. Warranty claim

3.1. A warranty claim exists if

- the covered product has a material or manufacturing defect for which FRONIUS is responsible,
- such a defect affects the operation of the covered product,
- the defect occurs during normal use of the covered product,
- and the warranty holder's claim is not excluded on the basis of Section 5 (warranty exclusions).

3.2. Defects that do not affect the proper functioning of the product (visual defects, blemishes) are not covered by this warranty.

4. Software updates

4.1. For the GEN24 product series and product series first placed on the market after 1 September 2020, the following applies:
4.2 If the warranty holder has **consented** to online access by FRONIUS, updates may be carried out automatically by FRONIUS. Prerequisites for online access by FRONIUS are (1) the establishment of a network connection with the covered product, (2) full commissioning including connection to FRONIUS Solar.web and (3) cost-free provision and maintenance of an Internet connection by the warranty holder.
Online access allows FRONIUS to detect technical malfunctions. As soon as a malfunction is diagnosed that requires intervention by FRONIUS to prevent a defect, it can be rectified by remote maintenance. As a result, further technical problems and damage to the product can be avoided and initial countermeasures can be taken depending on the detected malfunction.

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4.3. If the warranty holder has **not consented** to online access by FRONIUS, software updates may alternatively be installed by the warranty holder through a system partner authorised by FRONIUS. In this case, FRONIUS provides only the software update free of charge. FRONIUS will not bear additional costs of updating by the service partner (travel costs, labour, etc.) and such costs shall be borne by the warranty holder himself.
4.4. FRONIUS will always announce software updates at www.fronius.com/solar/softwareupdates. It is the warranty holder's responsibility to view announcements on a regular basis (at least every 3 months) and ensure that the necessary software updates are installed. Software updates include not only security and function-relevant adjustments, but also improvements to interfaces, known bug fixes and successive new features. Timely installation of software updates guarantees the best possible performance and serviceability of the covered product. It is the warranty holder's responsibility to ensure that the Internet connection is maintained during the warranty period. See Section 5 of the warranty conditions.
4.5. The warranty holder is also obliged to follow the Operating Instructions in the event of malfunctions or errors during operation.

5. Warranty exclusions

5.1. Warranty claims are excluded if the claimed defect was partly caused by:

- Failure to comply with the Installation or Operating Instructions during installation, commissioning and operation, and installation, commissioning or repair other than in compliance with relevant technical and professional standards
- Improper transport, storage or packaging
- Use of the covered product in a manner not corresponding to normal use
- Non-compliance with safety regulations for proper use
- Inadequate ventilation of the covered product
- Operation of the covered product in emergency power mode for more than the number of operating hours specified in the Operating Instructions
- Lack of maintenance or improper maintenance according to the Operating Instructions
- Non-installation or late installation of necessary software updates, unless the warranty holder has consented to online access by FRONIUS for the covered product according to 4.2
- Unauthorised intervention or intervention by third parties not authorised by FRONIUS in the covered product, in the form of openings, modifications, repairs, conversions and use of accessories not authorised by FRONIUS.
- Events that are due to circumstances for which FRONIUS is not responsible or that are not attributable to normal operating conditions, such as power fluctuations, overvoltage, lightning, fire, flooding, tampering or damage caused by the warranty holder or third parties, impact of foreign objects
- Force majeure.

6. Warranty services

6.1. In the event of a warranty claim, FRONIUS may choose from the following options:

- the defective unit is repaired on site or in a Repair Center operated or appointed by FRONIUS,
- the defective unit is exchanged for an equivalent unit of the same age, type and condition, or
- a credit note is issued for the market value applicable at the time of the service notification, which can be used to purchase a new FRONIUS product.

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6.2 In case of repair on site:
If FRONIUS decides that the defective unit should be repaired on site, the repair must be carried out by FRONIUS or a professional installer authorised by FRONIUS. The costs to be borne by FRONIUS depend on the applicable warranty model; see Section 7. The warranty holder shall provide unobstructed access to the covered products and provide any apparatus required by applicable occupational safety regulations free of charge.

6.3 In case of repair in a Repair Center operated or appointed by FRONIUS: If FRONIUS decides that the defective unit is to be repaired in a Repair Center operated by FRONIUS, the warranty holder shall ensure proper dismantling and transport to the Repair Center notified by FRONIUS. FRONIUS will arrange for the return of the repaired unit.

6.4 If FRONIUS decides that the defective unit is to be replaced, the Warranty holder undertakes to ensure proper dismantling and transport of the defective unit to the address notified by FRONIUS. FRONIUS may, at its discretion, arrange for a replacement unit to be sent before the defective unit is returned. In this case, FRONIUS is entitled to demand financial security in the amount of the value of the replacement unit, including transport costs. FRONIUS retains ownership of the supplied replacement unit until the defective unit has been received.

7. Warranty models

7.1. FRONIUS will only bear the costs arising in connection with warranty services to the extent of the respective warranty model declared applicable to the covered product in accordance with Table 1 ("Fronius Warranty" or "Fronius Warranty Plus").

7.2. "Fronius Warranty" model:

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FRONIUS provides the following service under the “Fronius Warranty”:

- The required spare part or the equivalent replacement unit is provided or the market value is refunded.

The following are not refunded:

- Costs of repair on site or at FRONIUS incurred in connection with the repair or provision of a replacement unit (travel costs and travel expenses, removal and installation costs relating to the defective component or unit, hours worked, repairs to the defective component or unit, installation of the replacement component, assembly of the replacement unit, etc.).
- Costs of shipping and transport to FRONIUS or to a FRONIUS Repair Center (including customs duties, export certificates, etc.) for the defective components or the defective unit and return of the replacement components or replacement unit to the warranty holder.

7.3. “Fronius Warranty Plus” model:

FRONIUS provides the following services under the “Fronius Warranty Plus”:

- The required spare part or the equivalent replacement unit is provided or the market value is refunded.
- FRONIUS bears the repair costs directly related to the removal and replacement of the component or the replacement unit if these services are carried out by FRONIUS or a professional installer appointed by FRONIUS.
- FRONIUS bears domestic shipping and transport costs of the FRONIUS components and of the defective unit to the nearest FRONIUS Repair Centre and of the replacement components or replacement unit.

The following are not refunded:

- Travel expenses, export certificates or customs duties are not covered by FRONIUS.
- Costs of work on other equipment of the warranty holder are not covered (necessary modifications to the existing photovoltaic system, the house installation or other equipment).
- However, due to technological progress, it is possible that a provided spare part or replacement unit is not compatible with the system monitoring or other components installed on site. Resulting costs and expenses are not part of this warranty and are not covered by FRONIUS.
- Costs of express deliveries are not covered.

7.4. Cost acceptance: If costs are incurred in providing warranty services for which FRONIUS is not liable under the applicable warranty model, these costs shall be borne by the warranty holder. FRONIUS may also check at any time whether the claim for warranty services is justified. If FRONIUS concludes that no warranty claim exists, the warranty holder must also bear the costs of materials, repair or replacement normally covered by the warranty (see either section 7.2. or 7.3.). FRONIUS is not obliged to provide services if the warranty holder or their authorised representative does not agree to bear the costs.

8. Warranty period

8.1 The warranty begins on the date of delivery of the covered product ex works FRONIUS. The warranty holder can find out the date by visiting www.solarweb.com and entering the serial number. The relevant warranty period is shown in Table 1.

8.2 If the unit is registered at www.solarweb.com within 30 months of delivery ex works FRONIUS, the warranty will commence on the date of commissioning rather than the date of delivery. The date of using for the first time must be entered during product registration.

8.3 If the covered product is replaced or repaired, the warranty period for the replaced or repaired product or component will not start afresh and no new warranty certificate will be issued. In this case too, the warranty ends on the date when the warranty for the originally delivered product covered by the warranty ends.

9. Warranty extensions

9.1 FRONIUS provides various options (free of charge or against payment) to extend the warranty for covered products; see Table 1. Warranty extensions are subject to the warranty conditions applicable at the time the original warranty agreement was concluded.

9.2 Warranty extensions can only be applied for within the specified period and in the manner indicated in Table 1. The warranty extension starts at the end of the original warranty period and is extended by the period of time stated in Table 1 and requested by the warranty holder.

9.3 A warranty extension always applies only to the product uniquely identified by the serial number.

9.4 If the warranty holder is given the option of extending the warranty against payment, the following also applies: The warranty extension only becomes effective upon payment in full. As long as the warranty holder is in default of payment, FRONIUS is not obliged to provide warranty services.

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Table 1 – Covered product, warranty model, warranty period, warranty extension option:

	Inverter	**Datamanager**	**Fronius Smart Meter** **Fronius Ohmpilot** **Fronius Wattpilot**
Warranty services from dispatch from Fronius factory	Fronius Warranty Plus	Fronius Warranty Plus	Fronius Warranty Plus
Warranty period from dispatch from Fronius factory	2 years	2 years	2 years
Free warranty extension	⁄ Possible ⁄ Extension period and warranty model: - to 5 years for Fronius Warranty Plus - to 7 years for Fronius Warranty ⁄ Conditions of eligibility: - Registration via www.solarweb.com - within 30 months of delivery	Automatically takes over the warranty period of the inverter in which the Datamanager has been installed.	No warranty extension possible
Paid warranty extension	⁄ Possible ⁄ Extension period and warranty model: - annual extension up to max. 20 years ⁄ Conditions of eligibility: - Registration via www.solarweb.com - Product is under warranty	Automatically takes over the warranty period of the inverter in which the Datamanager has been installed.	No warranty extension possible

10. Claiming services under warranty

10.1. The warranty holder must notify FRONIUS of any warranty claim for the covered product within the warranty period. To ensure efficient processing, the warranty holder should first contact their competent professional installer and instruct the installer to contact FRONIUS and deal with the service case. The following are required in order for FRONIUS to process warranty claims: (1) the commissioning report (including date of acceptance, date of commissioning, report of the energy company), (2) the invoice (including serial number), (3) a photo with fully legible type plate (4), proof of payment of the warranty extension fee if applicable, (5) full payment of the covered product or warranty extension.

10.2 While the claim is being processed, the warranty holder or their authorised representative must also provide FRONIUS with all further information in order to be able to carry out a proper fault diagnosis.

10.3. As long as the warranty holder or their authorised representative fails to meet the obligations according to Sections 10.1. and 10.2., FRONIUS shall not be obliged to provide services under this warranty. The warranty services must be agreed in advance with FRONIUS.

11. Data privacy statement

11.1. If warranty extensions are claimed via www.solarweb.com, FRONIUS will process personal data of the warranty holder.

11.2. If the warranty holder registers the product online, data will be processed by FRONIUS for the purpose of providing services. For detailed information, please refer to the data privacy statement at www.fronius.com.

12. Applicable law, jurisdiction

12.1. Claims arising from or in connection with this warranty are subject to Austrian law, to the exclusion of the UN Sales Convention. The place of performance for obligations under this warranty is Wels, Austria. If the warranty holder is a consumer according to Art. 6 of Regulation (EC) No. 593/2008, the choice of Austrian law shall not result in the consumer being deprived of the protection granted to them by the law of the country where they have their habitual residence and which cannot be derogated from by agreement.

12.2. If the warranty holder is not a consumer, the exclusive place of jurisdiction is Wels, Austria.

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