

## Midcosta s.r.o. ("Midcosta") Limited Warranty Terms and Conditions

### 1. Warranty Coverage

This limited warranty ("Warranty") applies to MidTeQ PrimePower Hybrid Inverters MID-H4/5/6/8/10/12K-T and accessories ("Products") supplied by Midcosta s.r.o., Priemyselná 8E, Trnava, Slovakia ("Midcosta") to end users through Midcosta's authorized sellers. The Warranty complies with the applicable laws and regulations in the European Union, including the EU Directive (EU) 2019/771, on the sale of goods.

### 2. Warranty Time

MidTeQ Products	Warranty Period
PrimePower Hybrid Inverters (MID-H4/5/6/8/10/12K-T)	10 years (120 months) from the date of installation
Communication module (WIFI/LAN/GPRS/4G module/DUOCOM)	2 years (24 months) from the date of installation
Datalogger, Smart Meter (RMM, RMK, RMP, RML), other accessories	

### 3. Warranty Policy

#### 3.1. Warranty Claims Procedure

After discovery of a nonconformity or defect in workmanship or materials in the purchased product, the customer shall promptly report the nonconformity or defect to Midcosta by contacting the Midcosta Customer Services Help Desk (contact details as below), all claims should be reported to the authorized distributor or MidTeQ directly within two weeks of discovery of a nonconformity or defect.

Website:

<http://www.midteq.com>; <https://www.midcosta.com>

Email:

[warranty@midteq.com](mailto:warranty@midteq.com); [support@midteq.com](mailto:support@midteq.com); [service@midteq.com](mailto:service@midteq.com)

Telephone:

EN/SK: +421332933116, +421333211102

EN/DE: +4989262071850, +491713538700

Please provide the following informations (these informations will help the after-sales team to deal with your claim quicker) together with your claims:

- 1) Device model name, serial number and installation date.
- 2) Purchasing receipt or invoice.

- 3) System configuration information, such as inverter type, battery connection method, battery voltage, etc.
- 4) Battery system configuration information such as battery brand, battery type, battery connection method, battery voltage, etc.
- 5) A short description of the nonconformity or defect, including but not limited to input & output parameters, alarm ID, fault code, fault pictures, logs, indicator status, data exported from the product and other describable fault information.
- 6) Device historical fault information (if available).  
In the event of device failure during the warranty period, Midcosta will choose the following handling methods according to the failure:

### 3.2. Remote Technical Support

Remote Technical Support includes technical enquiry, problem handling, and firmware update. The technical enquiry service provides consultation services in respect of MidTeQ products. When we do the maintenance of the device, Midcosta may update or restart your system.

### 3.3. Device Replacement

If the device fails or does not work due to technical defects or material problems within the warranty period, Midcosta will replace the faulty device by using the replacement device which has the same branding, equivalent value and configurations. Midcosta has the responsibility to ensure the replacement device work with the same App which the faulty device worked with. The warranty applicant should accept the replacement device even if the replacement device has cosmetic defects that do not affect the operation of the device or safety compliance.

The remaining warranty period of the original device will be transferred to the replacement device.

Please ensure timely backups of the operational data of the device. Midcosta will not be responsible for any data loss that may occur during the aforementioned repair or technical support procedures.

### 3.4. Other Remarks

Midcosta reserves the right to replace the device and accessories until the defective device and accessories are received by Midcosta.

The faulty device should be returned to Midcosta's repair center or Midcosta's warehouse. If the customer delays or refuses to return the original faulty device after receiving the replacement device, Midcosta will refuse the subsequent warranty service and seek compensations.

## 4. Warranty Disclaimer

Any situation disclosed in the following list is not within the scope of the warranty terms and conditions of Midcosta:

- 1) The device warranty is expired
- 2) Damages or failures caused by using components or firmware that are not from Midcosta such as not using the original connectors from the accessory box.
- 3) Damage or failure caused by disassembly, modification or repair of the equipment by unauthorized personnel.
- 4) Damage or failure caused by operation or use beyond the relevant national standards or industry standards, as well as any violation of the installation conditions specified in the product manual.
- 5) Deliberate damage, indelible marking or theft, etc.
- 6) Damage caused by unpredictable factors or force majeure such as earthquakes, storms, floods, overvoltage, lightning, fire, pests, etc.
- 7) Other quality damages not caused by Midcosta or the authorized seller.
- 8) Device damage that occurs during transportation after Midcosta delivers the product to the customer's designated location.
- 9) Failure to use in accordance with correct safety regulations.
- 10) Normal wear and tear or aging, surface defects, dents or scratches.
- 11) Failure or damage due to the connection of other test equipment (such as DC analogue source).
- 12) Damage caused by connecting to a storage battery that is not compatible with MidTeQ inverters.
- 13) When using the MidTeQ anti-backflow solution, please read the instructions for the anti-backflow product carefully. In actual use, a small amount of electricity may flow into the grid. In this application scenario, please be sure to report to the local power authority/regulatory agency to avoid losses caused by the upstream electricity. Midcosta does not bear any responsibility for the risks and fines caused by failure to report in time.

## 5. Product Applicability

Midcosta guarantees that the product design involved complies with universal safety standards. Midcosta respects local safety standards and regulations. Since local safety standards and regulations vary from different installation locations, Midcosta cannot guarantee that the product meets all applicable requirements for each installation location. Customers are responsible for checking and verifying their corresponding national and local laws and regulations before purchasing the product to ensure that the purchase, transportation, installation and operation of the product comply with local safety standards and legal provisions.

## 6. Out of Warranty

For product failures not covered by the warranty, Midcosta may provide certain after-sales services to users upon written request from users to Midcosta or authorized service partners, and all costs and expenses, including but not limited to on-site service fees, material costs, labor costs, and freight costs, shall be borne by users. If users issue written notices requesting services beyond the warranty period, users shall provide detailed defect descriptions so that Midcosta and authorized service partners can detect whether the defects can be repaired. In any case, Midcosta shall not be responsible for services beyond the warranty period, and

this clause does not constitute Midcosta's commitment to provide services beyond the warranty period.

## **7. Final Validity**

Unless otherwise provided herein, to the extent permitted by applicable law, this warranty shall be exclusive and in lieu of all other warranties, oral or written, express or implied. Midcosta or authorized seller's staff shall not be authorized to make any modification, extension or supplement to the warranty. If any provision herein is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. If any provision of this warranty is declared invalid or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed amended to achieve, as nearly as possible, the same economic effect as the original provision of this warranty, and the amended provision and the remaining provisions of this warranty shall continue in full force and effect.

## **8. Limitation of Liability**

Within the scope of product warranty, Midcosta bears the material costs and transportation costs between Midcosta and the customer's address due to any nonconformity or defect. Midcosta shall not be under any liability whether in contract, tort or otherwise in respect of any nonconformity or defect in the purchased products or for any injury, damage or loss resulting from such nonconformity or defect or for any loss of contracts, loss of revenue, loss of use or profits or business, removal or installation costs, business interruption or for any extra operating expense or any indirect, consequential or economic damages or losses whatsoever and howsoever caused. In any case, Midcosta's maximum compensation for customer losses shall not exceed the sales price when the customer purchases the product. The remedies specified in this Limited Product Warranty shall be the customer's sole and entire remedy in respect of any nonconformity of or defects in the purchased products.