

## INVERTER WARRANTY TERMS AND CONDITIONS

### **1. WARRANTY PRODUCT: -**

1.1. This warranty shall be applicable solely to Products purchased from Evolve Green Energies Private Limited Formerly M/s. Shimato Enterprises Private Limited and installed and activated by an installer duly certified by Evolve Green Energies Private Limited Formerly M/s. Shimato Enterprises Private Limited M/s. Shimato Enterprises Private Limited. Any external or ancillary parts and units installed with the inverters by third parties shall be expressly excluded from the scope of this warranty.

### **2. WARRANTY PERIOD: -**

2.1. The standard warranty period for inverters purchased from Evolve Green Energies Private Limited Formerly M/s. Shimato Enterprises Private Limited M/s. Shimato Enterprises Private Limited shall be Eight years from the date of purchase.

2.2. To claim the Eight (8) years warranty, the customer shall be required to furnish a valid purchase invoice as proof of purchase.

2.3. If the customer fails to provide a valid purchase invoice, the warranty period shall be restricted to Five (5) years from the manufacturing date of the inverter.

### **3. SCOPE OF WARRANTY: -**

3.1. The warranty herein expressly applies to and encompasses any defects or deficiencies in materials and workmanship that arise solely from the manufacturing process and occur under the product's intended and ordinary use within standard operating conditions. This warranty shall be strictly limited to defects attributable to the manufacturer's production process and shall not extend to any damage, malfunction, or deterioration resulting from misuse, negligence, unauthorized alterations, improper installation, external factors, or any other causes beyond the reasonable control of the manufacturer.

### **4. WARRANTY CLAIM PROCEDURE: -**

4.1. To initiate a warranty claim, the customer shall be obligated to contact Shimato Enterprises Private Limited and provide the serial number of the Inverter, along with a copy of the purchase invoice, if applicable. The submission of such requisite documentation shall be a mandatory condition precedent for the consideration and processing of any warranty claim. Non-compliance with this requirement, including failure to furnish the necessary

details, may result in the rejection or deferment of the claim, at the sole and absolute discretion of Shimato Enterprises Private Limited.

4.2. The customer shall be obligated to provide a comprehensive description of the defect, along with all pertinent site-related documentation, including but not limited to photographic evidence, video recordings, and log reports duly prepared by the site engineer, for the purpose of facilitating and expediting the processing of the warranty claim.

## **5. EXCLUSIONS OF WARRANTY: -**

5.1. The warranty period expired.

5.2. The warranty does not include consumable parts or accessories.

5.3. It does not cover defects caused by installation mistakes, inadequate maintenance, or use in conditions beyond the recommended operational limits.

5.4. Any modifications to the product, changes in design, firmware updates, or replacement of parts with non-approved components by EVVO SOLAR will void the warranty.

5.5. The warranty is not applicable if unauthorized changes or repair attempts have been made by a technician not affiliated with EVVO SOLAR, or if the serial number or seals have been removed or tampered with.

5.6. The warranty does not cover issues resulting from incorrect installation or commissioning of the product.

5.7. If the user or any other person fails to comply with safety regulations (such as VDE standards or equivalent), the warranty will not apply.

5.8. Damage caused due to improper storage by either the dealer or the end user is not covered under the warranty.

5.9. Any damage sustained during the course of transportation, including but not limited to superficial defects such as paint scratches resulting from movement within the packaging during transit, shall be deemed a transportation-related damage. Any claim arising from such damage shall be submitted directly to the shipping carrier or the relevant insurance provider immediately upon unloading of the container or packaging and upon identification of such damage.

5.10. Any failure to adhere to the provisions stipulated in the user manual, installation guide, or prescribed maintenance regulations shall

constitute a breach of usage terms and may result in the forfeiture of any associated warranties or claims.

5.11. The device has been operated in a manner inconsistent with its intended use or has been subjected to misuse.

5.12. Failure to provide adequate ventilation for the device, resulting in non-compliance with operational requirements.

5.13. Failure to adhere to the prescribed maintenance procedures related to the product, resulting in non-compliance with acceptable industry standards, shall constitute a breach of maintenance obligations.

5.14. Any damage or malfunction arising due to voltage surges originating from the photovoltaic (PV) array's direct current (DC) side or the alternating current (AC) grid side shall not be deemed a defect attributable to the manufacturer.

5.15. Any damage or failure resulting from natural calamities, acts of God, or force majeure events, including but not limited to electrical surges, direct or indirect damage caused by war, fire, flooding, hurricanes, volcanic eruptions, surface collapses, debris flow, lightning, earthquakes, hailstorms, or strong winds, shall not be covered under the warranty or liability of the manufacturer.

5.16. Any damage or malfunction caused by animals, including but not limited to birds, insects, rodents, or other external biological factors, shall not be considered a manufacturing defect and shall be excluded from any warranty or liability claims.

5.17. Any damage and / or operational failure resulting from the encroachment, contact, or interference of vegetation, including but not limited to the growth of plants, bushes, or weeds at the installation site, that directly or indirectly affect the inverters shall not be considered a manufacturing defect. Such occurrences shall be excluded from the manufacturer's warranty coverage and liability claims.

5.18. The damage is purely superficial in nature and does not affect the operational performance, functionality, or intended use of the device.

5.19. Installers or EPC contractors fail to install Type-1 and Type-2 Surge Protection Devices (SPDs) on both the AC and DC sides of their photovoltaic (PV) systems, thereby potentially violating industry standards and regulatory requirements.

5.20. Adequate clearance shall be maintained on all sides of the device as stipulated in the installation manual to ensure proper ventilation. Non-compliance with the manufacturer's instructions, installation guidelines, and

prescribed maintenance regulations shall be deemed a breach of safety and operational standards. Insufficient ventilation of the device resulting from such non-compliance may lead to operational inefficiencies or hazards. Furthermore, failure to adhere to the applicable safety regulations shall constitute a violation of industry norms and may result in legal or regulatory consequences. Additionally, any damage or malfunction caused by force majeure events, including but not limited to lightning, overvoltage, storms, or fire, shall not be attributable to the manufacturer or installer.

## **6. TRANSFER OF OWNERSHIP: -**

6.1. The warranty coverage shall be applicable exclusively to the original purchaser and shall not be transferable, except where expressly agreed upon in writing by Evolve Green Energies Private Limited formerly M/s. SHIMATO ENTERPRISES PRIVATE LIMITED.

## **7. REPAIRS AND REPLACEMENTS: -**

7.1. During the subsistence of the warranty period, Evolve Green Energies Private Limited formerly M/s. Shimato Enterprises Private Limited, at its sole discretion, shall undertake the repair or replacement of defective inverters.

7.2. Failure to return the defective inverter within Seven days from the date of receipt of the replacement inverter may render the warranty for the replacement inverter null and void. Evolve Green Energies Private Limited formerly M/s. Shimato Enterprises Private Limited reserves the right to take appropriate legal and financial measures, including but not limited to recovering the cost of the replacement unit from the customer.

7.3. The replacement inverter shall be of the same model as the defective inverter. However, in the event that the same model is unavailable, or its production has been discontinued, an equivalent model of similar specifications and performance shall be provided at the sole discretion of the supplier.

7.4. Any parts or inverters replaced under warranty shall be covered only for the remaining duration of the original warranty period, and such replacement shall not extend or renew the warranty term.

## **8. Shipping Costs:**

8.1. The customer shall bear the cost of shipping the defective inverter to the designated service center. Evolve Green Energies Private Limited

formerly M/s. Shimato Enterprises Private Limited shall be liable for the expenses incurred in returning the repaired or replaced unit to the customer.

**9. LIMITED LIABILITY: -**

9.1. The company's liability under this warranty is strictly confined to the repair or replacement of defective parts or units at its sole discretion. Under no circumstances shall Evolve Green Energies Private Limited formerly M/s. Shimato Enterprises Private Limited be liable for any incidental, consequential, indirect, or special damages, including but not limited to loss of profits, business interruptions, or any other economic loss arising from the use or inability to use the product.

**10. WARRANTY VOIDANCE: -**

10.1. The warranty shall be rendered null and void in the event of:

10.1.1. Tampering with or removal of serial numbers, warranty stickers, or manufacturer labels.

10.1.2. Any repairs, alterations, or modifications carried out by unauthorized personnel.

10.1.3. Failure to adhere to the prescribed maintenance schedule as specified in the user manual.

**11. SERVICE AFTER WARRANTY EXPIRATION: -**

11.1. For products that are beyond the warranty period or where the warranty has been rendered void, Evolve Green Energies Private Limited formerly M/s. Shimato Enterprises Private Limited offers chargeable service options, which shall include, but not be limited to, the following:

11.1.1. **On-Site Service Fee:** The cost incurred for the travel, labor, and time required for Evolve Green Energies Private Limited formerly M/s. Shimato Enterprises Private Limited's authorized technicians to visit the site, inspect, diagnose, repair, test, or replace defective parts or units. The service fee shall be communicated to the customer prior to the commencement of any service, and such service shall be undertaken only upon the customer's acceptance of the applicable charges.

**Off-Site Service Fee:** In cases where the inverter require off-sites servicing, the customer shall be responsible for sending the inverter to the designated service center on a paid basis. The applicable service fee shall be determined and communicated by the technician after inspection of the unit. Upon completion of the servicing, the

inverter shall be dispatched to the customer on a To-Pay basis, and all associated transportation costs shall be borne by the customer.

11.1.2. **Materials Fee:** The cost of all spare parts, components, or materials required for the repair, replacement, or maintenance of defective products.

11.1.3. **Logistics Fee:** The cost of transportation, including but not limited to the shipment of defective products from the customer to M/s. Shimato Enterprises Private Limited, as well as the cost of returning the repaired or replaced product to the customer.

11.1.4. All post-warranty services shall be subject to the applicable service charges, and the company reserves the right to modify or revise these charges at its sole discretion. Customers availing of post-warranty services shall be required to make full payment before the commencement of any service work.

## **12. WARRANTY EXTENSION: -**

12.1. Evolve Green Energies Private Limited formerly M/s. Shimato Enterprises Private Limited offers extended warranty options, subject to approval and verification, at an additional cost. The extended warranty shall only be applicable if formally agreed upon and documented prior to the expiration of the standard warranty period.

12.2. The extended warranty shall be for a specified duration, such as **Two years**, and shall cover only manufacturing defects, excluding damages arising from improper usage, unauthorized repairs, external factors, or any other exclusions stipulated under the standard warranty terms.

12.3. All repairs or replacements carried out under the extended warranty shall not result in a further extension or renewal of the warranty period. Upon the expiration of the extended warranty, any service or replacement shall be provided on a chargeable basis as per the prevailing rates.

12.4. Evolve Green Energies Private Limited formerly M/s. Shimato Enterprises Private Limited reserves the right to modify, amend, or withdraw extended warranty offerings at its sole discretion. Customers are advised to retain the original purchase invoice as proof of eligibility for warranty claims.

### **13. Legal Venue and Applicable Law: -**

13.1. The Courts situated in Chennai, India, shall have exclusive jurisdiction over all disputes, claims, or controversies arising from or related to this Agreement, including but not limited to its interpretation, performance, or termination.

13.2. This Agreement, along with all rights, obligations, and claims arising therefrom, shall be governed and construed exclusively in accordance with the substantive laws of India, without reference to its conflict of law principles.

13.3. Any dispute arising out of or in connection with this Agreement, which cannot be amicably resolved, shall be submitted to the competent Courts in Chennai, and the parties expressly waive any objections to such venue on the grounds of inconvenience or any other reason.