

# LIMITED PRODUCT WARRANTY FOR ASM/SANTON D.C ISOLATOR

Revision 02

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Australian Solar Manufacturing Pty Ltd ACN 138 167 147 places highest demands on the quality of its products that are manufactured in accordance to stringent quality standards and regulations and/or sourced from its worldwide suppliers. This warranty is offered for D.C Isolators are as follows:

## Product code:

**2 Pole D.C Isolator with IP65 Enclosure — ASM XA100.16D2H-H**

**4 Pole D.C Isolator with IP65 Enclosure — ASM XA100.16D4H-H**

## 1. Limited Product Warranty – 1 year (12Months) Repair or Replacement Remedy

**ASM** warrants that for 1 year or 12 months from the date of sale to the original user / purchaser, its ("D.C ISOLATOR") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If any D.C Isolators fail to conform to this limited warranty, subject to these terms and conditions (the "Limited warranty terms") ASM will, at its option, either repair, replace or refund whole or individual parts of that product from it's Melbourne based manufacturing facility after full investigation is completed upon receiving defective product by "Purchaser", please note ASM will not cover any associated cost arising from Purchaser in isolating, disconnecting or removal of Isolator from it's installed/stored location to our facility. This cost shall be borne by Original Purchaser/integrator (Licensed Electrical Contractor).

The repair, replacement or refund Remedy provided herein shall be the sole and exclusive remedy of the customer under the Limited Warranty and provision of the Remedy is all that ASM is required to do in order to honour the Limited Warranty. The Limited Warranty for any repaired or replaced D.C Isolator shall not extend beyond the Warranty Period that commenced on the Warranty Start Date for the first D.C isolator purchased subject of the original warranty claim.

In the case of a valid claim for repair or replacement of a D.C isolator under the Limited Warranty Terms, provided the repaired or replacement D.C Isolator is installed by ASM, an affiliate of ASM or an authorised/Trained ASM installer, the Limited

Warranty covers:

- (i) reasonable and customary transportation costs for return of D.C Isolators; and
- (ii) reshipment of any repaired or replaced D.C Isolators

**Note :** Transportation cost covered is "to and from" it's original shipment address when products were first Purchased/shipped.

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## 2. Exclusions and limitations

The Limited Warranty does not apply to any of the following:

**2.1.** If in ASM's sole judgment, the D.C Isolators has been subject to misuse, neglect, or accident or has been damaged through abuse, alteration, improper installation or application, or negligence in use, transportation, handling or storage, or repaired by anyone other than an authorised representative of ASM, this warranty will be considered void.

**2.2.** The warranty does neither include material flaws, processing and production errors or functional disturbances or other damage to connection cables.

**2.3.** This warranty does not cover indirect damage, in particular no secondary or resulting damages including damage to persons or property, lost profit, damage to reputation, loss of data, advertising or manufacturing costs, overhead costs and loss of customers as well as costs resulting from business interruption, removal and / or re-installation or purchasing of new items.

**2.4.** The warranty will be void where the Isolators concerned has not been used correctly. The warranty is only valid where it has been used in a stationary application on the mainland. The warranty does not cover maritime or mobile uses in particular.

**2.5.** No warranty services will be performed, if the Isolator is modified from its delivery condition as a result of neglect, improper operation, installation, use, storage, transport, handling or by failure to observe the warnings in the data sheet or similar documents, the base on which the Isolator is secured, connections to Isolators by other manufacturers, and events which could not have been prevented with the technology available at the time of purchase, or in any other way, even by repair.

No warranty services will be performed if the Isolator is modified/damaged as a result of force majeure (storm, hail, fire, power failure, lightning strike, flooding, infestation with insects and pests, exhaust fumes etc.) or as a result of vandalism or comparable causes resulting from the actions of third parties. Warranty services are also excluded if a Isolator has been damaged through misuse, accident or conversion.

**2.6.** If the originally supplied Isolator type is no longer produced, ASM will supply the current nearest equivalent Isolator type as replacement.

**2.7.** ASM's liability under this warranty will in no event exceed the purchase price of the defective Isolator.

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## 3. General Information

**3.1.** The warranty does not extend to supplying new or as-new products. ASM retains the right to use new, overhauled or specially manufactured parts or products. Each Isolator replaced becomes the property of ASM.

**3.2.** Claims granted on the warranty cause neither a new warranty period to be started nor the warranty to be extended.

**3.3.** Should these terms of warranty differ from the information supplied in the data sheet, these terms of warranty shall prevail.

## 4. Obtaining Warranty Performance

**4.1.** Claims under this warranty will be considered if submitted in writing to ASM or the ASM Dealer within 14 days following the discovery of any defect covered by this warranty, with specific details, and provided ASM or its agents are permitted a commercially reasonable opportunity to examine and analyse the material or workmanship claimed to be defective. An authorised representative of ASM must approve any claim in writing.

**4.2.** For a claim to be made, a copy of the ASM Dealer invoice and the warranty claim should be sent to ASM or the ASM Dealer with details of the Isolator, the date of delivery and the defects which have arisen.

**4.3.** The customer is entitled to return Isolators only with prior permission from ASM, otherwise it will be liable for the cost of the return.

## 5. OH&S Disclaimer

ASM and ASM Dealers work with and recommend various installation companies to install, test and certify correct installation. ASM is a supplier of systems only. Each installation must be covered by the installer's insurances, commercial terms and conditions and by the applicable OH&S legislation. Each person that installs assemblies or services must comply with all OH&S requirements relevant to the type of work being conducted including, but not limited to, plumbing work, work on heights exceeding 2.5m and electrical work. The customer must ensure that it complies with all its OH&S obligations.

**This warranty will be void if these conditions are not met.**

## 6. Contact Details for ASM

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