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Warranty Terms & Conditions

for TommaTech Uno & Trio Series inverters
V2305.17

Introduction

1. TommaTech GmbH (hereinafter referred to as TommaTech) provides the following limited* warranty for TommaTech inverters and accessories (hereinafter referred to as the products) to official distributors and/or to the end customer, depending on who purchased the inverters from TommaTech (hereinafter referred to as customers). This Limited Manufacturer Warranty is applicable for all products as outlined in Table 1, 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 exclusively to TommaTech inverters & TommaTech accessories (including online monitoring devices, CT/ Smart Meters/ Power Controller, Smart Controller, and EPS-/ Parallel boxes) manufactured and supplied either directly by TommaTech or through authorized partners (Distributors) of TommaTech. All external and ancillary parts and units (e.g. Monitoring/Communication devices, batteries, hardware/software controllers etc.) installed with the inverters from third parties are excluded from the warranty.)

Warranty Terms

4. 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

5. 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

6. TommaTech warrants the followings, based on the terms and conditions as outlined in this document:

Table 1: Product and Warranty Period

Product	Warranty Period
Uno Hybrid K-Series Trio Hybrid K-Series	5 years standard warranty + optional 5 years spare parts warranty, starting from the day of delivery.
Uno Atom Uno Home Trio Atom Trio Atom K-Series Trio Plus Trio Plus K-Series Uno & Trio Hybrid Trio Force Trio Grand	5 years standard warranty, starting from the day of delivery. Note: If an inverter is connected to the TommaTech-Portal and generation data has been successfully uploaded, the inverter warranty can be upgraded to 5 years standard warranty + 5 years spare parts warranty.
Smart Meter/ CT Mobile Wi-Fi/ Wi-Fi Dongle Mobile Lan/ Lan Dongle Remote Wi-Fi Smart Controller Uno & Trio EPS Box Heat pump Controller Trio EPS / Booster Parallel Box	2 years standard warranty starting from the day of delivery.
<p>Please note:</p> <ul style="list-style-type: none"> a. The day of delivery is the day that the price for the products has been paid in full and the customer picked up the goods from TommaTech or its authorized distributor, unless TommaTech is responsible for the transport. b. The spare parts warranty only covers the cost of the hardware material needed to get the device working again. It excludes any inbound/outbound transportation, travel, or labor costs for the replacement or on-site services. 	

7. In the event of Product replacement, the remaining warranty period shall be transferred to the substitutive product. Product replacement does not extend the warranty period and does not provide a replacement warranty period.

Product Registration

8. Distributors or end customers who have purchased TommaTech products (TommaTech inverters and accessories) shall register these products within 90 days from the date of commissioning of the products via www.tommatech-portal.de and upload all required information (including correct customer information, PV-Module information, contact information, etc.). If any customer fails to register a TommaTech product before the deadline, the product warranty period will be counted automatically from 6 months after the manufacturing date.

Warranty Extension

9. Within the first 3 months after the purchase from TommaTech, customers can apply for a warranty extension. TommaTech shall, at its own discretion, grant a warranty extension for a limited and specific period which will be added to the initial warranty period.

Warranty Claim Procedure

10. 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.
11. 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.
12. 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

13. If a defective product is detected, TommaTech or TommaTech's authorized distributors must be notified immediately and the use of the defective product must be discontinued. If a defective product is detected, the product packaging must not be discarded and the return instructions of TommaTech or TommaTech's authorized distributors must be followed for the return procedure.
14. 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

15. 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. Problems, defects, and malfunctions caused using Products and accessories on mobile units including but not limited to vehicles, ships etc.
 - i. 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.
 - j. If any model, type, label or serial number of the Product and accessories has been changed or deleted or made illegible.
 - k. 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.
 - l. Bodily (death, injury, etc.) or material harms occurring in living or non-living entities.
 - m. Moving the Product from the place where it was first installed to another location.
 - n. 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.

- 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 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.
- y. If either the Product, including the case or the Product series number are modified or altered, or the Product label is removed, or defaced.
- z. In the case of flaws (e.g., any external scratch or stain, or nature material wearing which does not represent a defect) that do not adversely affect the proper functioning of the inverter or accessories;
- aa. Normal wear or tear.

Furthermore, please note that:

- 16. 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.
- 17. All other costs including but not limited to compensation from direct or indirect damages arising from the defective inverters 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, tort, or otherwise, the maximum compensation for end customer losses caused by its faults shall not exceed the amount paid by the distributor and or the end customer for the purchase of the equipment. However, in case of end customers these warranty terms do not limit applicable consumer protection laws relating to defects in equipment purchased by end consumers.

Service after Warranty Expiration

18. 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

19. 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 Hybrid Inverters installed with TommaTech Batteries

20. The default minimum capacity is 10% (can be changed to a higher level). During night time (no PV), when the battery is discharged to the minimum capacity, usually the inverter will enter “Idle mode” or “Standby mode”. However, the hybrid system is still consuming power. Therefore, you may see that the battery capacity sometimes decreases below 10%. When the battery capacity is down to 5% (protection level), it will trigger a charging demand, which requests charging from grid until it reaches the minimum capacity level. This may happen especially in the night or during winter and bad weather periods with limited PV generation. Please note that this is a normal behavior which will extend the battery life.
21. Consequently, it is recommended to force charging of the batteries from grid timely during bad weather (like continuous snowstorm, raining, cloudy days), to ensure that the battery won't be fully discharged (0% capacity) under such situations. Besides this, manually switching off the whole system can be an alternative under such conditions.
22. When adding a new battery to the existing system, it is required that the new battery has the same capacity level with the existing battery system before it is added (for example pre-charge the original battery system and new battery to the full capacity, and then install them together), please check the corresponding TommaTech battery user manual regarding this topic;
23. When charging a battery from grid, please consider its self-consumption during this process. The total energy taken from grid won't be completely the same as the total energy discharged from the battery system. Hence, a warranty claim under such conditions will not be accepted.

Special Amendment for Hybrid Inverters installed completely Off-Grid

24. 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.
25. For better analysis and troubleshooting in case of a warranty claim, it is recommended that the end customer register the inverter online; otherwise, the end customer will need to provide detailed information in the TommaTech RMA form for a warranty claim.
26. 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 EPS Overload fault during nighttime or when there is not sufficient PV power generation and remaining battery capacity. Damages to inverters caused by incorrect installation will not be covered by the warranty.

*This Limited Warranty is a basic warranty promise from TommaTech to end customers and distributors. 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.