



LIMITED WARRANTY TERMS AND CONDITIONS:

Scope of warranty

1. Subject to paragraph 11 below, this Limited Warranty applies to each of the products listed in Annexure 1 ("Products"), which were produced after 1 January 2023 and are purchased by you from Apex Inverters ("Apex").
2. For the purpose of this Limited Warranty, a "defect" means any failure, imperfection or other characteristic which renders the Product less useful, practicable or safe.
3. Apex warrants that the Product, including any components or parts manufactured and supplied by Apex along with such Product, is and will remain free from any defects in workmanship or materials for the relevant periods set out in Annexure 1 ("Warranty Period").
4. Apex shall, without charge, repair or replace any defective Product, component, or part, covered by this Limited Warranty.
5. Apex may cede, delegate, assign, sub-contract or otherwise transfer the whole or any part of its obligations under this Limited Warranty to any other company within the Rubicon Group or any third party. The rights under this Limited Warranty may not be ceded, assigned, or otherwise transferred by you to your own customer without Apex's prior written consent. Any such cession, assignment, or transfer without Apex's consent will be void.

Conditions

6. This Limited Warranty is subject to the following conditions:
 - a) You shall notify Apex within 14 days of the suspected defect being discovered.
 - b) You shall return the Product to the designated Return to Base address, listed in paragraph 17, or such other address agreed to by Apex, during normal business hours, together with your proof of purchase and a detailed description of the defect.
 - c) Apex or its agent will inspect the Product, component, or part reported by you as defective and if a warranty claim is justified, the Product, component, or part will be repaired or replaced at our sole discretion, provided that we are obliged to return a properly functioning Product, component or part to you.
 - d) Any repair or replacement of any Product, component, or part, will not extend the Warranty Period and the original expiry date of the relevant warranty will remain valid.
 - e) If any Product, component, or part is replaced, ownership of the returned Product, component or part will vest in Rubicon from the date of return.
 - f) This warranty is provided on a Return to Base basis (as defined in Chapter 17) and APEX assumes no liability for any costs or arrangements relating to logistics and transport, removal or reinstallation of equipment for the purposes of assessment, service or repair, under warranty or otherwise.

Exclusions

7. Rubicon shall not be held responsible or liable under this Limited Warranty for any of the following:

- a) Any defect caused by or resulting from the transportation, delivery, unpacking, installation or configuration of the Product;
- b) Any defect caused by or resulting from the use of the Product for a purpose other than its intended purpose, or in a way which is inconsistent with any technical specifications, operation manual, or other written instructions for use supplied with the Product or published by Rubicon.
- c) Any defect caused by or resulting from the Product being repaired, modified, adjusted, reconfigured or otherwise tampered with by any unauthorised repairer, or by you or your customer.
- d) Any defect caused by or resulting from any components, parts, or other materials used with the Product which were not supplied or authorised by Rubicon.
- e) Any defect caused by or resulting from misuse, abuse, or negligence by you, your customer, or any of your personnel, agents, or subcontractors.
- f) Any defect caused by or resulting from incorrect or inadequate maintenance or care of the Product.
- g) Any defect caused by or resulting from any unforeseen event or event outside the control of or not due to any fault of Rubicon, including vandalism, riot, unrest (civil war, demonstrations), war; earthquakes, floods, or any other Acts of God; overvoltage, fire, explosion or lightning; interruption of any power or electricity supply or other essential services.
- h) Normal wear and tear.

Original Manufacturer Warranty

- 8. Apex may from time to time provide certain products which are manufactured by third party suppliers and manufacturers ("**Third Party Products**") and for which Apex is entitled to certain warranties and indemnities ("**Original Manufacturer Warranty**"). To the extent that Apex purchases, procures and provides any Third Party Products to you, Apex shall, to the extent permissible, assign and pass-through all the rights and benefits of the Original Manufacturer Warranty to you. Apex will use all such reasonable commercial efforts to assist in facilitating any claims by you in respect of the Original Manufacturer Warranty.
- 9. To the extent that the rights are not assignable by Apex, Apex shall, in its own name, take all such reasonable commercial efforts to enforce any claims and take any such actions as may be requested by you in writing, in respect of the Original Manufacturer Warranty provided that Apex shall be entitled to carry out an initial inspection of the relevant Third Party Products, component, or part reported by you as defective in order to establish if a warranty claim is justified.
- 10. Apex shall provide a copy of the Original Manufacturer Warranty to you.
- 11. Nothing in this Limited Warranty shall confer onto you any additional rights, benefits and/or remedies, in respect of the Third Party Products, which go beyond the Original Manufacturer Warranty. Your rights in respect of any Third Party Products are hereby expressly limited to the rights set out in the Original Manufacturer Warranty.

Disclaimer

- 12. To the extent allowed by applicable law, Apex makes no express warranty, guarantee, or representation, whether written or oral, relating to the Product, and expressly disclaims all warranties and conditions not stated in this Limited Warranty, including any implied warranties of merchantability and fitness for a particular purpose.

13. Apex shall not be liable for any indirect or special damages, consequential loss, loss of profit, loss of revenue, loss of goodwill, loss of business opportunities, or loss of any expected savings, regardless of whether those damages or loss arose from a claim in contract, delict, or any other cause of action.

General provisions

14. This Limited Warranty and any claims arising in connection with it shall be governed exclusively by the laws of South Africa.
15. If any provision of this Limited Warranty is held to be invalid, illegal or unenforceable, or needs to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected and those remaining provisions shall remain binding and enforceable.
16. No agreement to vary, add to or consensually cancel this Limited Warranty shall have any force and effect unless reduced to writing and signed by both parties.

Return to Base Address

17. All warranty and non-warranty service of APEX products shall be carried out at APEX inverters' appointed service partner. Once an RMA number has been issued via the ticketing system located here <https://shop.rubiconsa.com/pages/support> the faulty equipment shall be delivered to this address for inspection and repair:

Rubicon
Att: Service Administrator
1B Hansen Close
Richmond Park
Cape Town
Western Cape
South Africa
7441

Equipment may alternatively be delivered to any other Rubicon Branch.

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LIMITED WARRANTY TERMS AND CONDITIONS: ANNEXURE 1

Part Number	Description	Warranty Period
FG-H2-OO	APEX SGS Solar hot water controller (incl. temp probe)	2 years from date of purchase
FG-TR-AA	APEX Truck module, 5H, generation 2	5 years from date of purchase
FG-PS-BA	APEX Powerstar 10H	5 years from date of purchase
FG-BA-AA	APEX B-12K Li-ion battery, 12kWH, 48VDC	5 years product, 10 years / 6000 cycles performance. See Full Warranty doc.*
FG-MG-G2-1	APEX MCS Generation 2 hardware	5 years from date of purchase
FG-MP-AA	APEX MPPT-4K	5 years from date of purchase
FG-AO-AA	APEX BB-1P bypass box, 1 phase	1 year from date of purchase
FG-AO-AC	APEX BB-3P bypass box, 3 phase	1 year from date of purchase
FG-AO-AL	APEX PB-LV battery pre-charge and disconnect box	1 year from date of purchase
FG-MG-ED	APEX ED edge device	5 years from date of purchase
FG-SA-AA	APEX P1-600 String protection box, 2 MPPT, 600VDC	1 year from date of purchase
FG-SP-AA	APEX C4-600 Combiner box, 4 string, 600VDC	1 year from date of purchase

Full battery product warranty document available here:

<https://www.apexenergy.tech/Documentation/B12/Apex - B12K Battery Limited Warranty.pdf>

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