

## Provisions for manufacturer's warranty extension 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**").

For certain products Schaffner (hereinafter referred to as "**Schaffner**") provides the possibility of buying an extension of the original warranty for up to 3 additional years, which is basically subject to the same terms and conditions as the Manufacturer's Warranty s. This Warranty Extension can be acquired for certain Power Quality Products (hereinafter referred to as "**Power Quality Product**").

Schaffner provides this Warranty Extension in accordance with the Manufacturer's Warranty s and these provisions for the extension of the manufacturer's warranty for Schaffner Power Quality Products (hereinafter referred to as "**Warranty Extension**") by remedying any defects of Power Quality Product 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 Customer, these Warranty Extension shall have priority over any further rights of the Customer towards the Power Quality Product vendor (hereinafter referred to as "**Buyer's Rights**"). Buyer's Rights exclusively determine the relationship Buyer - Customer and cannot be asserted towards Schaffner and the Group companies, neither under these Warranty Extension nor under the Manufacturer's Warranty s.

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

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.

These Warranty Extension were issued in the German and English language. In the event of inconsistencies, the German version shall take precedence – **irrespective of whether the Customer has received the German or the English version.**

## 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 Power Quality Product, 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 Customer.

### II. Terms for acquiring a Warranty Extension

In order to acquire a Warranty Extension, the timely prior registration of the Power Quality Product pursuant to the Manufacturer's Warranty 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 Power Quality Product does not have any defects. If it turns out that the Power Quality Product 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 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 5<sup>th</sup> year from delivery ex works (date of delivery note) even in the event of Warranty Extension.

### IV. Sale of the Power Quality Product

If the Customer sells the Power Quality Product, the Warranty Extension is also valid for the new Customer, provided the change and the new 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 Customer's site.

## 3. ASSERTION AND CORRECTION OF THE DEFECT

Subject to the other stipulations under these Warranty Extension, Schaffner will remedy any defects of the Power Quality Product 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 a Power Quality Product is improved (improvement) or replaced by a new device (replacement). In the event of replacement, the fair value of the Power Quality Product of 100% in the 1<sup>st</sup> year, 100% in the 2<sup>nd</sup> year, 80% in the 3<sup>rd</sup> year, 60% in the 4<sup>th</sup> year, 40% in the 5<sup>th</sup> year of the

purchase price shall be considered, i.e. the exceeding value of the replacement device must be paid by the 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 Power Quality Product 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 Power Quality Product.

Any replaced components, parts and devices must be ceded or surrendered to Schaffner by the 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 Power Quality Product 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.

#### 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 Power Quality Products.
- any consequential damage to Power Quality Products and/or to any other devices, buildings, facilities and installations.
- Power Quality Product 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 Power Quality Product.
- transport damages.
- any aesthetic defects and deviations (e.g. colour, small scratches, etc.) which do not impair the functionality of the Power Quality Product.
- 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 a Power Quality Product 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, the 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 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 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 or under the Warranty Extension, the Customer acknowledges that:

- Power Quality Product must be freely accessible for replacement, maintenance and repair at any time. For this purpose, the information in the Power Quality Product user manual must be observed. If additional costs and expenses are incurred by Schaffner due to complicated accessibility for services under these Warranty Extension, Schaffner shall be entitled to charge these costs and expenses to the Customer's account.
- if ambient conditions or installation conditions of the Power Quality Product are found at the 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 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 Power Quality Product and/or the associated installation or to demand their shutdown from the Customer in written or oral form. In any case Schaffner excludes any liability for improper use, installation, mounting or operation by the Customer, a third party or the equipment operator, and failure to shut down the Power Quality Product 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 Customer or any third party brought in by the Customer shall exclusively be the risk and responsibility of the 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 Power Quality Products. 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 Customer towards Schaffner under these Warranty Extension. Any possible subsequent repairs or warranty claims by the Customer under these 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 Power Quality Products, 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 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, are excluded from the Warranty Extension and shall be borne by the 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. Power Quality Product) 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 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 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 Power Quality Products 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 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, un-excludable 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, the Customer acknowledges that Schaffner will only provide the services specified in the following - subject to the other stipulations of these Warranty Extension - and will only bear the costs specified in the following. Further costs associated with the service provision by Schaffner under these Warranty Extension shall be borne by the Customer and be remunerated to Schaffner.

### 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 Warranty Extension and if the Power Quality Product is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item **Fehler! Verweisquelle konnte nicht gefunden werden.** 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 to FN3420-120-XXX-3, FN3430-30-XXX-4 to FN3430-120-XXX-4, FN3530, FN3531, FN3532, FN3540, FN3541, FN3542 and SYNC300X.

## 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 Warranty Extension and if the Power Quality Product is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item **Fehler! Verweisquelle konnte nicht gefunden werden.** 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 Warranty Extension and if the Power Quality Product is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item **Fehler! Verweisquelle konnte nicht gefunden werden.** 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 Warranty Extension and if the reactor is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item **Fehler! Verweisquelle konnte nicht gefunden werden.** 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 Warranty Extension and if the output filter is installed and operated in **Zone 1** (for **Zone 2** and **Zone 3** see item **Fehler! Verweisquelle konnte nicht gefunden werden.** 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).

#### 9. GEOGRAPHIC INSTALLATION SITE

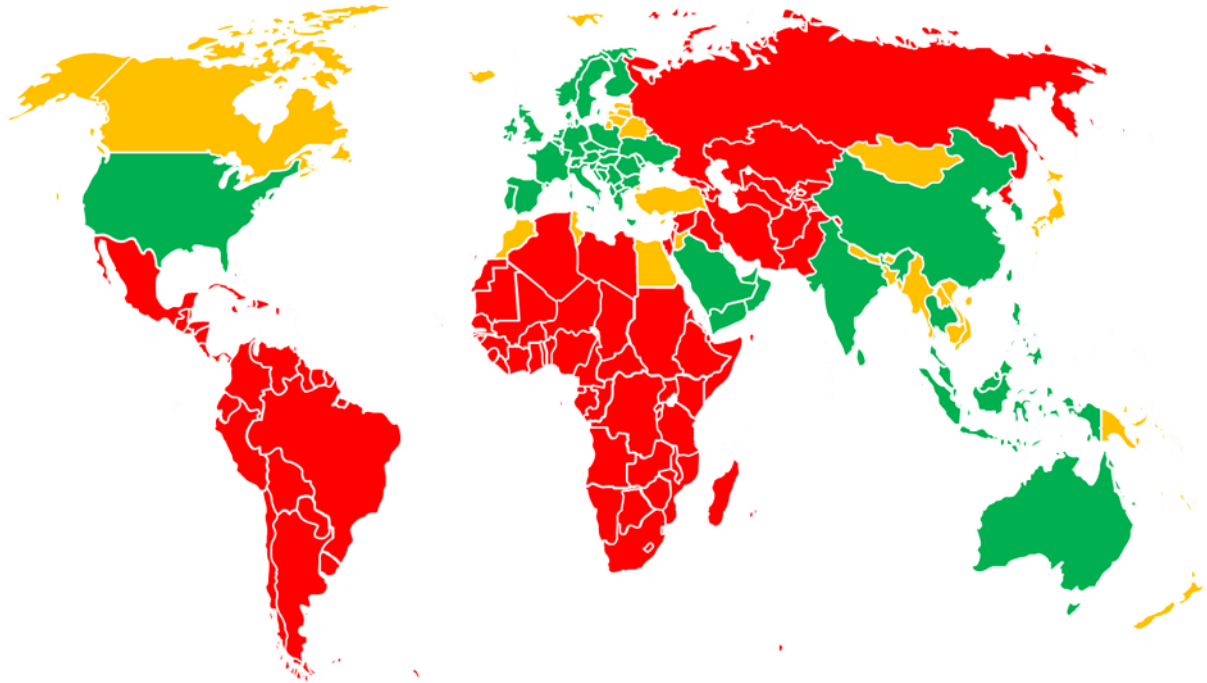
Schaffner offers its customers a global service which, depending on the region, comprises different scopes of services according to the following zone plan.

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 Warranty Extension.

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 Warranty Extension; 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 2020.