



WARRANTY CONDITONS for Transformer

Date:	02.09.2021 -rev.0
Contact Person:	Oğuz Sönmez
Email:	oguz@sonmeztrafo.com.tr
Phone:	+902626555450 ext:140
Fax:	+902626555752
Page:	3

Dear Sir

The defect liability period for the equipment ends after 24 months calculated from the date of delivery of the equipment FCA Kocaeli (Incoterms 2010) unless it is agreed differently.

The above given defect liability period is only applicable in case the equipment has been installed by Sönmez Transformatör Sanayi ve Tic. A.Ş. (hereinafter the “Supplier”) or under the supervision of an engineer approved by the manufacturer. A further prerequisite for the defect liability is that your company as the customer (hereinafter the “Customer”) or end-customer operate and maintain the transformers and spare parts as per the manufacturer’s Operation & Maintenance Manuals.

If any rectification of defects is performed during the original defect liability period granted for the whole equipment, the defect liability period for the parts being repaired or replaced shall be extended for the time equivalent to the time between the written notification of the defect to the Supplier and the rectification of the defect. In any case all defect liability of the Supplier ends in 24 months calculated from the original FCA delivery.

The Customer shall, on a request by the Supplier, deliver the faulty part or product, at the Supplier’s option, either to the Supplier’s premises or to the Supplier’s authorized repair shop. The Supplier shall also always be entitled to use sub-suppliers for defect rectification. The Customer is obligated to immediately notify Sönmez Trafo in writing of any defects of quality.

If the dismantling or reinstallation of the faulty part requires special expertise, the Supplier has the option to perform the replacement of the faulty part. If special expertise is not required, the Supplier fulfills its obligations by delivering to the Customer a new or repaired part.

The Customer undertakes to follow shipping instructions given by the Supplier and, if none have been given, to inquire any possible instructions prior to sending the faulty part to the Supplier.

“Sönmez Trafo” shall, at their option and expense, repair, replace or newly provide any parts or services that prove to be defective within the limitation period – irrespective of operating time – provided that the



cause of the defect occurred prior to the time at which the risk was passed.

For services, the liability for defect of quality borne by Sönmez Trafo shall be limited to exchanged parts and work performed.

If the performance of the defect rectification works requires directed at other objects or equipment other than the solid equipment, the Supplier shall not be liable for such additional work and other costs. "Sönmez Trafo" must always be given the opportunity to rectify a defect within a reasonable time frame.

The Customer shall make any claims based on the defect liability given by the Supplier without delay in writing, however at the latest before the expiry of the Supplier's liability period for defects (as described above in the 1St paragraph)

Except for the express warranties stated in the Contract, the Supplier disclaims any other express or implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose, or otherwise. Except as expressly provided above, any other defect liability remedies or claims of the Customer including any right to terminate or rescind from Contract or to obtain restitution because of a material error/mistake concerning the equipment, shall be excluded.

Sönmez Trafo bears the necessary costs associated with the rectification of the defect, particularly those for material, work, and transport time at Sönmez Trafo. If costs are increased because the products or devices on which services were performed have been transferred to some place other than the agreed upon place of delivery, the Customer must bear such additional costs. Costs for sending the defective material to Sönmez Trafo shall also be paid by the Customer.

Defect of quality claims do not include minor deviation from the quality or condition agreed upon, minor impairment of usability, or natural wear and tear or damage arising - after the transfer of risk - from faulty or negligent handling, excessive strain, unsuitable equipment, defective workmanship, inappropriate foundation soil, chemical, electrochemical, electrical or other external influences not assumed under the contract, or from non-reproducible software errors. Claims for defects of quality do not cover modifications or repairs (and the consequences that result) carried out improperly by the Customer or by third parties.

Normal conditions of use

1. The warranties as set out under section I. can only be granted if the modules manufactured by "Sönmez Trafo" have been installed and used in a proper and orderly fashion.

2. Warranty claims must in any event be notified to "Sönmez Trafo" within the applicable warranty period.

Exclusions

A. operation under unsuitable environmental conditions or using unsuitable methods which deviate from the product specifications, operating instructions, installation guide or rating plate data;

B. alteration, disassembly, reinstallation, and/or improper installation by persons not authorized or qualified by;

C. extreme external influences such as smoke, salt, acid rain or other pollutants or persons (vandalism);

D. installation on mobile device or marine environment, such as vehicles, ships etc.; direct contact with corrosive agents, salt water, acid rain, pest damage or other pollution;



E. any other improper usage, e.g., for another purpose or use other than such provided for and in a manner which does not correspond to the technical or safety regulations applicable in the country in which the transformer is being operated;

F. caused by forces of nature, force majeure and other unforeseeable circumstances outside the range of influence of “Sönmez Trafo” such as e.g. earthquakes, typhoons, cyclones, volcano eruptions, floods, lightning, snow damages , power outage , surge voltage , or mold discoloration , or other events beyond “Sönmez Trafo” control including but not limited to any physical or technological event or condition;

G. if transformer is coupled or interconnected with other incompatible modules, types or parts;

H. naturally occurring scratches, stains, rust, discoloring, or other alteration occurring after the shipment from “Sönmez Trafo” that have no effect on the power generation performance or mechanical strength of the module.

Limitation of the guarantee of performance

The warranties stated in section I. or the performance guarantee stated in section II. shall not form the basis for further claims against “Sönmez Trafo” , in particular for compensation due to lost profits compensation for loss of use, indirect damages or claims for compensation of damages which may occur beyond the product.

The warranties and guarantees made aforesaid is exclusive and stated in lieu of all other warranties, whether express, statutory or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, all of which are hereby expressly disclaimed.

Applicable Law

These guarantee terms shall be governed by the laws of Turkey excluding the Convention on Contracts of International Sale of Goods and any conflicts of laws provisions.

Validity

These Warranty and Performance Guarantee Conditions apply to modules manufactured by “Sönmez Trafo” starting from delivery date of transformer.

Best Regards

Oğuz SÖNMEZ

Chief Operating Officer

