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## TOMMATECH

### **WARRANTY CONDITIONS FOR ON-GRID, OFF-GRID, HYBRID INVERTERS, CHARGE CONTROLLERS AND IRRIGATION INVERTERS**

This warranty policy sets out the warranty conditions and replacement and repair procedures applicable to TommaTech brand on-grid, off-grid, hybrid inverters, charge controllers and irrigation inverters ("products") ("Warranty Conditions"). TommaTech GmbH is not obligated to repair or replace any product if TommaTech GmbH determines, in its sole discretion, that the damage/defect to the products does not conform to these warranty terms. TommaTech GmbH reserves the right to modify these warranty conditions due to commercial and technological developments. If a warranty certificate has been issued by TommaTech GmbH specifically for a particular country or region, the warranty conditions issued for the relevant country or region will apply to the products sold in that country or region.

#### **1. Warranty Claims**

This Warranty Policy covers TommaTech-branded on-grid, off-grid, hybrid inverters, charge controllers, and irrigation inverters only. The warranty period of the products starts from the date of issue of the sales invoice by TommaTech GmbH. Repair or replacement services are available only for the products whose defect or malfunction is covered by the warranty conditions and only within the warranty period.

This Warranty Policy applies to original TommaTech products in the installed condition at the place of initial installation. This warranty shall only apply to original products installed in accordance with the user manuals and warranty conditions by a suitably qualified professional electrician authorized by TommaTech GmbH. This warranty policy shall be void if the products are sold through unlicensed sales channels and/or second hand. End consumers who have purchased TommaTech brand inverters from a seller other than TommaTech GmbH must first contact the relevant seller from whom they purchased the product for warranty claims.

#### **TommaTech On-Grid and Hybrid Inverters**

The standard warranty period for TommaTech on-grid inverters and for hybrid inverters (on-grid or off-grid) is 5 (five) years from the date of issue of the sales invoice by TommaTech GmbH.

#### **Off-Grid Inverters - Charge Controller - Irrigation Inverters - Accessories**

The standard warranty period for TommaTech brand off-grid inverters, hybrid inverters, solar charge controllers, irrigation inverters and accessories (Remote Monitoring and Communication Devices for Sollar Irrigation inverters, Trio EPS Parallel Box, Booster Parallel Box, Battery Parallel Box, Heat pump Controller, Mobile Wi-Fi, Mobile 4G, Mobile LAN, Uno-Smart Meter, Trio-Smart Meter, Uno-EPS Box, Trio-EPS Box, Wi-Fi Dongle, Wi-Fi Dongle Plus, Lan Dongle, Wi-Fi + Lan Dongle, CT, High-Tech Accessory Set, Smart Controller, 4G Dongle etc.) is 2 (two) years from the date of issue of the sales invoice by TommaTech GmbH.

#### **2. Limited Warranty**

No problems, damages or malfunctions are covered by this warranty except for problems and malfunctions caused by the manufacture of the products, including but not limited to the causes listed below.

1. Problems, defects and malfunctions arising from external causes such as, but not limited to, power failure, power surge, lightning, explosion, fire, flood, earthquake, typhoon, hurricane, tornado, cyclone, volcano eruption, tsunami, lightning strikes on or around the products and accessories, problems, defects and malfunctions caused by external factors and unforeseen circumstances such as snow and salt damages, weather and natural phenomena, natural disasters, acid rain, smoke, air pollution or other pollution, dirt or dust on the products and accessories, intentional or negligent damages and actions by the user of the products or third parties, negligent or intentional accidents, force majeure, etc,

2. Problems, defects and malfunctions beyond the control of TommaTech GmbH,
3. Incorrect or improper use of the product, user errors,
4. Defects, problems and malfunctions resulting from the use of the Product for purposes other than its design or intended use,
5. Improper, incorrect or unauthorized installation, commissioning, maintenance, operation or modification,
6. Problems, defects and malfunctions resulting from the removal of products or accessories and/or their mechanisms, utilities, parts or equipment,
7. Inadequate ventilation and circulation resulting in reduced cooling and natural airflow,
8. Installation in a corrosive environment,
9. Damage caused during transportation or carrying of the Products,
10. Physical (death, injury, etc.) or material damages to living or non-living things,
11. The inverter display does not work due to reasons not caused by the production of the product,
12. Intervention, disassembly, re-installation, replacement, exchange, maintenance, processing or modification of the Product or its components by persons other than TommaTech GmbH or its authorized persons,
13. Any breakage, cracking or damage to the products due to external influences and factors,
14. If the model, type, label or serial number of the products has been changed, erased or rendered illegible,
15. Use of the Products in a way that violates the intellectual property rights of TommaTech GmbH or third parties, such as patents, utility models, trademarks, copyrights, design rights, etc,
16. Faults, problems and malfunctions arising from the installation, commissioning and application of the products or other products, materials and accessories specified in these warranty terms,
17. Problems, defects and malfunctions caused by other products and materials in the solar energy system,
18. Problems, defects and malfunctions resulting from the use of products and accessories in mobile units, including but not limited to vehicles, vessels, etc,
19. Expiration of the warranty period of the product,
20. Failure to return the replaced goods to TommaTech GmbH or its cooperating distributors within 15 (fifteen) days after the respective request of TommaTech GmbH,
21. Problems, defects and malfunctions resulting from the transportation and storage of the product under unsuitable conditions,
22. Problems, defects and malfunctions arising due to an inappropriate location and installation area in accordance with the specifications of the products and accessories,
23. Problems, defects and malfunctions occurring in the products and the system in which the products are used due to the electrical infrastructure in the installation location,
24. Problems, defects and malfunctions caused by improper installation and application in accordance with the product instructions, user manuals, safety rules and labels on the products,
25. If the model, type, label or serial number of the product has been changed or erased or has become illegible,
26. Moving the product from the original place of installation to another location,
27. Failure to notify TommaTech GmbH of the malfunction of the product immediately after it has occurred,
28. Errors or defects caused by third-party embedded or external software or hardware (e.g. devices controlling inverters or devices controlling the charging or discharging of the battery) without the written consent of TommaTech GmbH,
29. Modification, tampering or alteration of the product,
30. Defects that adversely affect the proper operation of the inverter or accessory,
31. Usual and reasonable wear and tear,
32. Taxes, import/export fees or costs and other general administrative costs,

Replacement inverters or technically upgraded accessories may not be fully compatible with other components of the photovoltaic system. Costs incurred as a result of these will not be covered by the warranty. Furthermore, claims for compensation for direct or indirect damages caused by defective products or other installations of the

PV system, or any other damages and costs, including but not limited to loss of power generated, loss of profit, loss of opportunity during the period the product is not in operation, are excluded from the warranty. In any case, the total liability of TommaTech GmbH under these warranty conditions shall not exceed the purchase price of the product claimed to be defective under the warranty by TommaTech GmbH.

This warranty policy does not cover materials or equipment (battery, cables, construction material, etc.) not manufactured by TommaTech GmbH and does not cover defects or malfunctions in such materials or equipment that may occur for any reason.

This Warranty Policy does not cover claims for products with cosmetic or superficial defects, dents, dings, marks or scratches that do not affect the proper functioning of the product.

Claims exceeding these warranty conditions are not covered by the warranty. In addition, all external and auxiliary parts and units (e.g. monitoring/communication devices, batteries, hardware/software controllers, etc.) installed on the products by third parties are excluded from the warranty.

TommaTech GmbH accepts no liability under this warranty policy (or any other warranty condition or assurance) in the event that the total price of the products is not paid by the due date for payment.

Replacement or repair of products or their components under warranty does not extend the existing warranty period. No replacement warranty period is granted for repaired or replaced products or components. The warranty period of the product or component replaced or repaired under warranty shall be the remaining warranty period of the first product after replacement or repair.

For the products that are out of warranty or for whose warranty period has expired, TommaTech GmbH shall charge additional costs, including, but not limited to, technical service fees, spare parts fees, material fees, labour costs, shipping costs, etc.

For better analysis of warranty claims and troubleshooting, it is recommended that the user registers the products online in the TommaTech-Portal system. Otherwise, the user will need to provide detailed information on the TommaTech RMA form for warranty claims.

In terms of irrigation inverters, the total load connected to a grid-supported or off-grid system should be calculated according to the rated power of the system. Especially for inductive loads, miscalculation or lack of PV power generation suitable for the system may cause malfunction. Problems, defects and malfunctions caused by this reason will be out of warranty.

For off-grid and hybrid inverters, the total load connected to an off-grid system should be calculated according to its rated power. Miscalculation, especially for inductive loads, may cause overload failures at night or when there is not enough PV power generation and remaining battery capacity. Problems, defects and malfunctions caused by this reason will not be covered by the warranty.

Off-grid, On-grid, Hybrid and Irrigation inverters must be inspected annually by a qualified electrician and documented with a test protocol. Failure to comply with this, or failure to fulfil any requirements for maintenance of the inverter, may exclude the product from warranty coverage.

- **On-site service cost:** Travel cost and time required for technicians to provide on-site service, labour cost for technician to install, inspect, repair, test and maintain products, etc.

- **Material cost:** The cost of procuring and/or replacing products, parts, components or other related materials.

- **Shipping costs:** Delivery costs, including the cost of sending the product from the user to TommaTech GmbH and/or the cost of sending the repaired/replaced product from TommaTech GmbH to the user.

### 3. Repair and Replacement Service

Any request for the repair or replacement of any product eligible for repair or replacement within the warranty period under the terms of this warranty requires the following elements to be submitted to TommaTech GmbH.

1. Product and fault data such as product model, serial number, fault code, fault description, etc,
2. Project of the entire installed system, including details of other products (solar panels, batteries, cables, etc.), a list of selected settings, single line diagram and informative pictures,
3. Commissioning report proving that the installation was carried out according to the user manual,
4. Description of the malfunction, including informative pictures,
5. Copy of the original purchase invoice and payment receipts,
6. Valid warranty certificate,
7. Test report issued by a qualified electrician,
8. Documentation of previous requests/changes (if any),
9. Other supporting documents as may be requested by TommaTech GmbH,

**TommaTech GmbH reserves the right to refuse replacement or repair claims where the above information and documentation is not provided.** For warranty claims, the local seller where the product was purchased or the contractor who installed it must be notified immediately. The relevant seller or contractor will contact TommaTech Technical Service if necessary. If the claimant does not receive a response or service from the seller or contractor regarding the warranty claim or is dissatisfied with their service, the claimant may contact the TommaTech Technical Service Unit (support@TommaTech.de) to report their warranty claim.

#### 4. Liability of TommaTech GmbH

After complete submission to TommaTech GmbH of the required information and documentation listed in Section 3 and after attempts to rectify the problem, with customer support where necessary, TommaTech GmbH will assign a unique case number to the installing contractor or customer. This case number will be used as a reference in all communications regarding warranty claims. Customers must send the allegedly defective product to TommaTech GmbH packed in the original packaging in such a way that it is not damaged during transportation. If, after receipt and inspection of the allegedly defective product as specified, it is determined by TommaTech GmbH that the alleged defect in the product is covered by the warranty, TommaTech GmbH may, at its sole discretion, depending on the nature of the defect;

- correct the defect by updating the product's software or changing configurations,
- can repair the product under warranty,
- may provide an equivalent replacement (repaired, refurbished or upgraded model with at least equivalent functions) or a new device.

TommaTech GmbH may arrange for warranty services to be performed by designated technical service partners.

#### 5. Liability of the Contractor or Seller

Contractors installing or selling a TommaTech inverter are required to cooperate with TommaTech GmbH in order to correct the fault or error message through remote support or PC connections by contacting the TommaTech GmbH Technical Service-Centre directly for warranty processing of the product that has failed under warranty.

#### 6. Inspection and Technical Service Fee for Inverters Not Under Warranty or Found Defective

In the event that TommaTech GmbH determines that a product claimed to be defective under warranty is not warranted or defective, TommaTech GmbH reserves the right to charge the customer the inspection and technical service fee determined for each product, plus shipping and packaging costs.

#### 7. Extended Warranty

For TommaTech on-grid inverters, as well as for TommaTech Uno-Hybrid and Trio-Hybrid products, it is possible to purchase an extended warranty for a period to be determined by TommaTech GmbH and at a price to be charged by TommaTech GmbH. The final decision whether or not to apply an extended warranty to the product is solely at the discretion of TommaTech GmbH.