

WARRANTY TERMS & CONDITIONS

1. General information

1.1. Energy S.P.A., in addition to the guarantees established by law, voluntarily grants a manufacturer's warranty applicable for the period indicated below in these conditions for the products distributed by it. The following warranty conditions are the sole and exclusive ones that define the content and coverage of the warranty statement issued by Energy S.P.A.

1.2. Energy S.P.A. has the right to modify these warranty conditions at any time with effect for the future. The warranty conditions in force at the time of purchase of a product always apply.

1.3. This warranty comes into effect in addition to, but not limited to, any statutory or contractual rights of the warranty beneficiary.

2. Legal Guarantee

2.1. The products supplied are guaranteed for manufacturing defects such as, by way of example, those relating to quality and their functioning and are therefore covered by all, without exception, the guarantees provided for by law in relation to the specific characteristics of the same. In particular, all the rights and actions recognized to the consumer against the producer pursuant to Legislative Decree no. 206 of 6 September 2005 (Consumer Code) apply.

2.2. The manufacturer's warranty lasts for 12 months from the date of sale, starting from the expiry of the sixth month following the shipment of the product from the Energy S.P.A. warehouse.

2.3. The verification of the defect or defect and the intervention under warranty must be carried out by the installer, or by a competent technician chosen by the customer.

2.4. The consumer must first contact the installer who supplied the product; failing that, he must contact the Energy S.P.A. contacts indicated on the product or available on the www.energyspa.com website [↴](#).



3. Conventional Warranty

3.1. For products distributed by Energy S.P.A., Energy S.P.A. provides a conventional warranty that operates alongside the retailer's statutory warranty obligations.

3.2. Energy S.P.A. offers a free conventional warranty on all its ZeroCo2 branded systems consisting of inverters plus storage supplied by it. In order to benefit from the above-mentioned conventional warranty, our system must be registered on the following website:

www.energyspa.com -> Warranties -> Register Product.

The conventional warranty for systems is divided as follows:

- ZeroCo2 Small/Large brand inverters for which the duration of the conventional warranty is 60 months (5 years)
- ZeroCo2 XL brand inverters for which the conventional warranty duration is 24 months (2 years)
- Pylontech brand storage systems for which the conventional warranty duration is 120 months (10 years)
- Monitoring products Dataloggers, and accessories for which the conventional warranty period is 24 months (2 years)

Energy S.P.A. offers the possibility of extending the conventional warranty, for the devices listed below, through the website www.energyspa.com -> Warranties -> Buy Energy Care.

- ZeroCo2 Small/Large brand inverters: possibility of extension of conventional warranty from 60 months (5 years) to 120 months (10 years)
- ZeroCo2 XL brand inverters: possibility of extending the conventional warranty from 24 months (2 years) to 60 months (5 years)

3.3. In case of installation of the products supplied by Energy S.P.A. with compatible products of other brands, the conventional warranty cannot be extended.



4. Support Activation Procedure

4.1. In the event that the Energy S.P.A. product is found to have malfunctions, the purchaser must contact his installer.

4.2. In the absence of feedback from the installer, the purchaser must activate the procedure for assistance and repair/replacement under warranty by filling out the appropriate form on the [www.energyspa.com website](http://www.energyspa.com).

For calls from Italy, the dedicated number is also available, which is 049 5017583.

4.3. To initiate the warranty service request process, you must provide the following information and documents regarding the non-functional product:

- a) Product model (e.g. ZeroCo2 Small S5-3K) and identification serial number (e.g. 10310502....);
- b) Copy of the purchase invoice;
- c) Image file of the product installation and any error messages on the display (if any) and/or other additional information on failure modes;
- d) Detailed information of the photovoltaic system (e.g. make and model of the modules, DC diagram, etc.);
- e) Any documentation of previous service/replacement requests on the same system (if any).

4.4. In order to continue providing the agreed assistance services, the applicant of the services will be asked to enter their tax data, these data will be used to charge the costs if the legal guarantee or the conventional guarantee does not apply.

4.5. The purchaser is obliged to keep the original packaging for the duration of the legal and conventional warranty period .



5. Warranty services

5.1. To ensure the best service to end customers, all installers are required to respond to requests for assistance. Energy S.P.A. will intervene on any unit or part thereof for which a design or construction defect is demonstrated during the warranty period as specified below.

5.2. In the event that a product proves to be defective and non-functional during the warranty period, Energy S.P.A. will:

- resolve the issue by updating the software to the latest firmware version released or changing configurations; or
- repair the defect at the headquarters of Energy S.P.A; or
- provide an equivalent replacement device (repaired, refurbished or upgraded model and with at least equivalent functions) or a new device; or
- have these services performed by Energy S.P.A. service partners tag.

5.3. Warranty work on components that can be easily replaced will be carried out by sending the replacement components by Energy S.P.A. so as to allow the installer, indicated by Energy S.P.A. or directly by the user, to replace the individual defective or defective component independently, and at his own care, as per the instructions that will be provided with the replacement component. These components will need to be disposed of by the customer.

5.4. In the event that the product needs to be replaced the remaining warranty period will be assigned to the product supplied as a replacement, otherwise the warranty of the original unit will continue as normal.

5.5. The warranty includes all processing and material costs necessary to restore non-functional products.

5.6. In the case of replacement of the product under warranty, the costs of collection and transport of both the damaged product and the replacement product are borne by Energy S.P.A. only if the damaged product is made available for collection with the original packaging or equivalent.

If the damaged product is not made available for collection no later than thirty days from the delivery of the product supplied as a replacement, the conventional warranty will lose its effectiveness and the product supplied as a replacement will be invoiced and all related costs, including those related to the new delivery, will be quantified on the invoice and it will be the customer's responsibility to proceed with the disposal of the same.



5.7. As a result of the warranty replacement, the replacement product will become the property of the customer and the defective Product will become the property of Energy S.P.A.; Energy S.P.A. will then be authorized to provide for the regeneration or disposal of the defective product returned.

5.8. Energy S.P.A. reserves the right to have warranty assistance carried out by third parties.



6. Causes of Exclusion and Limitations of Warranty

6.1. Any malfunction or defect will not be covered by the manufacturer's warranty in the following cases:

- 1) Form for the activation of the assistance procedure and repair/replacement under warranty not filled in correctly, not signed or not sent to Energy S.P.A.
- 2) Devices modified in whole or in part, replacement of components or changes to the structure of the unit or system with parts not approved by Energy S.P.A.
- 3) Substitutions or repair attempts carried out by technicians not authorized by Energy S.P.A., or the drive's serials have been erased or seals have been removed.
- 4) Unit installed or started incorrectly and, in any case, not in accordance with the procedures provided by Energy S.P.A.
- 5) Malfunctions caused by compatible products but not supplied directly by Energy S.P.A.
- 6) Operations carried out by the end customer or other person, contrary to the safety regulations of the country of installation (VDE standard or equivalent).
- 7) Unit damaged due to incorrect storage or damaged during storage by the distributor or end customer.
- 8) Defect occurred during transport due to unsuitable packaging.
- 9) Failure to comply with the instructions and directions given in the manual, installation guide and maintenance rules.
- 10) Unit used incorrectly or improperly.
- 11) Insufficient ventilation for the unit.
- 12) Maintenance procedures not followed properly.
- 13) Defects or malfunction caused by force majeure, e.g., violent weather factors, lightning strikes, fire, power surges, high inrush current, wiring removal.
- 14) Damage of an exclusively aesthetic nature without any impact on the functionality of the unit.
- 15) The warranty period as defined above has already expired.
- 16) Exposure to temperatures outside those permissible and reported in the product data sheets.
- 17) Water, moisture, dust and corrosive gases.
- 18) Theft or vandalism on the product or any of its components.
- 19) Deep discharge or internal imbalance of the cells caused by negligence on the part of the purchaser or installer, refers to installation errors or cases where the batteries are left off for more than three months or are in a condition where they are unable to perform their normal functioning.



- 20) Impossibility to verify the cause of the malfunction or defect of the product due to the impossibility of verifying the component not made available for technical analysis by the Customer within the deadline indicated in paragraph 5.6.
- 21) Incorrect or non-compliant wiring or connections or configurations performed by the purchaser or installer or any repair technician not authorized by Energy S.P.A.
- 22) Polarity reversals or short circuit.

6.2. If it is verified that the defect or defect does not exist or is outside the scope of the legal or conventional warranty, the activities carried out and the services provided will be regularly invoiced to the Customer.

6.3. If the material collected for verification and not for replacement under warranty is repairable outside warranty, the costs of analysis and processing will be invoiced to the Customer and the product will be returned only after payment has been received.

In the event that the Customer does not make the payment and does not respond within 15 days of receiving the repair estimate, the product will become the property of Energy S.P.A. which will then be authorized for regeneration or disposal.

6.4. If the material collected for verification and not for replacement under warranty is not repairable outside warranty, the costs of analysis and processing will be invoiced to the customer, the product will become the property of Energy S.P.A. which will then be authorized for disposal. The following point excludes storage systems (batteries, BMS controllers, etc.) which will instead be returned to the customer who will dispose of them independently.

6.5. The warranty does not cover damage caused by limited energy production of the system, lack of self-consumption and similar events, nor indirect loss or damage caused by the malfunction of the products.

6.6. The exclusions and limitations set out in these terms and conditions apply to all warranties offered to the customer and to all orders according to the rules listed above.

6.7. The warranties provided are exclusive and supplement and/or replace all other statutory warranties, express or implied. Unless expressly stated in writing in a document authorized by Energy S.P.A., Energy S.P.A. is not subject to any type of obligation or liability other than those indicated above with respect to the product sold or the services provided.



6.8. Notwithstanding anything to the contrary contained herein, Energy S.P.A. excludes for itself and its suppliers of any level, any liability based on contract, negligence (including negligence or strict liability) or other cause for lost time, lost profits or special, indirect, incidental or consequential damages of any kind.

6.9. The remedies available to the customer are exclusive and the aggregate liability of Energy S.P.A. and its suppliers of any level with respect to these warranty conditions or actions related to these warranty conditions, such as the use of any non-functioning or defective product under these warranty conditions, determined by the manufacturer's liability, may not result in compensation of a value greater than the price of the product, component or service to which such liability refers.



7. Data Protection.

7.1. When you need to activate the procedure for warranty assistance and **repair**/replacement by filling out the appropriate form on the [www.energyspa.com website](http://www.energyspa.com), Energy S.P.A. collects and processes the personal data of the beneficiary of the guarantee.

7.2. The data are collected and processed for the purpose of providing services by Energy S.P.A.

For more information on this, please see the privacy policy on www.energyspa.com.

8. Miscellaneous – Governing Law and Jurisdiction.

8.1. No person other than an authorized representative of Energy S.P.A. may make any modifications, extensions, or additions to these warranty terms and conditions.

8.2. If any provision of these Product Warranty Terms and Conditions is held by a court or award in arbitration to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of these Product Terms which shall remain in full force and effect.

8.3. These warranty terms and conditions shall be governed by and construed in accordance with and in application of Italian law, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. The exclusive jurisdiction is Italy and the exclusive place of jurisdiction is Padua, Italy.

