

Agreement for the delivery and usage of pre-series devices

Fronius Primo GEN24

1. PREAMBLE

The present contract establishes the general conditions regarding the pre-series Fronius Primo GEN24, between Fronius (manufacturer and distributor of photovoltaic inverters and storage systems) and an installation provider of photovoltaic systems (Contracting Party). The objective of this agreement is to acquire knowledge about the Fronius Primo GEN24 product to achieve readiness for serial production.

It is intended that both parties will mutually gain through intensive cooperation. The Contracting Party benefits from the transfer of know-how regarding the new product and through the support of a strong and established quality manufacturer. FRONIUS gains important insights into the practical viability of the new product.

2. NON-DISCLOSURE

1. Confidential information and know-how is disclosed to the Contracting Party within the sentiment of cooperation for the pre-series Fronius Primo GEN24. Such confidential information, for the purpose of this agreement, includes all information regarding the Fronius Primo GEN24 product.
2. The Contracting Party is obliged to be strictly discrete about the concerning information. The Contracting Party is particularly obliged to keep the disclosed information secret and not forward it to third parties. Furthermore, the Contracting Party is explicitly prohibited to disclose any information or any other statements about the pre-series product via Social Media channels.
3. The Contracting Party is additionally obliged to make the information accessible only for those employees or other natural persons or companies, which is necessitated for the purpose of this agreement. Such persons/companies are also fully bound to secrecy as defined in this agreement.
4. The obligations of confidentiality set out in this agreement come into effect as soon as the agreement is signed and keep their validity, regardless of the duration of cooperation, for at least a period of 5 years from the day of signing the agreement.

3. PROCEDURE

The pre-series phase starts with the installation of the pre-series devices (at the latest two weeks after delivery to the Contracting Party) and lasts for a test period of a total of 24 months.

The following points only apply to devices, which Fronius has accepted as pre-series devices through the countersigning of the system registration form.

4. CONDITIONS - RIGHTS - OBLIGATIONS

The Contracting Party informs the end customer in full that the product is a pre-series product and about the conditions as a consequence thereof.

a) Selection

1. The Contracting Party shall submit the completed Registration form (**see Appendix 1: System Registration Form**), the signed pre-series contract and the pre-series agreement signed by the end customer (**see Appendix 2: Pre-series Agreement System Operator/End Customer**) to Fronius.
2. Fronius decides at its own discretion, if the submitted system corresponds with the requirements for a pre-series device. The pre-series contract comes into effect as soon as Fronius countersigns it.

b) Installation and data connection of the pre-series system

1. The Contracting Party is obliged to install the inverter in accordance with Fronius standards and the commissioning instructions, within two weeks of delivery of the devices.
2. The operation of the pre-series device is not possible without data communication. The Contracting Party is obliged to immediately set up the corresponding data communication of the pre-series device through Fronius Solar.web and take all other necessary steps to ensure it is operational. Fronius does not pay any reimbursement for data communication! The Contracting Party is obliged to guarantee an Internet connection of the inverter for the duration of 24 months which is free-of-charge for Fronius.
3. During the pre-series phase the pre-series devices are monitored intensively by Fronius. Fronius guarantees the data communication through DATCOM components for the duration of 24 months.
4. The Contracting Party is obliged to fully inform Fronius by means of the submitted questionnaire (including pictures of the system and the installed inverter) about his experiences with the installation and the operation of the devices three weeks after installation at the latest. The Contracting Party agrees that Fronius reserves the right to use any of the information and picture material provided, unreservedly and free of charge, for advertising purposes and for measures of communication.

c) Pre-series phase



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1. Fronius is entitled to install software and hardware updates as well as additional components, in order to optimize and test the functions of the device during the pre-series phase at any time. If Fronius releases a new software update, it must be implemented immediately (within two weeks).
2. In order to master technical challenges proactively, Fronius staff are granted access by appointment to the PV system during the pre-series phase, within one week of the request being made.
3. Fronius reserves the right to intervene in the operating control of the pre-series inverters at any given time. This may lead temporarily to a decrease in yields. Apart from this, there may be deviations regarding the feed-in operation or a limited scope of function. Fronius is not liable to pay compensation or reimbursement in such events.
4. Fronius reserves the right to replace pre-series devices without defect at any given time. In such an event, the customer shall receive a replacement device.
5. Fronius is entitled to make modifications in regards to software and hardware of the pre-series device. Therefore, it is possible that the pre-series device is not equipped with all series product functions.
6. Fronius reserves the right to initiate the dismantling or disassembly of the pre-series system, if essential criteria for a later market entry of the system and its components is not ensured anymore. In this case the Contracting Party receives the amount paid to Fronius for the pre-series components refunded. Reimbursement of installation and disassembly costs can exclusively take place after presenting the bill of the commissioned electrical installation company. However, the disassembly of possible structural changes cannot be compensated for. Fronius is after the already implemented disassembly not obliged to make an appropriate substitute product available, in order to ensure the further operation of the plant.

5. WARRANTY, GUARANTEE

Fronius guarantees to provide the owner of the pre-series products a replacement device free of charge, in the event of a defect of the inverter for five years. The replacement device will also be a pre-series device. The initial warranty time, as well as the duration of the pre-series phase, will not be prolonged due to the exchange of the device. The Fronius Warranty Terms for series products are explicitly excluded.

6. LIABILITY

1. If the Contracting Party proves gross negligence on the part of Fronius, Fronius is liable within the context of the prevailing General Terms of Payment and Delivery.
2. A liability on consequential damages (especially for a decrease of yields, loss of turnover, etc.) is excluded. In particular, Fronius does not accept any liability for the performance specifications of the inverter.

7. SAFETY REGULATIONS

The Contracting Party undertakes to observe the FRONIUS safety regulations (the safety regulations can be found in the commissioning instructions enclosed in the delivery) as well as the guidelines, norms and other



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regulations regarding the operation of photovoltaic systems applicable in the respective country. The Contracting Party is fully liable for damages and costs, which are incurred due to non-observation of these regulations.

8. CHOICE OF LAW AND PLACE OF JURISDICTION

1. For the present contract, Victorian law shall apply to the exclusion of the choice of law rules.
2. The place of jurisdiction shall be the respective competent court in Victoria.
- 3.** Apart from this, the General Terms of Payment and Delivery of Fronius Australia Pty Ltd

9. APPENDICES

Appendix 1: System Registration Form

Appendix 2: Pre-Series Agreement System Operator

Stamp & signature

Name of the authorized representative person in block letters

Place, date, signature of the installer

Please send the signed documents by post until July 20th, 2018 to Fronius International GmbH, attn. Sabine Stockinger, Froniusplatz 1, 4600 Wels



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Appendix 1: System Registration Form

Deadline:
July 20th, 2018

Yes, I am interested in participating in the pre-series phase of the Fronius Primo GEN24.

For each pre-series device, a system registration form has to be filled out and returned!

Specialized technician / Installer

Name	
Address	
Phone	
E-mail	

System operator / End customer

Name	
Address	
Phone	
E-mail	

Power supply company

Grid operator	
Energy provider	

System data

General data	
Type of installation	<input type="checkbox"/> New installation <input type="checkbox"/> Existing installation
Will any other PV system (or other energy source) be integrated into the own consumption regulations?	<input type="checkbox"/> No <input type="checkbox"/> Yes, PV system <input type="checkbox"/> Yes, other energy source
Data on additional system	
Installation site of hybrid inverter (indoor, outdoor, warm, cool, ...)	
Installation site of storage (basement, garage, warm, cool, ...)	
Distance (cable run) hybrid inverter - battery	
Distance (cable run) hybrid inverter - Fronius Smart Meter	
Type of PV system at hybrid inverter (roof, field, tracker, east/west, ...)	
Energy Consumption (kWh/a)	



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System monitoring	
How will the connection to the Internet be established?	<input type="checkbox"/> WLAN <input type="checkbox"/> LAN
Can the local network be given access from the outside (open ports)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PV Generator	
Module manufacturer	
Module name <i>(do not forget the module data sheet!)</i>	
Number of strings / modules (e.g. 2 x 12)	
Orientation in [°] → O=90° S=180° W=270°	
Downtilt in [°]	

This field is filled in by Fronius

Countersignature by Fronius

Place, date, signature of the installer



Appendix 2: Pre-series Agreement System Operator/End customer

With my signature I hereby confirm that I have been informed that the offered product Fronius Primo GEN24 is a pre-series product. The pre-series phase commences with the installation of the devices and includes a testing period of a total of 24 months.

Procedure:

Your contact person is your installer. He will send the signed Pre-series Agreement System Operator/End customer to Fronius. Fronius decides if the submitted system corresponds with the requirements for a pre-series device. Fronius reserves the right to select from all submitted systems at its own discretion. The pre-series agreement comes into effect as soon as Fronius countersigns it.

Rights and Obligations

As the pre-series devices are monitored intensively by Fronius during the pre-series phase, an online connection of the inverter and the registration at Solar.web is required. Therefore, you agree, to make the requirements (Internet connection) for an online-connection available. The operation of the device is not possible without data connection.

Fronius reserves the right to install software and hardware updates as well as additional components during the pre-series phase in order to optimize and assess the capacity utilization of the device. If Fronius makes a new software update available it must be implemented immediately (within two weeks).

In order to master technical challenges proactively, Fronius staff are granted access by appointment to the PV system during the pre-series phase, within one week of the request being made.

Fronius is authorized to intervene in the operating control of the inverter comparable to a network operator. This may temporarily lead to a decrease in yields. Fronius therefore assumes no guarantee for the performance specifications of the photovoltaic system.

Fronius reserves the right to replace pre-series devices without defect at any given time. In such an event, the customer shall receive a replacement device. In addition, Fronius is entitled to make modifications in regards to software and hardware of the pre-series device. Therefore, it is possible that the pre-series device is not equipped with all series product functions.

You agree that Fronius uses all information and picture material provided unreservedly and free of charge for advertising purposes and for measures of communication.

Guarantee

Fronius guarantees to provide the owner of the system a replacement device free of charge, in the event of a defect of the inverter Fronius Primo GEN24 during the pre-series phase (24 months). The replacement device will also be a pre-series device. The delivery of the replacement device may take some time. Please note that Fronius shall not pay monetary compensation or reimbursement for the period of interruption. The initial warranty time, as well as the duration of the pre-series phase, will not be prolonged due to the replacement of the device. After the pre-series phase, the standard service process regarding repair and replacement devices becomes valid. At the end of the pre-series phase, there is no longer an entitlement to warranty and guarantee.



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Liability

Fronius is liable for gross negligence corresponding to the legal provisions. The liability for minor negligence, as well as on any consequential damages, is excluded.

As the product is a pre-series device, there may be deviations regarding the feed-in operation or some other limited scope of function. Fronius is not liable to pay compensation or reimbursement in such events. Fronius does not accept any liability for the performance specifications of the inverter.

Questionnaire

We ask you to return the completed questionnaire about your experiences and your satisfaction with our devices. Furthermore, the System Operator agrees in the usage agreement that Fronius is allowed to use his PV system as reference.

Non-disclosure

You are bound to confidentiality regarding the disclosed information about the pre-series Fronius Primo GEN24 for the duration of the pre-series phase. You agree in particular not to publish anything about the pre-series product Fronius Primo GEN24 via Social Media channels (e.g. Facebook, Twitter, etc.) without prior approval from Fronius Australia.

.....
Surname, Name, Title (in block letters)

.....
Place, date

.....
Signature of system operator / end customer