

TERMS AND CONDITIONS OF WARRANTY

1. General information

Zucchetti Centro Sistemi S.p.A. (hereinafter referred to as "ZCS"), alongside the warranties established by law, voluntarily grants a manufacturer's warranty applicable for the period set forth in the remainder of these conditions for its own brand products distributed by it. The following warranty conditions are the sole and only ones defining the content and coverage of the warranty statement issued by ZCS.

1.2 ZCS has the right to change these warranty conditions at any time with effect for the future. The warranty conditions in effect at the time of purchase of a product shall always apply.

1.3. This warranty shall take effect in addition to, but not limit, any legal or contractual rights of the Warrantee.

2. Legal Warranty

2.1. The products supplied are guaranteed for production defects and faults such as, by way of example, those pertaining to their quality and operation and are therefore assisted by all, none excluded, the guarantees provided for by law in relation to their specific characteristics. In particular, all rights and actions recognized to the consumer against the producer under Legislative Decree No. 206 of September 6, 2005 (Consumer Code) apply.

2.2. The manufacturer's warranty shall be for a period of two years from the sale from the expiration of the sixth month following the shipment of the product from the ZCS warehouse .

2.3. Verification of the defect or defect and warranty work shall be performed by the installer; if this is not possible, the work shall be handled by ZCS or its Service Partners authorized by ZCS.

2.4. The Consumer should, as a priority, contact the installer who supplied the product; failing that, the Consumer should contact the ZCS contacts indicated on the product or found at www.zcsazzurro.com.

3. Conventional Guarantee

3.1. For Azzurro brand inverters, ZCS provides a contractual warranty that operates alongside the dealer's warranty obligations under the law.

3.2 ZCS offers free of charge, a conventional warranty related to all of its Azure ZCS branded devices with a duration of 120 months (10 years) or 60 months (5 years) depending on the country of installation or the current commercial negotiation, starting from the date of the document accompanying the warranty extension request.

The warranty is extended for a maximum of one additional year, 132 months (eleven years) and 72 months (six years). having reference as the beginning of the effective date the date on which the material left the ZCS warehouses.

3.3. Exceptions are certain types of products for which the conventional warranty is recognized by ZCS in the following terms of duration:

- Monitoring products Dataloggers, Wi-Fi Kits, Ethernet Kits and accessories for which the conventional warranty period is 24 months (2 years).
- Electric vehicle charging systems and related accessories for which the conventional warranty period is 24 months (2 years)

3.4. In order to benefit from the above conventional warranty, the Customer must necessarily register the product by filling out the appropriate form on the website www.zcsazzurro.com within and no later than three months from the date of purchase, attaching a copy of the purchase documents of the goods in question. In the event that the Buyer fails to register within the above terms or cannot produce the purchase documents, the terms provided by the legal regulations on legal warranty for lack of conformity will apply and the conventional warranty will not be activated.

4. Service activation procedure

4.1. In the event that the Azure-branded ZCS product is found to have functional defects, the purchaser should contact their installer.

4.2. If there is no response from the installer, the Buyer must activate the procedure for warranty service and repair/replacement by completing the appropriate form on the website www.zcsazzurro.com.

4.3. The following information and documents related to the failed product must be provided to initiate the warranty service claim procedure:

- a) Product model (e.g. 6000TLM-V3) and serial ID (e.g. ZH3ES160..).
- b) Copy of purchase invoice
- c) Image file of product installation and any error messages on display (if any) and/or additional information on failure modes
- d) Detailed information of the PV system (e.g., make and model of modules, DC diagram, etc.)
- e) Any documentation of previous service/replacement requests on the same system (if any)

4.4. In order to continue the provision of agreed upon support services, the applicant for such services will be required to enter tax information, this information will be used to charge costs if the legal warranty or conventional warranty does not apply.

4.5. The purchaser shall retain the original packaging for the duration of the statutory and conventional warranty period.

5. Performance under warranty

5.1. To ensure the best service to end customers, all installers and official dealers are required to respond to service requests. ZCS will take action on any unit or part thereof for which a design or construction defect is demonstrated during the warranty period as specified below.

5.2. In the event that a product proves to be defective and inoperable during the warranty period ZCS will:

- Fix the problem by updating the software to the latest firmware version released or changing configurations; or
- Repair the defect at the ZCS location or at the customer's location; or
- Provide an equivalent replacement device (repaired, reconditioned or upgraded model with at least equivalent functions) or a new device; or
- Have these services performed by ZCS service partners who have undergone appropriate training.

5.3. Warranty work on readily replaceable components will be carried out by ZCS's dispatch of the replacement components so as to enable the installer, indicated by ZCS or directly by the user, to replace the individual defective or defective component independently, and at its own care, as per the instructions that will be provided with the replacement component.

These components must be disposed of by the Customer.

5.4. In case the product needs to be replaced the remaining warranty period will be assigned to the product supplied as replacement, otherwise the warranty of the original unit will continue normally. If, after replacement, the remaining warranty period is less than 1 year, the warranty will automatically be extended to 1 year for the product supplied as replacement.

5.5. Warranty includes all labor and material costs necessary to restore failed products.

5.6. In the case of replacement of the product under warranty, the costs of collection and transport of both the damaged and the replacement product shall be borne by ZCS only if the damaged product is made available for collection, with the original packaging or equivalent.

If the damaged product is not made available for collection within 30 days of delivery of the replacement product, the conventional guarantee will lose effectiveness and the product supplied in substitution will be invoiced to the data supplied in phase of compilation of the demand.

It will be the Customer's responsibility to dispose of the product not returned.

5.7. As a result of warranty replacement, the replacement product will become the property of the Customer and the defective Product will become the property of ZCS; ZCS will then be authorized to remanufacture or dispose of the returned defective product.

5.8. For work provided during the warranty period and in the presence of all the requirements set forth in these warranty conditions, ZCS shall provide lump-sum compensation for the work of installers to cover part of the expenses incurred in performing the work, such compensation to be regulated in accordance with the guidance periodically made available by ZCS.

5.9 ZCS reserves the right to have warranty service work performed using third parties.

5.10. In order to manage some specific types of anomalies, ZCS may decide to send temporary free use accessories to the installer. If the sent accessories are not returned to ZCS within one year from the date of shipment, ZCS will invoice the cost of the goods to the data provided during the completion of the request.

6. Warranty exclusions and limitations

6.1. Any malfunction or defect will not be covered by the manufacturer's warranty in the following cases (official dealers and distributors are responsible for and authorized by ZCS to perform the relevant checks):

- 1) Service procedure activation and warranty repair/replacement form not completed or not sent to ZCS.
- 2) Modified devices in whole or in part, replacement of components or changes in unit or system structure with parts not approved by ZCS.
This may include dedicated storage units, in this case 3000SP and hybrid inverters, when associated with non-ZCS-supplied batteries if these system modifications compromise the proper functioning of ZCS-supplied parts.
- 3) Replacements or attempted repairs performed by non-ZCS technicians, or unit serials deleted or seals removed.
- 4) Unit installed or started incorrectly and otherwise not in accordance with the procedures provided by ZCS.
- 5) Maneuvers performed by the end customer or other person, contrary to the safety regulations provided in the country of installation (VDE standard or equivalent).
- 6) Unit damaged due to improper storage or damaged during storage by distributor or end customer.
- 7) Defect occurred during transportation due to unsuitable packaging.
- 8) Failure to comply with the provisions and directions in the manual, installation guide, and maintenance rules.
- 9) Unit used incorrectly or improperly.
- 10) Insufficient ventilation for the unit.
- 11) Maintenance procedures not followed correctly.
- 12) Matching devices to battery devices and inverters not supplied by ZCS.
- 13) Defects or malfunction caused by force majeure, e.g., violent atmospheric factors, lightning, fire, surge, high inrush current, removal of wiring.
- 14) Damage of a purely cosmetic nature with no impact on the functionality of the unit.
- 15) The warranty period as defined above has already expired.
- 16) Exposure to temperatures outside those permitted and listed in product data sheets.
- 17) Water, moisture, dust and corrosive gases.
- 18) Theft or vandalism on the product or any of its components.
- 19) Deep discharge or internal cell imbalance caused by negligence on the part of the purchaser or installer, reference is made to installation errors or cases where batteries are left off for more than three months or are in a condition where they are unable to perform their normal function.
- 20) Inability to verify the cause of the failure or defect of the product due to the failure of the component not made available for technical analysis by the Customer within the period specified in paragraph 5.6.
- 21) Incorrect or nonconforming wiring or connections or configurations performed by the purchaser or installer or any repair technician not authorized by ZCS
- 22) Polarity reversal or short circuit.

6.2. Fuses and all other parts subject to wear and tear are excluded from the warranty. Any warranty service is free of charge only and only if the actions are agreed with ZCS or the distributor/reseller in advance.

6.3. If it is found that the defect or defect does not exist or is outside the scope of the legal or conventional warranty the activities performed and services rendered will be duly invoiced to the Client.

6.4 If the material withdrawn for verification and not for replacement under warranty is found to be repairable out of warranty, the costs of analysis and processing will be invoiced to the Customer and the product will be returned only upon receipt of payment.

In the event that the Customer fails to make payment and give feedback within 15 days of receiving the repair estimate, the product will become the property of Zcs who will then be authorized to remanufacture or dispose of it.

6.5. If the material taken back for verification and not for replacement under warranty is found to be nonrepairable out of warranty, the cost of analysis and processing will be billed to the Customer, the product will become the property of Zcs which will then be authorized for disposal.

6.6. The warranty does not include damage from limited plant energy production, failure of self-consumption and similar events nor loss or consequential damage caused by product malfunction.

6.7. The exclusions and limitations in these general conditions apply to all warranties offered to the Customer and to all orders under the rules listed above.

6.8. The warranties set forth herein are exclusive and supplement and/or supersede all other statutory warranties, express or implied. Except where this is expressly stated in writing in a document authorized by ZCS, ZCS shall not be subject to any obligation or liability of any kind except as set forth above with respect to the product sold or services provided.

6.9. Notwithstanding anything to the contrary contained herein, ZCS excludes for itself and its suppliers at any tier, any liability based on contract, negligence (including negligence or strict liability) or otherwise for lost time, lost profits or special, indirect, incidental or consequential damages of any kind.

6.10. The remedies granted to the customer shall be exclusive and the aggregate liability of ZCS and its suppliers of any tier with respect to these warranty conditions or actions in connection herewith, such as the use of any product not working or defective under these warranty conditions, determined by manufacturer's liability, shall not result in compensation of greater value than the price of the product, component or service to which such liability relates.

7. Data protection.

7.1. When to activate the procedure for warranty service and repair/replacement through filling out the appropriate form on the website www.zcsazzurro.com. ZCS collects and processes personal data of the warranty beneficiary.

7.2. Data are collected and processed for the purpose of service delivery by ZCS.

For more information on this, see the privacy policy at www.zcsazzurro.com.

8. Miscellaneous Provisions - Applicable Law and Jurisdiction.

8.1. No person other than an authorized representative of ZCS may make changes, extensions, or additions to these warranty terms and conditions.

8.2. If any provision of these Product Warranty Terms and Conditions is held invalid or unenforceable by a court or award in arbitration, the validity or enforceability of such provision shall not affect the other provisions of these Product Warranty Terms and Conditions, which shall remain in full force and effect.

8.3. These warranty terms and conditions shall be governed by and construed on the basis of and in application of Italian law excluding Italian conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. The exclusive jurisdiction is Italian and the exclusive place of jurisdiction is Arezzo, Italy.