

# LIMITED WARRANTY STATEMENT CSI SOLAR INVERTER AND ACCESSORIES PRODUCTS (FOR EUROPE, MIDDLE EAST, AND AFRICA ONLY)

Effective MAY 17th, 2024

### **STANDARD WARRANTY**

This Limited Warranty Statement will apply to CSI Solar Co., Ltd. ("CSI Solar") inverters and inverter accessory products as further defined below (collectively, "Product/s"), that are sold and installed in Europe, Middle East and Africa. Products covered by this Limited Warranty Statement include the following:

Inverters: Components allowing for DC input current conversion into AC output current.

Product Name		
CSI-15K-T4001A-E	CSI-17K-T4001A-E	CSI-20K-T4001A-E
CSI-23K-T4001A-E	CSI-25K-T4001A-E	
CSI-40K-T4001A-E	CSI-50K-T4001A-E	CSI-60K-T4001A-E
CSI-100K- T4001A-E	CSI-110K- T4001A-E	CSI-120K- T4001A-E
CSI-100K- T4001B-E	CSI-110K- T4001B-E	CSI-120K- T4001B-E
CSI-333K-T8001A-E	CSI-333K-T8001B-E	
CSI-350K-T8001A-E	CSI-350K-T8001B-E	

**Solar inverter accessory products:** Ancillary components extending the functionality of the Solar Inverter e.g., monitoring equipment, and other instrumentation.

Product Name	
Wi-Fi or LAN Stick	
Datalogger	
CSI-EPM	
Smart Meter	
Current transformer	
Smart Array controller	

Subject to the limitations and exclusions contained herein, CSI Solar warrants to the original Buyer (the "Buyer") that Products shall, during the applicable Warranty Period, (as set out below) be free from defects in materials and workmanship which have an adverse effect on Products functionality under normal application, installation, use, and service conditions as specified in CSI Solar's standard product documentation such as the installation manual and its annexes.

The Warranty Period under this Limited Warranty Statement for CSI Solar Inverters shall be ten (10) years (excluding CSI-333K-T8001A-E, CSI-333K-T8001B-E, CSI-350K-T8001A-E, CSI-350K-T8001B-E are five (5) years), and the Warranty Period for CSI Solar Inverter accessory products shall be two (2) years, or the minimum warranty period required by any mandatory applicable law in each case starting from the Warranty Effective Date as set out below.

Claims under the Limited Warranty Statement shall be accepted by CSI Solar only if the Buyer can prove that the malfunctioning or non-conformity of a product has resulted exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in CSI Solar's standard product documentation.

# **WARRANTY EFFECTIVE DATE**

The Warranty Effective Date shall be the day after the completion of the first installation of the Products or ninety (90) days after the delivery (Incoterms of 2020) of the Products to the Buyer, whichever date is earlier. The Warranty Period is calculated based on calendar years. For example, the first year of the Warranty Period is from the Warranty Start Date to the 365th day, and so on.

## **WARRANTY EXTENSION**

For CSI Solar Inverters, the Warranty Period can be extended up to twenty (20) years (excluding CSI-333K-T8001A-E, CSI-333K-T8001B-E, CSI-350K-T8001B-E are ten (10) years) at the Buyer's option prior to the applicable Warranty Effective Date. A purchased warranty extension is granted to one inverter unit only and is not transferable.



### **EXCEPTIONS AND EXCLUSIONS**

The following clauses will render this Limited Warranties inapplicable or null and void:

- Misuse, abuse and/or improper use, negligence, improper installation, physical damage, or alteration, either internally or externally, use in an unsuitable environment for the Products, including any environment or location that causes excessive wear and tear or debris buildup within the Products.
- Where repairs have been performed on the Products by someone other than by an authorized service provider of CSI Solar.
- Where the Products have not been paid for in full by the Buyer in accordance with required payment terms.
- Where the Products are used as a component part of another product expressly warranted by another manufacturer.
- Any modification or removal of marks, reverse engineering, or alteration of the original Products and of its original identification and serial number.
- Failure to commission the Product within twenty-four (24) months from the date of the commercial invoice.
- If the Product has been commissioned and shut down or depowered for a period of more than twenty-four (24)
  months,

The following are not included within the scope or application of this Limited Warranties:

- Normal wear and tear.
- Harsh environmental conditions cause any rust that appears on the device's enclosure. Faults or damage caused by
  exposure to seacoasts/saltwater or other aggressive atmospheres or environmental conditions without CSI's written
  confirmation/approval prior to the installation.
- Damage caused by fire, biological infestations, or any animals or insects.
- Damage caused by improper installation, operation or maintenance not performed in accordance with the product documentation or any local, provincial, state, or federal codes and requirements.
- Third party equipment, component parts, software or monitoring systems or damage caused by any of the foregoing.
- Damage from improper handling, shipping, or transportation.
- Material or workmanship not provided by CSI Solar or its authorized service providers.
- Replaceable service items, including fuses and filters.
- Any costs incurred by the Buyer or installer for troubleshooting, installation, removal of the Products.
- Damage caused by force majeure events or accidents, including but not limited to flood, fire, earthquakes, and lightning.
- Damage to Products caused by external events such as high input voltage from generators and electrical grid events outside the specifications of the Products, including but not limited to harmonics, voltage transients, flickering and frequency events.

In addition, the Limited Warranties do not include a warranty of uninterrupted or error-free operation of the Products, the Limited Warranties also do not cover any color change on Products or any other changes on Products appearance that do not represent defects, insofar as the change in appearance does not stem from defects in materials and/or workmanship and does not impact the functionality of the Products.

#### **REMEDIES**

If the Product fails to conform to this Limited Warranty Statement during the applicable Warranty Period, CSI Solar will, at its option, either repair the affected Product, replace it with a product of the same type (or equivalent type if the same type is not then available), or refund the appropriate residual market value of the affected Product unless otherwise required by any mandatory applicable law.

Unless a special/unique agreement exists between CSI and the Buyer, the CSI Limited Warranty Statement covers only the cost of hardware material required to get the device functioning again.

If the allegedly defective Product that is returned to CSI (or service partner) pursuant to this Limited Warranty Statement is found by CSI to be free of defects or the defects are caused by any of the factors listed on the warranty exceptions and exclusions section, CSI will charge a flat rate inspection charge for each Product of €250, plus any warranty logistics costs incurred by CSI. In the event that CSI ships a replacement Product to the Buyer before its inspection and thereafter determines the alleged defective Product to be defect free based on its inspection, CSI will (i) return the defect free Product to the Buyer and (ii) charge the Buyer for the replacement Product.



## **Transportation**

#### Costs:

These warranty conditions apply to all countries, subject to the conditions listed below. The warranty coverage (Warranty Return and Repair Process) varies depending on the installation site of the Product.

#### **Primary Support Countries and Locations:**

Countries within the European Union (excluding their associated islands and overseas territories).

#### Warranty Return and Repair Process:

When Products are installed in CSI Primary Support Country, the Limited Warranty includes repair or replacement Products or parts, transportation costs, and export certifications.

In some cases, the claimant needs to organize the return of the allegedly defective Product (incl. Accessories) to CSI and should confirm with CSI the shipment schedule in advance. As Products need to be packaged properly, CSI suggests using packaging material the same size as the product package at the time of purchase. If the allegedly defective Product is not returned within six (6) weeks of the replacement unit being received by the claimant, CSI will invoice the claimant for the replacement unit in addition to the delivery and associated service charges.

Visually evident damage caused by shipping or mishandling is to be reported to the freight carrier within twenty-four (24) hours. Shipping damage is the freight carrier's responsibility, not CSI, and should always be noted with the freight carrier before accepting and signing the Product.

When the Product is installed outside of the mentioned primary support countries, CSI will cover the outbound and inbound transportation costs by using normal ground transportation up to a total amount (please contact CSI for the rate) per case. The claimant must cover any excess costs, or any costs generated by using another method of transportation. In some cases, the claimant needs to organize the return of the allegedly defective Inverter (including accessories) to CSI and should confirm with CSI the shipment schedule in advance.

On-site service labor costs: in some areas or business cases, to encourage the claimant using the installer's facilities to fix the problem, CSI may, at its sole discretion, decide to offer a rebate (please contact CSI for the rate) to the claimant or local installer/electrician to cover the on-site service labor under the following conditions:

- 1. The rebate will apply only to the party who has carried out on-site service for the allegedly defective Product.
- 2. The allegedly defective product has been returned to CSI and is deemed to have workmanship or material defects upon testing and inspection by CSI.
- 3. The claimant must contact CSI prior to the site visit for authorization. If the site is a remote area or if the installer is unable to be on-site, CSI recommends the claimant find a local electrician to carry out the on-site service.
- 4. The service rebate must be claimed within two (2) months of the date upon which the on-site service is authorized by CSI.

Any repair or replacement of an affected Product shall not increase the applicable Warranty Period. The Warranty Period for the replaced or repaired Product is the remainder of the Warranty Period for the affected Product. Ownership of all Products and parts that have been replaced shall automatically be passed to CSI Solar, and the Buyer waives any right, title, and/or interests over the same.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CSI SOLAR'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY.



#### **CLAIM PROCESS**

If the Buyer believes that it has a justified claim covered by the limited warranty set forth above, then the Buyer shall submit a claim in writing without undue delay after the defect is detected or should have been detected, with supporting information including but not limited to:

- The serial number and part number of Your Product
- A copy of Your dated commercial invoice
- Information about the installation and commissioning or inspection certificate
- Information about the failure

within the applicable Warranty Period specified above to the following address, or such future address as CSI Solar may provide from time to time:

Europe, Middle East & Africa Canadian Solar EMEA GmbH Customer Service Department Radlkoferstrasse 2, 81373 Munich, Germany

Tel: +49 89 5199689 2525

E-mail: service.emea@csisolar.com

Upon receipt of such written claims, CSI Solar may seek further verification of the Buyer's claim of a breach of the foregoing Limited Warranty (ies).

### **WARRANTY ASSIGNMENT**

This Limited Warranty is transferrable to a party taking legal title to the P r o d u c t s, provided that the Products remain installed in its original installation location.

## **NO INDEPENDENT WARRANTIES**

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single defect, then if CSI Solar remedies that defect as set forth above, CSI Solar shall be deemed to have resolved all applicable warranty claims arising from that defect.

#### **DISPUTE RESOLUTION**

In the case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and CSI Solar.

#### **DISCLAIMERS**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CSI SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CSI SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER IN SUCH JURISDICTIONS.



#### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CSI SOLAR HEREBY DISCLAIMS AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CSI SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIALDAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF CSI SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CSI SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CSI SOLAR BY THE BUYER FOR THE PRODUCTS IN THE CASE OF A WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER IN SUCH JURISDICITIONS.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT A FFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTIAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY TO YOU IN THOSE AREAS.

## **NOTE**

In the event of any inconsistency among different language versions of this warranty statement, the English version shall prevail. The installation and handling of the Products require professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the Products.