

## Manufacturer's warranty policy for Schaffner Power Quality Products

Dear customer,

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

Schaffner provides this manufacturer's warranty in accordance with the following terms and conditions by correcting the defects of Power Quality Product, provided these defects are verifiably based on material or manufacturing defects, occur within the manufacturer's warranty period and were notified within the notice periods.

### 1. GENERAL PROVISIONS

As between Schaffner and Customer, this manufacturer's warranty by Schaffner shall have priority over any potential further rights the buyer might have towards the vendor of Power Quality Product (hereinafter referred to as "**buyer's rights**"). Buyer's rights exclusively affect the buyer-vendor relationship and cannot be asserted towards or raised against Schaffner under this manufacturer's warranty.

Schaffner reserves the right to change this manufacturer's warranty at any time. Changes to the manufacturer's warranty will be notified to Schaffner's contract/sales partner in writing. Such changes will be considered approved unless Schaffner's contract/sales partner lodges written objection against such changes within 10 days of notification.

Possible promises or extensions concerning the manufacturer's warranty, written or oral, which digress from official manufacturer's warranty policy or manufacturer's extended warranty policy, are not authorized and invalid.

This manufacturer's warranty has been created in German and English. In the event of contradictions, the German version shall take precedence – **irrespective of whether the German or English version has been provided to the customer.**

## 2. ASSERTION OF CLAIMS AND CORRECTION OF DEFECTS

The Customer must examine the Power Quality Product immediately upon their receipt and delivery and must give written notice of defects of any kind to Schaffner immediately after detecting any such defects. In particular, any damage arising from transportation must be communicated to Schaffner in writing within no later than 3 working days (72 h) after receipt of the goods. In addition, the Customer must provide proper and immediate written notification of any such defects to carrier, supplier and vendor. Any and all rights of the Customer under this manufacturer warranty shall be deemed forfeited, and Schaffner shall be under no obligations of any kind towards the Customer under this manufacturer's warranty, if and to the extent defects that were not properly reported and notified in due time.

Subject to the terms and conditions of this manufacturer's warranty, Schaffner will remedy any defects of Power Quality Product that were properly reported and notified in due time and that verifiably occur due to a material or manufacturing defect within the warranty period. In doing so, the decision whether Power Quality Product is to be replaced or repaired shall rest solely with Schaffner. Rectification of the defect may be effected by Schaffner service staff or any third-parties commissioned by Schaffner. Without prejudice to the terms and conditions of this manufacturer's warranty, Schaffner in particular reserves the right to replace a defective Power Quality Product by a functionally compatible successor model if no identical model is available, or to make modifications to it which do not adversely affect the specified functionalities of Power Quality Product. Any replaced components, parts and devices must be handed over and be ceded to Schaffner by the Customer and title to and ownership in any such components, parts or devices shall, after completion of such services, automatically vest in Schaffner in consideration of the services rendered hereunder and explicitly without further compensation.

Performance of services by Schaffner service staff or any third-parties commissioned by Schaffner under this manufacturer's warranty shall neither imply the interruption or extension of the warranty period for the affected or replaced Power Quality Product nor shall a new warranty period be put into force. Clause number 3.VIII. below shall remain reserved in the event of replacement and repairs.

In the event of grey imports of Power Quality Product into countries in which they are not authorised or permitted, this manufacturer's warranty shall not be applicable and any claims of the Customer under this manufacturer's warranty are explicitly excluded by Schaffner.

Schaffner reserves the right to require a copy of the original proof of purchase (delivery note) or any other suitable documents from the Customer in order to determine the applicability of this manufacturer's warranty. If these cannot be procured and evidenced by the Customer, this manufacturer's warranty shall not apply and any claims of the Customer under this manufacturer's warranty are excluded.

### 3. DURATION OF THE MANUFACTURER'S WARRANTY

#### I. POWER QUALITY PRODUCT ECOSINE ACTIVE HARMONIC FILTER

The manufacturer's warranty shall expire 12 months after delivery ex works (date of delivery note).

If the affected Power Quality Product is registered within 180 days of delivery ex works (date of delivery note) completely and accurately on the following website, Schaffner grants another 12 months of warranty. In this case, the manufacturer's warranty shall expire 24 months after delivery ex works (date of delivery note).

<http://www.schaffner.com/registrationAHF>

If the affected Power Quality Product is not installed immediately after delivery (for example due to a project delay), Schaffner may, after internal review and at its sole discretion, grant up to 3 additional months of warranty, provided the affected Power Quality Product has been registered properly and the Customer has requested a corresponding. Upon completion of due registration, the manufacturer's warranty shall therefore expire 24 months, however at the latest 27 months after delivery ex works (date of delivery note).

#### II. POWER QUALITY PRODUCT ECOSINE PASSIVE HARMONIC FILTER

The manufacturer's warranty shall expire 24 months after delivery ex works (date of delivery note), except device types according to items 3.III.

#### III. POWER QUALITY PRODUCT ECOSINE PASSIVE HARMONIC FILTER - Device types FN3410/11 and FN3412/13 "High power line enclosed" version FN341x-xxx-99-E2 and FN341x-xxx-99-E5

The manufacturer's warranty for the device types FN3410/11 and FN3412/13 "High power line enclosed" version FN341x-xxx-99-E2 and FN341x-xxx-99-E5 shall expire 12 months after delivery ex works (date of delivery note).

If the affected Power Quality Product is registered within 180 of delivery ex works (date of delivery note) completely and truthfully on the following website, Schaffner grants another 12 months of warranty. In this case, the manufacturer's warranty shall expire 24 months after delivery ex works (date of delivery note).

<http://www.schaffner.com/registrationPHF>

If the affected Power Quality Product is not installed immediately after delivery (for example due to a project delay), Schaffner may grant up to 3 additional months of warranty after internal review and at their own discretion, if the affected Power Quality Product has been registered properly and if the Customer has requested a corresponding extension. The manufacturer's warranty shall therefore expire after 24 months in the event of successful registration, but at the latest 27 months after delivery ex works (date of delivery note).

#### IV. REACTOR

The manufacturer's warranty shall expire 24 months after delivery ex works (date of delivery note).

#### V. OUTPUT FILTERS

The manufacturer's warranty shall expire 24 months after delivery ex works (date of delivery note).

#### VI. MANUFACTURER'S WARRANTY EXTENSION FOR POWER QUALITY PRODUCT ECOSINE ACTIVE HARMONIC FILTER FROM DISTRIBUTORS WITH STORAGE AGREEMENTS

For Power Quality Product purchased from a distributor who has made contractual agreements with Schaffner for storage and stored on the premises of this distributor, Schaffner may grant the Customer an extension of the warranty for the storage period of up to max. 9 months after internal review if the affected Power Quality Product has been properly registered on the website

<http://www.schaffner.com/registrationAHF>

and the Customer has applied to Schaffner for a corresponding extension of time. If the registration has been made and the application has been approved by Schaffner, the manufacturer's warranty shall end 24 months after delivery by the distributor, but no later than 33 months after delivery ex works (date of delivery note).

#### VII. MANUFACTURER'S WARRANTY EXTENSION & MAINTENANCE

Offers for service and maintenance packages for individual Power Quality Products, according to number 3.I.-VI. above, are available via the Schaffner sales department. Separate terms and conditions apply to service and maintenance packages according to the terms and conditions governing the applicable service package contract.

#### VIII. DEVICE-REPLACEMENT & REPAIRS

Schaffner grants the following warranty periods for on-site repairs, factory repairs and device-replacement of Power Quality Product:

- Repairs on site: 6 months for the replaced components, parts and performed services from completion of repair (date of repair report).
- Factory repairs: 6 months for the replaced components, parts and performed services from delivery ex works (date of delivery note).
- Device-Replacements: 6 months for the replaced Power Quality Product from delivery ex works (date of delivery note).

If the initial manufacturer's warranty period is still ongoing, the remaining term of the replaced Power Quality Product shall be transferred to the serial number of the new Power Quality Product. The defective Power Quality Product must be sent back to Schaffner or any indicated third party in the original packaging of the received replacement Power Quality Product at the latest within 30 days (shipping date) of receipt of the replacement Power Quality Product at the Customer's risk according to Schaffner's instructions. If such return was not completed within this period, the replacement Power Quality Product shall be charged at the original price to the account of the Customer as purchaser. In addition, the limited manufacturer's warranty for the replacement Power Quality Product according to the provisions of Clause 3.VIII. shall expire with immediate effect in such case.

- Spare parts: 6 months for the spare components and parts by Schaffner from delivery ex works (date of delivery note).

#### 4. WARRANTY EXCLUSION

No rights or claims of the Customer shall exist under this manufacturer's warranty, and all such rights or claims shall be excluded to the fullest extent legally permissible, in respect of the following:

- Any defects or damages not attributable to proven material or manufacturing defects.
- Any defects or damages to other products or devices by Schaffner (please refer to the applicable terms of sale and delivery as well as the applicable terms of warranty for these).
- Any consequential damage to Power Quality Product and/or any other devices, equipment and installations.
- Power Quality Product the serial or item number of which has been modified made unrecognisable or removed.
- Any defects or damages caused by, contributable to or increased by: (I) non-observance of the recommendations and instructions contained in the installation, operating or maintenance manual of Schaffner; (II) inappropriate installation, particularly by unauthorised electricians, inappropriate care or maintenance; or (III) unauthorised interventions, modifications or repair attempts without prior written approval from Schaffner.
- Any defects or damages caused by, contributable to or increased by non-observance of the applicable or prevailing standards/directives and/or safety provisions or those approved by Schaffner.
- Any wear and tear caused by utilisation and any other natural wear, for example of electrical, mechanical or any other parts or components of Power Quality Product.
- Transportation damages.
- Any defects or damages caused by, contributable to or increased by (I) improper use, (II) ambient conditions beyond the published specifications, (III) inappropriate operating conditions or (IV) overload.
- Any defects or damages caused by, contributable to or increased by (I) applying force, (II) external impact or influence, (III) ingress of foreign objects, (IV) electrical power failures, (V) force majeure or (VI) any other events beyond the control or influence of Schaffner.
- Any defects or damages to Power Quality Product containing spare parts that are neither original Schaffner spare parts nor spare parts recommended by Schaffner.

By making use of Schaffner services under this manufacturer's warranty, the Customer acknowledges and agrees that Schaffner is entitled to charge the Customer (as ordered of such services) for expenditures and costs directly or indirectly incurred by Schaffner in rendering services under this manufacturer's warranty, if Schaffner, in rendering its services under this manufacturer's warranty or thereafter, determines that one of the above-mentioned exemptions apply. Schaffner will invoice such expenditures and costs as well as any additional expenditure for possible adaptations, changed or adapted registrations or address modifications to the account of the Customer (as ordered of such services) according to the then applicable rates.

## 5. SERVICE ACCESSIBILITY AND INSTALLATION CONDITIONS

By making use of Schaffner services under this manufacturer's warranty, the Customer acknowledges and agrees that:

- Power Quality Product must be freely accessible for the purpose of replacement, repair, maintenance and modification at any time. In this respect, the information contained in the Power Quality Product user manual must be observed. If any additional costs or expenditure are incurred by Schaffner due to accessibility problems for services under this manufacturer's warranty, Schaffner shall be entitled to charge these to the account of the Customer (as ordered of such services).
- If any ambient or installation conditions of Power Quality Product are found at the customer's which jeopardise the safety of Schaffner service staff or any third-parties commissioned by Schaffner, Schaffner is entitled to terminate its services or service visits hereunder at any time and to charge the costs incurred to the account of the Customer (as ordered of such services).
- Schaffner or any third-parties commissioned by Schaffner are entitled (but not obliged) to immediately shut down Power Quality Product or any associated installation or demand their shutdown from the Customer verbally or in writing if such ambient or installation conditions result in danger to life and limb. In any event Schaffner excludes any liability for inappropriate use, installation, mounting or operation by the Customer, third parties or the device operator; failure to shut down Power Quality Product despite notification by Schaffner service staff or third parties or its restart by the Customer or any third parties called in by the Customer after shutdown by Schaffner service staff or third parties shall be at the sole risk and responsibility of such Customer, third party and/or device operator.

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

### I. GENERAL

In principle, only original components and original parts shall be used. Third-party products and/or any spare parts, components and assemblies not verified and approved by Schaffner are not permitted, are not supported by Schaffner and exclude any rights or claims by the Customer towards Schaffner under this manufacturer's warranty. Subsequent services, repairs or warranty claims by Customers under this manufacturer's warranty may be rejected at Schaffner's sole discretion irrespective of whether such parts, components or assemblies have already caused damage.

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

Regular maintenance of Power Quality Product is required according to the user manual in order to ensure their functionality. The consumables, components or parts required for such maintenance can be purchased from authorised Schaffner contract/sales partner. Maintenance work performed by the Customer or device operator may only be carried out by trained and qualified professionals.

Any defects and/or damages which are caused by, contributable to or increased by:

- mounting, installation, configuration, application and/or usage faults through use of untrained and unqualified staff; or
- usage of unauthorised or unsuitable consumables, components or parts; or
- omitted, inappropriate, careless or unprofessional maintenance,

shall not be covered by, and shall be excluded from, the warranty services under this manufacturer's warranty and must be borne by the Customer or by the party causing such defects and/or damages.

### III. SPARE PARTS

Spare parts shall be available to end users solely with the deployment of qualified Schaffner service staff or third parties commissioned by Schaffner during and after expiry of the term of the manufacturer's warranty.

Interventions and manipulations to Schaffner devices by any person other than Schaffner service staff or third parties commissioned by Schaffner can be life-endangering, are explicitly prohibited by Schaffner and result in the exclusion of any rights or claims of the Customer towards Schaffner under this manufacturer's warranty.

## 7. WARRANTY SERVICES AND ABSORPTION OF COSTS BY SCHAFFNER

By making use of the warranty services rendered by Schaffner under this manufacturer's warranty, the Customer acknowledges and agrees that, without prejudice to the other terms and conditions under this manufacturer's warranty, Schaffner's warranty services and the costs to be borne by Schaffner therefor, shall be strictly limited as follows:

### I. POWER QUALITY PRODUCT ECOSINE ACTIVE HARMONIC FILTER - BRING-IN WARRANTY

Wall-mounted devices<sup>(1)</sup> are subject to a BRING-IN WARRANTY. In the event of defect covered by this manufacturer's warranty and if the Power Quality Product is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item 9 below), Schaffner shall bear the costs of rectification for Power Quality Product including cost of transportation to the place of delivery according to the delivery note.

Services covered by Schaffner:

- cost of transportation from and to the place of delivery
- costs of rectification of Power Quality Product

Any potential additional costs for on-site services or cost of transportation to installation sites which deviate from the original place of delivery – if more expensive - are charged by Schaffner to the account of the Customer (as ordered of such services).

<sup>(1)</sup> FN3420-30-XXX-3 bis FN3420-120-XXX-3, FN3430-30-XXX-4 bis FN3430-120-XXX-4, FN3530, FN3531, FN3532, FN3540, FN3541 und FN3542.

## II. POWER QUALITY PRODUCT ECOSINE ACTIVE HARMONIC FILTER - ON-SITE WARRANTY

Cabinet devices<sup>(2)</sup> are subject to an ON-SITE WARRANTY. In the event of defects covered by this manufacturer's warranty and if the Power Quality Product is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item 9 below), Schaffner shall bear the travel expenses of Schaffner service staff or any third parties commissioned by Schaffner to the place of delivery and the costs of rectification of Power Quality Product including cost of transportation for spare parts to the place of delivery according to the delivery note.

Services covered by Schaffner:

- cost of transportation for spare parts from and to the place of delivery
- travel expenses to the place of delivery
- cost of rectification of Power Quality Product

Any potential additional cost for replacement, travel expenses or cost of transportation to installation sites which deviate from the original place of delivery - if more expensive - are charged by Schaffner to the account of the Customer (as ordered of such services).

<sup>(2)</sup> FN3420-200-XXX-3 to FN3420-300-XXX-3, FN3430-200-XXX-4 to FN3430-300-XXX-4 and FN3545

## III. POWER QUALITY ECOSINE PASSIVE HARMONIC FILTER - BRING-IN WARRANTY

Passive harmonic filters are subject to a BRING-IN WARRANTY. In the event of a defect covered by this manufacturer's warranty and if the Power Quality Product is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item 9 below), Schaffner shall bear the costs of rectification of the device including cost of transportation to the place of delivery according to the delivery note.

Services covered by Schaffner:

- cost of transportation from and to the place of delivery
- cost of rectification of Power Quality Product

Any potential additional costs for on-site services or cost of transportation to installation sites which deviate from the original place of delivery - if more expensive - are charged by Schaffner to the account of the Customer (as ordered of such services).

## IV. REACTOR - BRING-IN WARRANTY

Reactors are subject to a BRING-IN WARRANTY. In the event of defect covered by this manufacturer's warranty and if the reactor is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item 9 below), Schaffner shall bear the costs of rectification of the reactor including cost of transportation to the place of delivery according to the delivery note.

Services covered by Schaffner:

- cost of transportation from and to the place of delivery
- cost of rectification of reactor.



Any potential additional costs for on-site services or cost of transportation to installation sites which deviate from the original place of delivery - if more expensive - are charged by Schaffner to the account of the Customer (as ordered of such services).

#### V. OUTPUT FILTER - BRING-IN WARRANTY

Output filters are subject to a BRING-IN WARRANTY. In the event of defect covered by this manufacturer's warranty and if the output filter is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item 9 below), Schaffner shall bear the costs of rectification of the output filter including cost of transportation to the place of delivery according to the delivery note.

Services covered by Schaffner:

- cost of transportation from and to the place of delivery
- cost of rectification of output filter.

Any potential additional costs for on-site services or cost of transportation to installation sites which deviate from the original place of delivery - if more expensive - are charged by Schaffner to the account of the Customer (as ordered of such services).

#### 8. LIABILITY

Any further or other claims or rights of the Customer or third parties (such as, by way of example, device operators) arising out of or in connection with any actual or alleged defects and/or damages of Power Quality Product are explicitly excluded by Schaffner, including (without limitation) any possible claim for rescission of contract or reduction of purchase price. Schaffner shall in no event be liable towards the Customer for any further damages, consequential damages, indirect damages, damages to third parties and/or reimbursement or compensation of any kind, for example for business interruption, downtime, lost profits, financing costs, loss of data and information or any indirect consequential damage. The exclusion of liability shall not apply to the compulsory liability of Schaffner under applicable product liability statutes, cases of wilful intent, gross negligence or culpable injuries of life, limb or health.

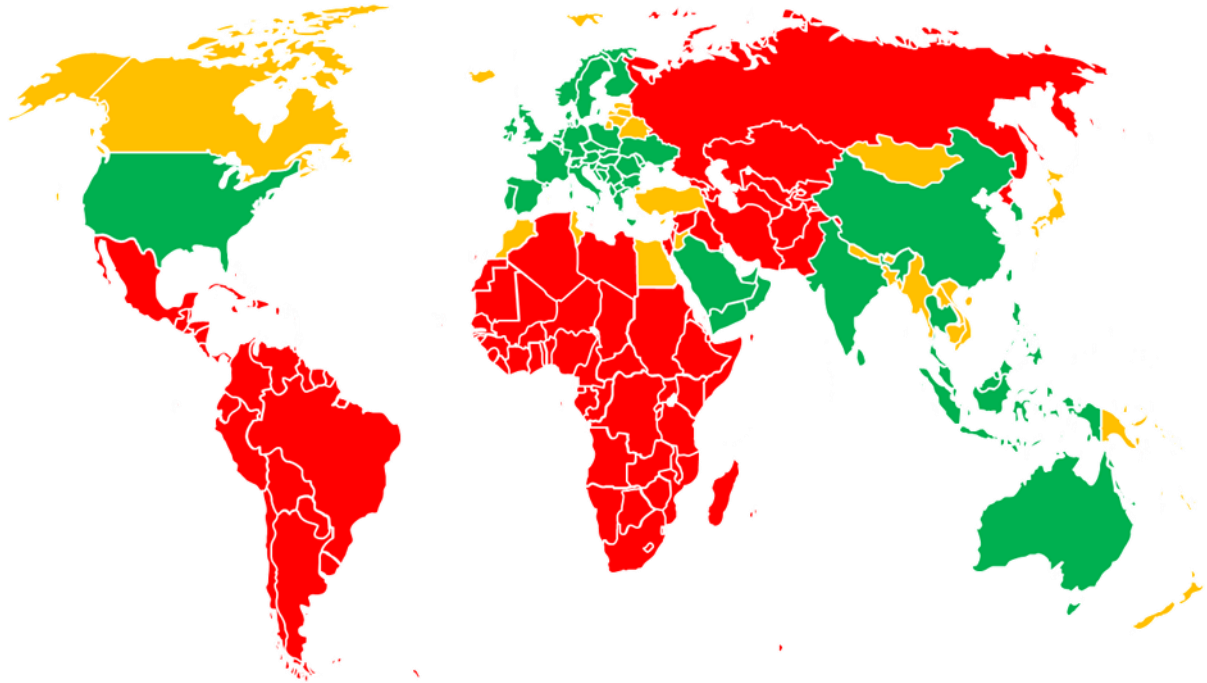
#### 9. GEOGRAPHIC INSTALLATION SITE

Schaffner offers its customers a global service which, depending on the region, comprises different scopes of services according to the following zone plan.

Power Quality Product installed and operated in **Zone 1** unrestrictedly entitles the Customer to services provided by Schaffner according to the terms and conditions of this manufacturer's warranty.

Power Quality Product installed and operated in **Zone 2** unrestrictedly entitle the Customer to services provided by Schaffner according to the terms and conditions of this manufacturer's warranty; provided, however, that Schaffner reserves the right, at its sole discretion, to charge any additional cost of transportation and travel expenses exceeding the costs for Zone 1 to the account of the Customer (as ordered of such services).

Power Quality Product installed and operated in **Zone 3** are subject to a Bring-In Warranty. Transport-, Import- and Tax costs must be covered to the full extent by customer (as ordered of such services).



## 10. APPLICABLE LAW AND PLACE OF JURISDICTION

The terms and conditions of this manufacturer's warranty shall **be exclusively governed by Swiss substantive law** (to the exclusion of the UN Convention on Contracts for the International Sale of Goods; UNCITRAL, CISG, Vienna Convention). **The place of jurisdiction shall be Solothurn (Switzerland)**. Compulsory places of jurisdiction and Schaffner's right to enforce their claims under this manufacturer's warranty at any **other court of competent jurisdiction in Switzerland or abroad** shall remain reserved.

Schaffner International AG | As of January 2019.