SINVERT PVM Warranty Extension for Siemens SINVERT PVM solar inverters for end customers based in France  
(SINVERT PVM Warranty Extension)  
Status: March 2012

Siemens SAS ("Siemens") hereby grants its end customer based in France and which operates the system (hereinafter referred to as the "End Customer") a warranty extension for "Siemens SINVERT PVM" solar inverters under the following terms and conditions without prejudice to any claims the End Customer may bring against the vendor in respect of liability for defects:

1. Warranty obligations, validity  
As a result of a contractual agreement with the End Customer, Siemens hereby extends its standard warranty for "Siemens SINVERT PVM" solar inverters.  
The warranty extension is exclusively assigned to the serial number of a specific device. If the device is replaced, the remainder of the warranty extension period shall be transferred to the serial number of the new device.  
This warranty extension is valid only for new devices acquired and operated pursuant to their applicable approval in France as well as in the event of resale or shipment of the solar inverter to selected countries of European Union and Switzerland.  
This warranty extension shall not apply to gray-market imports to countries for which the devices are not approved.

2. Term, extension of the PVM Warranty  
The extended warranty period covers a further 60 or 180 months from the date of expiry of the warranty for the solar inverter. The term of the initial warranty is 60 months following commissioning; it shall end 66 months following ex-works at the latest. The warranty period for this extension is a further 60 or 180 months from the date of expiration of the original warranty and thus ends 120 or 240 months after ex-works delivery. However, it shall end no later than 126 or 246 months following ex-works delivery (hereinafter referred to as the "extended warranty period"). The extension may only be agreed with Siemens during the first 24 months following ex-works delivery. The service resulting from the warranty extension shall not come into effect until the agreed payment has been effected in full by the End Customer upon expiry of the warranty.

3. Rectification of defects  
This warranty extension covers the remedying of defect to the solar inverters provided it can be proven that the defect is a result of a material or manufacturing defect and occurred within the extended warranty period. Defect to the solar inverter shall be remedied in such a way that Siemens, at its own discretion, shall either take one of the following measures itself or shall engage a third party to do so:  
- repair the defective solar inverter in one of its own workshops or have it repaired in a workshop operated by the third party or  
- replace the defective solar inverter with a functioning device

Siemens is entitled to transfer the rights and obligations arising from this warranty to any of its affiliated companies within the meaning of article L233-3 of French Commercial Code.  
If necessary, Siemens reserves the right to replace the defective device with a functionally compatible successor model. Upon receipt of the replacement device or parts, the defective device or part shall become the property of Siemens.

If Siemens does not expressly accept obligations under this warranty extension in writing, the remediation of any defect to the solar inverter shall not imply acceptance of any legal duty. Work done under this warranty extension shall not extend the term of this warranty extension for the repaired or replaced device. However, the remaining term for the repaired or replaced device shall remain unaffected.

4. Warranty Scope  
The warranty extension shall cover Siemens' expenditure for material and labor for remedying the defect (no. 3).

All other costs such as but not limited to Siemens' costs for transporting the replacement device to the End Customer as well as the return transport of the defective device from the End Customer's premises for the purpose of remedying the damage are not covered by this warranty.
5. Exclusion criteria
The following items are excluded from this warranty extension:

− Transport damages,

− Electrical or mechanical parts subject to use-related or other natural wear and tear as well as defects to the solar inverter attributable to use-related or other natural wear of mechanical or electrical parts,

− Defects to the solar inverter attributable to: non-compliance with Siemens’ assembly, operating or maintenance instructions, improper assembly, especially by non-accredited electricians, lack of care, any manipulation, modification or attempted repairs undertaken at the End Customer’s own discretion without the prior consent of Siemens,

− Defects incurred such as result of non-compliance with relevant standards/guidelines and safety regulations (VDE, VDI, DIN and others),

− Damage to the solar inverter attributable to improper use, abnormal weather conditions, unsuitable operating conditions (e.g. insufficient ventilation of the solar inverter) or of overloading,

− Damage to the solar inverter caused by violence, external influences or foreign bodies, power failures, force majeure (e.g. lightning, power surges, storms, fire) and other events beyond Siemens’ control.

6. Service Process
In the event of a warranty claim, please contact your regional SINVERT contact, which you can find on the web page www.siemens.com/sinvert under the column Services → String inverters → Replacement Service.

When making a warranty claim, the original purchase document with purchase date and the original delivery note must be presented. If the device in question is a replacement, the replacement documents are also required. The identification plate on the solar inverter must be fully legible.

The defective solar inverter shall be returned to Siemens or the third party appointed by Siemens in the original packing of the replacement device within 14 days of receiving the replacement device at the End Customer’s risk in accordance with Siemens’ instructions. If the defective solar inverter is not returned within this period, the replacement device shall be invoiced as new. Furthermore, if the defective device is not returned, the warranty extension for the replacement device shall be invalid.

7. Reimbursement
For defects not covered by this warranty extension, Siemens reserves the right to invoice the End Customer for all expenditure relating to replacement or repair of the device. Siemens shall give due notification to the End Customer before performing and invoicing such services.

8. Limitation of Liability
Siemens shall not be liable to pay any damages or compensation for expenditure arising from or due to infringement of duties arising out of this warranty extension. This shall include but not be limited to damages or compensation for expenditure owing to stoppage, loss of use, lost profit, financing costs, loss of data and information as well as owing to indirect or consequential damage and pecuniary loss. The backing-up of data and information shall be the responsibility of the End Customer. This exclusion of liability shall not apply in cases where Siemens is subject to mandatory liability under French Law, or where there is intent, gross negligence or culpable injury to life and body or health or in the case of breach of essential contractual obligations. Compensation for a breach of essential contractual obligations is however limited to typical, foreseeable loss or damage, provided that there was no intent or gross negligence involved and no liability exists for loss of life, physical injury or health.

The above provisions do not entail any change in the burden of proof to the detriment of the End Customer.

9. Reservation, Export Control
Siemens’ obligation to fulfill this warranty extension is subject to the proviso that fulfillment is not prevented by any impediments arising out of national or international foreign trade regulations or by any embargos and/or other sanctions.

If End Customer transfers goods such as the solar inverter (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens or works and services (including all kinds of technical support) performed by Siemens to a third party worldwide, End Customer shall comply with all applicable national and international (re-) export control regulations.

If required to conduct export control checks, End Customer, upon request by Siemens, shall promptly provide Siemens with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens, as well as any export control restrictions existing.

10. Dispute Settlement, Applicable Law
Any disputes arising out of or in connection with this warranty extension, including any questions regard-
ing its existence, its validity or termination, shall be
finally settled according to the Rules of Arbitration
of the International Chamber of Commerce (ICC) in
Paris by one or more arbitrators appointed in ac-
cordance with the said Rules. The seat of the arbi-
tral tribunal shall be Paris. The law applicable to
international arbitration at the seat of the tribunal
shall apply where the aforementioned Rules of Arbi-
tration are silent. The language of the arbitration
proceedings shall be French.

Siemens and the End Customer shall be entitled to
file for interim relief in accordance with the rules of
the ICC via the pre-arbitral referee.

The law of France shall apply to the exclusion of the
United Nations Convention on Contracts for the

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