



## Limited Warranty

EnerSys, Alpha Technologies Services, Inc., its affiliates, and subsidiaries (“we” or “us” or “our”) warrant that during the applicable warranty period the following products (each, the “**Product**”) will be free from defects in materials and conform to the published or designated specifications for the product’s Form, Fit and Function (defined below).

This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state. Your rights regarding this Limited Warranty may also vary from country to country. Note that this Limited Warranty is subject to several important limitations and exclusions, which are set forth below.

### What is covered by the Warranty?

- All Vented and Sealed (V)FXR series inverter/chargers with model numbers ending in A or E
- All GS series inverter/chargers with model numbers ending in A or E
- FM60, FM80, and FM100 MPPT charge controllers
- USA factory pre-wired FLEXpower systems incorporating the above inverters
- MATE3S and MATE3SL system display & controller products

### What are Form, Fit and Function?

“Form” means the shape, size, dimensions, mass, weight, and other visual parameters that uniquely distinguish a part. “Fit” means the ability of a part to physically interface with, connect to or become an integral part of another part. “Function” means the action or actions that a part is designed to perform.

### Who may use this Limited Warranty?

We extend this Limited Warranty only to the consumer who originally purchased the Product (“**you**”). The Limited Warranty is transferable only if the product remains installed in the original use location. Registering the product by returning the registration card, or on [www.outbackpower.com](http://www.outbackpower.com), is strongly encouraged to ensure prompt response to any potential claims.

### When does the Warranty Period Begin?

The applicable warranty period provides a five (5) year limited warranty for the products listed above (the “Warranty Period”), except that any warranty extending to the Product’s fan is limited to two (2) years. The term of this Limited Warranty commences upon the earliest of the following events: Commissioning or the first activation of the product by an installer or end user, or six (6) months after the product is shipped from the factory.

The Warranty Period may not be extended without a signed written agreement between you and us. Product registration is recommended after purchase. Register your Product online at: [www.outbackpower.com](http://www.outbackpower.com).

### What does this Limited Warranty not cover?

- A.** This Limited Warranty does not cover damage or defects to the Product caused by:
- failure to follow any of the Product instructions or to perform preventive maintenance on the Product;
  - transportation, storage, installation, reinstallation, removal, improper use, alterations, modifications or disassembly;
  - improper repair or service, normal wear and tear, loose wires, natural forces, vandalism, freezing, lightning, fire, floods, or acts of God;
  - failure to properly set the charge/discharge current limits for the battery used;
  - any other product or accessory with a model number not listed above;
  - external causes, such as accidents, abuse, neglect, or other acts or events that are beyond our reasonable control; or
  - charging, discharging, or commissioning not according to product specifications or instructions.
- B.** We reserve the right in our sole discretion to deny a warranty claim if you have not provided us or will not provide us with or give us access to retrieve (whether virtually or in-person) any reasonably necessary information we may request or require for processing a warranty claim.

**What are your remedies under this Limited Warranty?**

- A.** In our sole discretion, we will repair or replace a Product or component that is covered by this Limited Warranty. Alternatively, we may choose to provide you with a credit in the amount of the purchase price of the Product or component that is covered by this Limited Warranty. The value of all remedies available to you under this Limited Warranty excludes any labor, installation, service or test-related costs or charges. We will pay for shipping and handling fees to return the repaired Product or replacement product. Unless otherwise instructed by authorized personnel, if we replace your Product or component, you must return the original Product or component to us. Upon return, this original Product is our sole property and we retain any and all right, title and interest to the Product and reserve the right to refurbish, repair, scrap or otherwise modify or dispose the Product as we determine in our sole discretion. By returning the Product, you relinquish any and all right, title and interest you may have in the Product to us.
- B.** These are the exclusive remedies available to you for all claims based on a defect in or nonconformity of the Product, regardless of whether the defect or nonconformity arises before or during the Warranty Period and whether a claim is based in contract, indemnity, warranty, tort or otherwise.

**Do we offer an advanced replacement service?**

Where we determine replacement of the Product is appropriate, we may offer you an advanced replacement product. This means that you would receive the replacement product before we receive the returned defective Product. We sometimes offer this service to avoid disruptions in your daily activities. The advanced replacement product is only available during the Warranty Period, in connection with a valid warranty, and where we at our sole discretion determine to make it available to you. This service requires a credit authorization hold to ensure the return of the original Product to us and is subject to additional terms and conditions that are provided by us if we offer the service to you.

**How do you obtain warranty service?**

When you discover a defect or nonconformity in the Product, you must promptly notify us and cooperate with us by making the Product available for assessment or repair. Subject to the terms and conditions of this Limited Warranty, you must do the following to obtain warranty service:

- Contact your installer, dealer or distributor. If they cannot provide support or they need more information, contact us by phone at +1 360-435-6030 (Main Office) or +1 360-618-4363 (Technical Support) or by email at [support@outbackpower.com](mailto:support@outbackpower.com).
- Contact as described above must first be made within the Warranty Period to ensure warranty coverage.
- If service is required, we will issue you a Return Material Authorization (RMA) number upon receipt of: (1) the Product model and serial number; (2) description of the problem; (3) validation of problem by our technical support team; and (4) the shipping address for the repaired or replacement equipment.
- After receiving the RMA number, you must pack the Product authorized for return, along with a copy of the original purchase invoice and product registration, *in packaging providing equivalent or reasonable protection as the original packaging*. The RMA number must be on the outside of the packaging and clearly visible.
- We will pay for shipping to us for repair or return. You will be responsible for all other shipping costs.
- The Product must be shipped to the following address:

**OutBack Power**

RMA # \_\_\_\_\_  
 Att'n: Service Department  
 7360 South Kyrene Road, Suite 105  
 Tempe, AZ 85283 USA

- You must maintain insurance for the shipment or accept the risk of loss or damage during shipment. If a shipping box is needed for return of a product, we will send a shipping box upon request.
- If, upon receipt of the Product, we determine the Product or a component is defective and complies with the other terms and conditions of this Limited Warranty, we will ship a repaired or replacement product or product part to the purchaser freight prepaid, non-expedited, using a carrier of our choice.
- If the Product fails within ninety (90) days from original purchase date, we will replace the Product. If the Product fails after ninety (90) days and within the Warranty Period, we will either repair and return the Product or ship a replacement product. We will determine whether the Product is to be repaired or replaced in accordance with the Product's age and model. We may authorize advance shipment of a replacement based on product age and model.
- In cases where our dealer or distributor replaces the Product more than ninety (90) days old with a new product, we will NOT compensate that dealer or distributor with new stock unless we authorized the exchange in advance.
- Troubleshooting is a required step for our warranty service. This may require a qualified technician to be present at the site of the Product with a quality DC voltmeter.
- If we determine the Product or component is defective and that the defect is covered under this Limited Warranty, we will ship a repaired or replacement product or component to you freight prepaid, non-expedited, using a carrier of our choice.
- The warranty period of any repaired or replacement product or component is the greater of ninety (90) days from date of shipment from us or the remainder of the initial warranty term. We reserve the right to request the Product be returned to us for analysis.

900-0216-01-00

FXR/VFXR™ Inverter/Charger, GS (A and E) Inverter/Charger, FLEXmax™ Charge Controller, FLEXpower System, and MATE3s™ Series System Display Limited Warranty

REVISION: D

DATE: AUGUST 2022

### Choice of Law

This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to the State of Delaware's conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this Limited Warranty.

### For users in Australia and New Zealand

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### Entire Agreement & No Modification

This Limited Warranty is understood to be the exclusive agreement between the us and you relating to the subject matter hereof. Our employees or representatives are not authorized to make any warranty in addition to those made in this agreement unless in a signed writing or to otherwise modify this Limited Warranty. Any such purported warranty is void.

### Limitation of Liability

**THE REMEDIES DESCRIBED IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND DEFINE OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, NOR SHALL WE BE LIABLE FOR ANY EXPENSES FOR REMOVAL OR INSTALLATION, LOSS OF TIME OR PROFITS OR OTHER EXPENSES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF YOU HAVE A DEFECTIVE OR NON-CONFORMING PRODUCT, YOU MUST PROMPTLY NOTIFY AND COOPERATE WITH US BY MAKING THE PRODUCT AVAILABLE FOR INSPECTION OR REPAIR.**

**IF YOU ARE A CONSUMER THAT PURCHASED THIS PRODUCT IN A MEMBER STATE OF THE EUROPEAN UNION, YOU MAY HAVE ADDITIONAL STATUTORY RIGHTS UNDER DIRECTIVE 1999/44/EC. THESE RIGHTS MAY VARY FROM EU MEMBER STATE TO EU MEMBER STATE. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.**

### Disclaimer

**TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN SO FAR AS SUCH WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, MANUFACTURER EXPRESSLY LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION AND REMEDIES OF THIS EXPRESS LIMITED WARRANTY. SOME STATES, PROVINCES, OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**



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