

## Provisions for manufacturer's warranty extension Schaffner Power Quality Products (Ecosine active filters and Ecosine passive filters)

Dear customer,

The warranty provisions according to the manufacturer's warranty regulations for Schaffner Power Quality Products (hereinafter referred to as "**Manufacturer's Warranty Provisions**") principally apply to any Schaffner Power Quality Products bought and operated by an end customer of a Schaffner Group company (hereinafter referred to as "**End Customer**").

For certain products Schaffner International AG (hereinafter referred to as "**Schaffner**") provides the possibility of buying an extension of the original warranty for up to 3 additional years for the End Customer (hereinafter referred to as "**Warranty Extension**"), which is basically subject to the same terms and conditions as the Manufacturer's Warranty Provisions. This Warranty Extension can be acquired for Ecosine active filters and Ecosine passive filters (hereinafter jointly referred to as "**Ecosine**").

Schaffner provides this Warranty Extension in accordance with the Manufacturer's Warranty Provisions and these provisions for the extension of the manufacturer's warranty for Schaffner Power Quality Products (hereinafter referred to as "**Warranty Extension Provisions**") by remedying any defects of Ecosine arising within the acquired Warranty Extension and notified within the periods of notification (see details in the following provisions), provided these defects verifiably result from material defects or manufacturing defects.

### 1. GENERAL PROVISIONS

In the relationship between Schaffner or other Schaffner Group companies and the End Customer, these Warranty Extension Provisions shall have priority over any further rights of the End Customer towards the Ecosine vendor (hereinafter referred to as "**Buyer's Rights**"). Buyer's Rights exclusively determine the relationship Buyer - End Customer and cannot be asserted towards Schaffner and the Group companies, neither under these Warranty Extension Provisions nor under the Manufacturer's Warranty Provisions.

The Manufacturer's Warranty Provisions regulate Schaffner's warranty for the basic warranty during the first 12 or 24 months (depending on the product), whereas these Warranty Extension Provisions contain the regulations for the extension, i.e. the extended warranty period. In the event of inconsistencies, the Warranty Extension Provisions shall take precedence.

Schaffner reserves the right to modify this Warranty Extension at any time. Modifications of the Warranty Extension will be communicated to Schaffner's contractual partner in writing or by e-mail. They shall be regarded as approved if the contractual partner does not raise written objections within 10 days (postmark) after notification of the modification.

These Warranty Extension Provisions were issued in the German and English language. In the event of inconsistencies, the German version shall take precedence – **irrespective of whether the End Customer has received the German or the English version (link to the German and English version: [link](#))**.

## 2. CONCLUSION AND TERMS OF THE WARRANTY EXTENSION

### I. Time of application for a Warranty Extension

The application for acquiring a Warranty Extension can be made when buying the Ecosine, at the latest, however, after 14 days of first commissioning of the equipment. Acquisition of a Warranty Extension after this point of time must be checked and approved by Schaffner on a case-by-case basis. In any such case, Schaffner reserves the right of on-site checks, the costs of which shall be borne by the End Customer.

### II. Terms for acquiring a Warranty Extension

In order to acquire a Warranty Extension, the timely prior registration of the Ecosine pursuant to the Manufacturer's Warranty Provisions is stringently required.

Schaffner may refuse the conclusion of a Warranty Extension without giving reasons.

The Warranty Extension shall only become valid upon Schaffner's confirmation of the Warranty Extension and reception of the electronic Warranty Extension certificate issued by Schaffner.

Acquisition of a Warranty Extension shall furthermore only be valid if at the time of conclusion (i.e. at the time of confirmation by Schaffner) the Ecosine does not have any defects. If it turns out that the Ecosine has already been defective, the mentioned services may be refused by Schaffner.

### III. Duration of a Warranty Extension

The Warranty Extension can be acquired as an extension of the warranty period or defects liability period according to the Manufacturer's Warranty Provisions (hereinafter referred to as "**Basic Warranty Period**") by 1 additional year, 2 additional years or 3 additional years.

For a product with a Basic Warranty Period of 2 years (from delivery ex works according to the delivery note date), the entire warranty period can thus be extended by acquiring a Warranty Extension to a total of 3 years (i.e. +1 year), 4 years (i.e. +2 years) or 5 years (i.e. +3 years), in each case from delivery ex works according to the delivery note date. In any case, the defects liability period terminates at the latest at the end of the 5th year from delivery ex works (date of delivery note) even in the event of Warranty Extension.

### IV. Sale of the Ecosine

If the End Customer sells the Ecosine, the Warranty Extension is also valid for the new End Customer, provided the change and the new End Customer's data (existing certificate and new customer data like name, address, location of the equipment...) is communicated in writing to Schaffner within 10 days of the sale, however in any case before a defect occurs at the new End Customer's site.

### 3. ASSERTION AND CORRECTION OF THE DEFECT

Subject to the other stipulations under these Warranty Extension Provisions, Schaffner will remedy any defects of the Ecosine notified in due time and form which occur within the warranty period verifiably due to a material defect or manufacturing defect. In doing so it is Schaffner's free decision whether an Ecosine is improved (improvement) or replaced by a new device (replacement). In the event of replacement, the fair value of the Ecosine of 100% in the 1st year, 100% in the 2nd year, 80% in the 3rd year, 60% in the 4th year, 40% in the 5th year of the purchase price shall be considered, i.e. the exceeding value of the replacement device must be paid by the End Customer. In any case, the maximum amount to be set off against a replacement device shall correspond to the purchase price which was indicated when concluding the Warranty Extension, provided it is also noted on the proof of purchase. Improvement or replacement can be made by the Schaffner service staff or by a third party commissioned by Schaffner.

In the event of replacement, Schaffner explicitly reserves the right to replace a defective Ecosine by a functionally compatible successor model, provided an identical model is no longer available, and/or to make modifications to the replacement device which do not adversely affect the functionalities of the Ecosine.

Any replaced components, parts and devices must be ceded or surrendered to Schaffner by the End Customer and after successful service provision they will pass into Schaffner's ownership by surrender without compensation.

The Basic Warranty Period, the Warranty Extension period and the total defects liability period for any affected or replaced Ecosine is neither interrupted nor extended nor will any of them or any other warranty periods start again by the provision of services by Schaffner service staff or any third parties commissioned by Schaffner in the context of these Warranty Extension Provisions.

### 4. EXCLUSION

Excluded from the Warranty Extension are:

- any defect and damage which does not result from proven material defects or manufacturing defects.
- any defect and damage of Schaffner products or equipment (please refer to the applicable terms of sale and delivery as well as the applicable warranty and defects liability provisions for them) other than Ecosine.
- any consequential damage to Ecosine and/or to any other devices, buildings, facilities and installations.
- Ecosine the series number or article number of which has been changed, made unrecognizable and/or removed.
- any defect and damage caused, contributed to or made worse by disregard of the mounting/operating/maintenance/user manual by Schaffner or a Schaffner Group company, by improper mounting - particularly by unauthorized electricians -, insufficient care or maintenance or by unauthorized manipulations, interference, modifications or attempted repair carried without prior approval by Schaffner. In serious cases Schaffner reserves the right to suspend or cancel the Warranty Extension completely and immediately without having to refund any costs.

- any defect and damage caused, contributed to or made worse by disregard of the valid standards/directives and safety provisions released by Schaffner.
- any use-related wear and any other natural wear and tear, for example of electric or mechanic or other parts of the Ecosine.
- transport damages.
- any esthetic defects and deviations (e.g. color, small scratches, etc.) which do not impair the functionality of the Ecosine.
- any defect and damage caused, contributed to or made worse by improper use, environmental conditions beyond the published specifications, unsuitable operating conditions or overload.
- any defect and damage caused, contributed to or made worse by acts of violence, third-party interference, foreign objects, power outages, force majeure or any other events outside Schaffner's control.
- any defect and damage to an Ecosine containing spare parts which are neither genuine Schaffner spare parts nor spare parts recommended by Schaffner.
- supplied accessories and consumables (for example: battery, fan, fuses and other products of this type).

When using services by Schaffner under these Warranty Extension Provisions or under the Warranty Extension, the End Customer acknowledges that Schaffner is entitled to charge any expenses and costs directly or indirectly incurred by Schaffner due to the provision of services under this Warranty Extension to the End Customer's account, if one of the above-mentioned facts is determined in the context of the service provision or afterwards. Schaffner will directly invoice the End Customer for such expenses and costs as well as for any additional expenses for possible adaptations, transcriptions or address changes pursuant to the rates applicable at this point of time.

## 5. SERVICE ACCESSIBILITY AND CONDITIONS OF INSTALLATION

When using services by Schaffner under these Warranty Extension Provisions or under the Warranty Extension, the End Customer acknowledges that:

- Ecosine must be freely accessible for replacement, maintenance and repair at any time. For this purpose, the information in the Ecosine user manual must be observed. If additional costs and expenses are incurred by Schaffner due to complicated accessibility for services under these Warranty Extension Provisions, Schaffner shall be entitled to charge these costs and expenses to the End Customer's account.
- if ambient conditions or installation conditions of the Ecosine are found at the End Customer's site which endangers the safety of Schaffner service staff or any third party commissioned by Schaffner, Schaffner shall be entitled to abandon the service operation at any time and to charge the costs incurred to the End Customer's account.
- if such ambient conditions or installation conditions present a danger to life and limb, Schaffner or any third party commissioned by Schaffner shall be entitled (but not obliged) to immediately shut down the Ecosine and/or the associated installation or to demand their shutdown from the End Customer in written or oral form. In any case Schaffner excludes any liability for improper use, installation, mounting or operation by the End Customer, a third party or the equipment operator, and failure to shut down the Ecosine in spite of warning given by Schaffner service staff or a third party or recommissioning after shutdown by Schaffner service staff or a third party by the End Customer or any third party brought in by the End Customer shall exclusively be the risk and responsibility of the End Customer, the third party and/or the equipment operator.

## 6. ORIGINAL COMPONENTS, MAINTENANCE, CONSUMABLES AND SPARE PARTS

### I. BASICS

Only original components, spare parts and assemblies shall be used for Ecosine. Third-party products or spare parts, components and assemblies not verified and released by Schaffner are not permitted, will not be supported by Schaffner and exclude any claims of the End Customer towards Schaffner under these Warranty Extension Provisions. Any possible subsequent repairs or warranty claims by the End Customer under these Warranty Extension Provisions or under the Warranty Extension can be refused at Schaffner's discretion - irrespective of whether such parts have caused a damage or could cause a damage or not.

### II. MAINTENANCE AND CONSUMABLES (WEAR PARTS)

In order to ensure flawless functionality of the equipment, regular maintenance of the Ecosine according to the user manual is required. The consumables, components or parts necessary for this purpose can be acquired from authorized Schaffner sales partners. Any maintenance by the End Customer or equipment operator must only be carried out by trained and qualified professionals.

Any possible defect and/or damage caused, contributed to or made worse due to:

- defective mounting, configuration and/or application based on the intervention of untrained and unqualified staff; or
- use of unauthorized or unsuitable consumables, components or parts; or
- omitted, careless or unprofessional maintenance,

does not entitle to services under these Warranty Extension Provisions, are excluded from the Warranty Extension and shall be borne by the End Customer.

### III. SPARE PARTS

During or after the Basic Warranty Period or the warranty period extended by acquisition of a Warranty Extension, Schaffner principally offers any spare parts only in conjunction with the intervention of qualified Schaffner service staff or a third party commissioned by Schaffner.

Interventions in and manipulations of Schaffner equipment (incl. Ecosine) by any person other than qualified Schaffner service staff or by any third party not commissioned by Schaffner can be dangerous to life, are explicitly prohibited by Schaffner and result in the exclusion of End Customer's claims towards Schaffner under this Warranty Extension.

## 7. LIABILITY

To the extent permitted by law, any further or alternative claims or rights of the End Customers or a third party (e.g. the equipment operator) arising from or in connection with any actual or alleged defect and/or damage of the Ecosine or in consequence thereof (consequential damage) shall explicitly be excluded and ruled out, including any possible claim for price reduction and/or cancellation of the purchase. In no event Schaffner shall be liable towards the End Customer for any consequential damage, indirect damage, third-party damage and/or compensation or reimbursement of expenses of any kind, e.g. for business interruptions, loss of use, loss of profit, financing costs, loss of data and information as well as for any indirect consequential damage, except if there is mandatory, unexcludable liability by Schaffner under the applicable product liability act or any other applicable law.

## 8. PERFORMANCE UNDER THE WARRANTY EXTENSION AND BEARING OF COSTS BY SCHAFFNER

When using services by Schaffner under these Warranty Extension Provisions or under the Warranty Extension, the End Customer acknowledges that Schaffner will only provide the services specified in the following - subject to the other stipulations of these Warranty Extension Provisions - and will only bear the costs specified in the following. Further costs associated with the service provision by Schaffner under these Warranty Extension Provisions shall be borne by the End Customer and be remunerated to Schaffner.

### I. Ecosine ACTIVE HARMONIC FILTER (AHF) BRING-IN WARRANTY

The wall-mounting devices<sup>(1)</sup> are principally subject to a BRING-IN WARRANTY. If there is a defect covered by these Warranty Extension Provisions and the Ecosine has been installed and operated in one of the areas marked in blue in the map below (zone 1) (for zone 2 and zone 3 see section 9 below), Schaffner shall bear the costs for remedying the defect of the Ecosine (improvement or replacement pursuant to sec. 3), incl. transport costs to the place of delivery according to delivery note.

Services taken over by Schaffner:

- transport costs from and to the place of delivery
- costs for remedying the defect of the Ecosine

Any possible additional costs for on-site services or transport costs to places of installation deviating from the original place of delivery shall be borne by the End Customer and Schaffner will invoice them to the End Customer.

<sup>(1)</sup> The following devices are regarded as wall-mounting devices (device specifications):  
FN3420-30-XXX-3 to FN3420-120-XXX-3 & FN3430-30-XXX-4 to FN3430-120-XXX-4

### II. Ecosine ACTIVE HARMONIC FILTER (AHF) ON-SITE WARRANTY

The cabinet devices<sup>(2)</sup> are principally subject to an ON-SITE WARRANTY. If there is a defect covered by these Warranty Extension Provisions and the Ecosine has been installed and operated in zone 1 (for zone 2 and zone 3 see section 9 below), Schaffner shall bear the travel expenses of Schaffner service staff or a third party commissioned by Schaffner to the place of delivery as well as the costs for remedying the defect of the Ecosine (improvement or replacement pursuant to sec. 3), incl. transport costs to the place of delivery according to the delivery note.

Services taken over by Schaffner:

- transport costs from and to the place of delivery
- travel expenses to the place of delivery
- costs for remedying the defect of the Ecosine

Any possible additional costs for replacement, travel expenses or transport costs to places of installation deviating from the original place of delivery shall be borne by the End Customer and Schaffner will invoice them to the End Customer.

<sup>(2)</sup> The following devices are regarded as cabinet devices (device specifications):

FN3420-200-XXX-3 to FN3420-300-XXX-3 & FN3430-200-XXX-4 to FN3430-300-XXX-4

### III. Ecosine PASSIVE HARMONIC FILTER (PHF) BRING-IN WARRANTY

The Passive Harmonic Filters are principally subject to a BRING-IN WARRANTY. If there is a defect covered by these Warranty Extension Provisions and the Ecosine has been installed and operated in **zone 1** (for **zone 2** and **zone 3** see section 9 below), Schaffner shall bear the costs for remedying the defect of the Ecosine (improvement or replacement pursuant to sec. 3), incl. transport costs to the place of delivery according to the delivery note.

Services taken over by Schaffner:

- transport costs from and to the place of delivery
- costs for remedying the defect of the Ecosine

Any possible additional costs for on-site services or transport costs to places of installation deviating from the original place of delivery shall be borne by the End Customer and Schaffner will invoice them to the End Customer.

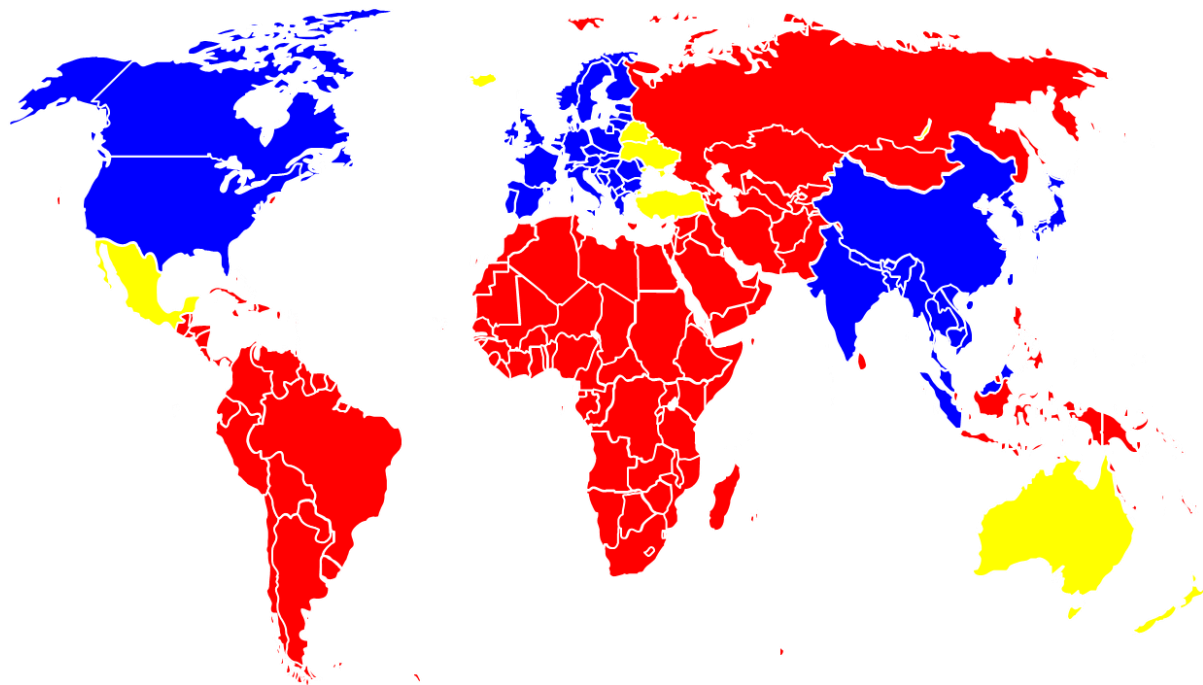
## 9. GEOGRAPHIC PLACE OF INSTALLATION

Schaffner provide their customers with worldwide service comprising a different scope depending on the region according to the following map of zones.

Ecosine which have been installed and operated in **zone 1** unrestrictedly entitle the End Customer to Schaffner services pursuant to these Warranty Extension Provisions (see sec. 3 and 7 above).

Ecosine which have been installed and operated in **zone 2** entitle the End Customer to Schaffner services pursuant to these Warranty Extension Provisions. However, Schaffner reserves the right to charge any possible additional transport and travel expenses exceeding the costs for **zone 1** to the End Customer's account at their discretion and the End Customer undertakes to pay such costs.

Ecosine which have been installed and operated in **zone 3** entitle the End Customer to Schaffner services pursuant to these Warranty Extension Provisions. Any additional transport and travel expenses exceeding the costs for **zone 1** and **zone 2** shall be settled by the End Customer according to the currently valid prices determined by Schaffner.



#### 10. APPLICABLE LAW AND PLACE OF JURISDICTION

These Warranty Extension Provisions are **exclusively subject to substantive Swiss law** under exclusion of the provisions of the UN Sales Convention (CISG) of 11 April 1980. **The place of jurisdiction shall be Solothurn (Switzerland)**. Any compulsory places of jurisdiction and Schaffner's right to assert their claims under these Warranty Extension Provisions before **any other competent court in Switzerland or abroad** shall remain reserved.

Schaffner International AG | as of January 2017