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Warranty Terms & Conditions

for TommaTech Off-Grid and SPI Products
V2305.17

Introduction

1. TommaTech GmbH (hereinafter referred to as TommaTech) provides the following limited* warranty for TommaTech off-grid, hybrid, power, and SPI inverters as well as charge controllers, including their accessories (hereinafter referred to as Products) to dealers, installers, official distributors and/or to the end customer, depending on who purchased the Products from TommaTech (hereinafter referred to as customers). This Limited Manufacturer Warranty* is applicable for all Products as outlined in para. 3, which were sold starting from 1st January 2023.

Purpose

2. The main purpose of this document is to clearly define issues related to the warranty policy of the Products.

Warranted Products

3. This warranty applies to the following Products and their corresponding TommaTech accessories:
 - a. TT New xK PWM 1P Smart Inverter (x = 1, 3, 5)
 - b. TT New xK MPPT 1P Smart Inverter (x = 1, 3, 5)
 - c. TT M Plus xK MPPT 1P Smart Inverter (x = 3.6, 7.2, 11)
 - d. TT Plus 5.6K MPPT 1P Hybrid Inverter
 - e. TT HV Plus xK MPPT 3P Hybrid Inverter (x = 10, 15)
 - f. TT MX-xkW yV (x = 0.7, 1.0, 2.0, 3.0; y = 12, 24 ,48)
 - g. TT UT-UPS xkW yV (x = 0.6, 1.0, 2.0; y = 12, 24 ,48)
 - h. TT MS-xkW yV (x = 0.3, 0.6., 1.2, 1.5, 2.0, 2.5; y = 12, 24 ,48)
 - i. TT MS-UPS xkW yV (x = 0.6, 1.0, 1.5, 2.0, 3.0; y = 12, 24 ,48)
 - j. TTx24AU xxA 12/24V 2USB PWM SSC (x = 10, 20, 30, 45, 60)
 - k. TTx48AU xxA 12/24/48V 2USB PWM SSC (x = 30, 45, 60)
 - l. TTx206N x0A-60V 12/24V MPPT SSC (x = 1, 2)
 - m. TTx210N x0A-100V 12/24V MPPT SSC (x = 1, 2, 3, 4)
 - n. TTx215N x0A-150V 12/24V MPPT SSC (x = 3, 4)
 - o. TTx415N x0A-150V 12/24/48V MPPT SSC (x = 3, 4)
 - p. TT3kW 60A 12/24/48V MPPT SSC
 - q. SPI-TT-x-MF (x = 1.5, 2.2)
 - r. SPI-TT-x-TF (x = 1.5, 2.2, 4.0, 5.5, 7.5, 11.0, 15.0, 18.5, 22.0, 30.0, 37.0, 45.0, 55.0, 75.0, 90.0, 110.0, 132.0)

4. Please note: All external and ancillary parts and units (e.g. Monitoring/Communication devices, batteries, hardware/software controllers etc.) installed with the Products from third parties are excluded from the warranty.

Warranty Terms

5. TommaTech warrants all Products to be free from defects in materials or workmanship under normal use, and in the event of the occurrence of a defect for which TommaTech is responsible during the warranty period, TommaTech will after a proper claim is received immediately after the fault is detected and at its own discretion:
 - a. Fix the defect by updating the software or change the configurations; or
 - b. Repair the defect on the premises of TommaTech or on the customer's site; or
 - c. Provide an equivalent substitute (repaired, refurbished, or upgraded model with at least equivalent functions) or a new device; or
 - d. Have these services performed by TommaTech service partners or distributors.

Transportation Costs

6. Unless there are unique agreements signed between TommaTech and the customers, the warranty covers only the cost of materials and labor work to make the defective Products functional again. Generally, TommaTech is not responsible for the transport of Products. Transportation costs including but not limited to shipments, insurance, duties as well as import & export fees are borne by the customer. TommaTech has no warranty obligation in this respect. However, and in case that a defect was accepted to be caused by manufacturing, TommaTech may, at its own discretion, cover the costs of transporting the Products which have been replaced or repaired under the warranty to their respective location.

Warranty Periods

7. The Product warranty period of the mentioned Products is 24 months starts with delivery. Delivery occurs on the day when the price has been paid in full and the customer has taken the goods from TommaTech or its distributor, unless TommaTech is responsible for the transport. Replacing or repairing does not extend the current warranty period. Replaced or repaired Products shall be warranted for the remainder of the original period of warranty. No replacement warranty period is given for repaired or replaced Products.

Warranty Claim Procedure

8. For a warranty claim, the following information needs to be provided immediately after a defect is detected:
 - a. Complete fault-report including the Product information such as serial number, etc., solar solution configuration, fault, installed protection devices, etc.
 - b. Copy of the original invoice, receipt, and any other document which can prove the purchase of the Product or accessory and/or extended warranty, and the date of installation.
 - c. Commissioning report proving the installation according to the user manual.

9. TommaTech reserves the right to reject the warranty claim:
 - a. In case of any failure to provide the above-mentioned information.
 - b. If the Product has been replaced or altered without the prior written consent of TommaTech.
 - c. If the defect that is claimed is not caused by defective materials or workmanship.
10. End consumer must claim a defect immediately to the local distributor where the Product was purchased, or the installer who installed the Product, who will contact TommaTech if necessary. If the end consumer was unable to obtain service from the installer or dealer, or was not satisfied with their service, the claimant can escalate their service request by contacting with TommaTech service team (support@tommatech.de) or make a claim via our official website www.tommatech.de. Please note that TommaTech will seek reimbursement of all incurred costs (labor, travel, delivery, and/or replacement units that have been sent) from the claimant if the Product is found to be free from defects in materials or workmanship, or if the Product is found not to be covered by this limited warranty.

Defective Products and Parts

11. The defective parts, Products or units replaced under a warranty claim become the properties of TommaTech and must be returned to TommaTech or TommaTech's authorized distributors for inspection with the original or equivalent packaging and with the accompanying documentation within a reasonable period of time, not exceeding fifteen (15) days.

Warranty Limitations

12. This limited warranty only applies to Products sold after the date of 1st January 2023 through TommaTech or one of TommaTech's authorized distributors. However, TommaTech Products are not covered by warranty in the following cases:
 - a. The failure occurs out of the warranty period.
 - b. Problems, defects, and malfunctions arising from mounting, installation, commissioning start up or application of the Products, accessories and/or any other materials, equipment, and devices.
 - c. Problems, defects and malfunctions in the Products, accessories and/or other materials, equipment and solar system arising from the materials, devices and equipment which are not manufactured by TommaTech or arising from their mounting, installation, and applications.
 - d. Problems, defects, and malfunctions that occur due to the location and the area of installation which are not suitable for the specifications of the Products and accessories.
 - e. Problems, defects and malfunctions of Products, accessories, other materials, equipment, and solar system due to the electrical system in the location of installation.
 - f. Problems, defects, and malfunctions caused by unauthorized or improper utilization, changes, maintenance, operation, or incorrect installation, mounting and applications.
 - g. Problems, defects, and malfunctions caused by the removal of the Products or accessories and/or their mechanisms, utilities, parts, or equipment.
 - h. Errors or defects caused by third party's embedded or external software or hardware (e.g., devices controlling Products or devices that control the charge or discharge of the battery) without the written consent of TommaTech.

- i. If the installers, dealers, end customers or users use the Products, accessories and/or the materials and equipment which constitute the Products and accessories in a way that violates the intellectual property rights of TommaTech or any third parties who are owner of those rights such as patents, utility models, trademarks, copyrights, design rights, etc.
- j. Problems, defects, and malfunctions caused using Products and accessories on mobile units including but not limited to vehicles, ships etc.
- k. Problems, defects and malfunctions caused by outer causes such as but not limited to these, power outages, power surges, lightning, explosion, fire, flood, earthquake, typhoon, hurricane, tornado, volcano explosion, tsunami, lightning strikes in or around the Products and accessories, problems, defects and malfunctions caused by snow and salt damages, weather and natural events, natural disasters, acid rain, smoke, air pollution or other impurities, dirt or dust on the Products and accessories, vandalism (regardless of whether the damage is caused by intent or negligence and is caused by the buyer or user of the Product and accessories or any third parties), negligence or deliberate accident, problems, defects and malfunctions caused by external factors and unforeseen situations such as civil disobedience, force majeure, etc. and problems, defects and malfunctions outside the control of TommaTech.
- l. If any model, type, label or serial number of the Product and accessories has been changed or deleted or made illegible.
- m. Bodily (death, injury, etc.) or material harms occurring in living or non-living entities.
- n. Moving the Product from the place where it was first installed to another location.
- o. If the Product or accessories are damaged during transportation and the distributor and or the end customer has signed the delivery receipt (which requests the claimant to double check the outside & inside of the package and take pictures as evidence before signing the delivery receipt).
- p. If the Product failure is not reported to TommaTech immediately after appearance.
- q. On-site installation, modification, and maintenance costs, as well as travel and subsistence costs.
- r. Taxes, import / export fees or costs and other administrative costs.
- s. Defects that do not adversely affect the proper functioning of the Product or accessories (e.g., any external scratches or stains or abrasion of natural material, etc.),
- t. If the installer, dealer, or end-user failed to comply with TommaTech's installation manual or maintenance instructions for the Product or accessories.
- u. If the installer, dealer, or end-user failed to comply with the safety rules and regulations in respect of the Product or accessories.
- v. If replaced Products have not been returned to TommaTech or his designated cooperated partners, dealers, or distributors within fifteen (15) days after a corresponding request from TommaTech.
- w. If the defect is caused by improper usage of the Product or failure to comply with the usage of the Product for purposes other than those for which the Product was designed or intended.
- x. If either the Product, including the case or the Product series number are modified or altered, or the Product label is removed, or defaced.
- y. Normal wear or tear.

- z. If the Product is moved for any reason after it has been installed (regardless of whether it has been reinstalled subsequently or moved back to the same location) unless it is reinstalled at the same address by a qualified installer who has provided a test report to TommaTech.

Furthermore, please note that:

- 13. Substitute Products or accessories may not be entirely compatible with the remaining components of the photovoltaic system. The costs incurred therefore will not be covered by the warranty or extended warranty.
- 14. All other costs including but not limited to compensation from direct or indirect damages arising from the defective Products or other facilities of the PV system or loss of power generated during the Product downtime are not covered by this warranty. In any case, whether in contract, or otherwise, the maximum compensation for end customer losses caused by its faults shall not exceed the amount paid by the customer for the purchase of the equipment. However, these warranty terms do not limit applicable consumer protection laws for end customers relating to defects in equipment purchased by end consumers.

Service after Warranty Expiration

- 15. For Products which are out of warranty or invalidation, TommaTech provides an additional charged service, which includes the following fees:
 - a. On-site service fee: Travel cost and time for technicians and the cost of labor time for the technician to install, analyze, repair, test and maintain faulty Products,
 - b. Materials fee: Cost for replacing the parts or units or any other relevant materials.
 - c. Logistic fee: Cost for delivery, including the costs of sending the defective Products from end customers to TommaTech, or/and the costs for sending the repaired Products from TommaTech to end customers.

Geographical Scope

- 16. This Limited Warranty terms and conditions only apply for Products which are originally purchased from TommaTech's authorized channels and installed in the destination defined within the European Union countries, Scotland, Norway, Switzerland, excluding affiliated islands and overseas territories unless there are special agreements signed between TommaTech and the direct purchaser. For any units sold for one country/region but installed in another country/region, the warranty will become invalid if there is no written confirmation/approval from TommaTech prior to the installation.

Special Amendment for Products installed completely Off-Grid

17. It is requested that off-grid installations are inspected annually by a qualified electrician which is to be documented with a test protocol. Failure to comply with this or any requirement to maintain the equipment may invalidate any warranty claims.
18. For better analysis and troubleshooting in case of a warranty claim, it is recommended that the customer register the Products online; otherwise, the customer will need to provide detailed information in the TommaTech RMA form for a warranty claim.
19. The total load connected to an off-grid system shall be calculated based on its rated power. Wrong calculation, especially for inductive loads, may cause overload faults during nighttime or when there is not sufficient PV power generation and remaining battery capacity. Damages to Products caused by incorrect installation will not be covered by the warranty.

*This Limited Warranty is a basic warranty promise from TommaTech to customers. TommaTech reserves the right to adapt the warranty terms in line with technological progress. In certain countries/regions, end customers may receive an additional warranty promise (should be at least equivalent to the manufacturer's warranty) which is provided by TommaTech's authorized, local distributors. Should any claims arise in this respect, please direct them to TommaTech's authorized local distributors. Please note that this limited warranty statement may NOT be the latest version. If any needs, please contact TommaTech to get the latest version.