

WARRANTY CONDITIONS for SOLARWATT Manager (SOLARWATT Manager flex 1.0 and EnergyManager pro)

CONSUMER LAW

This is a manufacturer's warranty provided by Solarwatt. It contains rights separate to rights provided by consumer law, including but not limited to those relating to defective goods under the Consumer Rights Act 2015.

As such, these warranty benefits are in addition to, and not instead of, rights provided by consumer law.

A Scope

1. These warranty conditions apply to the SOLARWATT Manager (SOLARWATT Manager flex 1.0 and EnergyManager pro) („Product“).
2. The Warranty pursuant to these warranty conditions applies to Products which the End Customer has purchased in the United Kingdom. The Warranty shall remain unaffected if the End Customer transfers to and operates the Product in a different country afterwards.
3. Any claims that the End Customer has under a Solarwatt Full Coverage policy shall also remain unaffected by these warranty conditions.
4. Any software that makes use of, or is used in connection with, the Product (including any official Solarwatt software) is not covered by these warranty conditions.

B Warranty

1. Solarwatt GmbH („Solarwatt“) guarantees to the End Customer that the Product is free of material and processing defects which have an impact on the Product's correct functioning („Product Warranty“ or „Warranty“) pursuant to these warranty conditions. This Product Warranty applies for the shorter of:
 - a) two years starting from the date the End Customer purchased the Product; or
 - b) two years and six months starting from the date the Product was shipped from the factory.

End Customers can contact Solarwatt at claim@solarwatt.net to find out the date that their Product was shipped from the factory.
2. The Warranty is provided exclusively to the End Customer. „End Customer“ is the consumer who purchases the Product from an authorised Solarwatt dealer for its own domestic use and not for the purpose of further sale or any other type of commercial exploitation.
3. Any valid Product Warranty claim submitted by an End Customer in accordance with these warranty conditions shall be referred to in this document as a „Valid Warranty Claim“.

C Solarwatt Warranty services

1. If a warranty claim event occurs during the relevant warranty period, Solarwatt will, at its sole discretion:
 - a) repair the Product at the End Customer's site; or
 - b) repair the Product at Solarwatt's facilities or the facilities of a third party; or
 - c) supply the End Customer with an equivalent replacement Product.

If the original Product is no longer manufactured in series production, Solarwatt reserves the right to supply a replacement Product which provides the same or comparable functions.

If a warranty service provided by Solarwatt is not successful, Solarwatt is entitled to repeat the same warranty service or provide another form of remedy as long as the course of action chosen by Solarwatt does not cause disproportionate hardship to the End Customer.
2. If Solarwatt replaces a Product under C.1.c), title to the original Product replaced by Solarwatt will pass to Solarwatt once the End Customer receives the replacement Product. The title in any components replaced during repair passes to Solarwatt as well. The relevant warranty period for a Product does not begin again. Rather, the remaining time of the original warranty period applies for the supplied replacement Product and any components replaced during repair.
3. If Solarwatt repairs the Product at its facilities (or the facilities of a third party) pursuant to Section C.1.b) or supplies an equivalent replacement Product pursuant to Section C.1.c), Solarwatt will engage a carrier who will collect the affected Product from the End Customer's site. If the claim is a Valid Warranty Claim, Solarwatt will bear the arising collection and delivery costs.
4. In the event of a Valid Warranty Claim, the Warranty only covers transport/shipping costs and the material and repair costs for the provision of the warranty services. The End Customer must bear any costs relating to the dismantling or uninstalling of the original Product and installation of the replacement/ repaired Product (for example if Solarwatt repairs the Product at Solarwatt's or a third party's facility

pursuant to Section C.1.b) or supplies an equivalent replacement Product pursuant to Section C.1.c)).

5. The End Customer must not make a claim under this Warranty unless it has reasonable cause for suspecting that it may have a Valid Warranty Claim. If the End Customer submits a claim under this Warranty that Solarwatt reasonably determines is not a Valid Warranty Claim, Solarwatt reserves the right to charge the End Customer for any reasonable costs incurred in providing the warranty services in relation to the unfounded claim. However, Solarwatt will only seek to recover such costs if the End Customer has not provided a reasonable explanation or evidence to support its view that the Warranty claim was valid.

D Exclusion of the Warranty

1. The Warranty does not apply to Products which are impaired, damaged, or destroyed a result of:
 - a) being stored or transported by the End Customer or a third party in such a way that is likely to cause damage to the Solar Modules;
 - b) not being installed or, if applicable, deinstalled or reinstalled, in accordance with the Solarwatt assembly manual and the recognised good engineering practices;
 - c) being operated, stored or transported by the End Customer in a manner inconsistent with the intended use and operating instructions as detailed in the assembly manual and / or operating instructions;
 - d) not being maintained in accordance with the maintenance instructions in the assembly manual;
 - e) being modified or manipulated in any way by the End Customer or a third party, or
 - f) force majeure (in particular lightning, fire or natural disaster). The insurance performance pursuant to the Solarwatt Complete Cover remains unaffected in this respect.
2. The End Customer's Warranty claim is not valid if the notification deadline set out in Section E.2 has been exceeded.

E Conditions for submitting warranty claims

1. No warranty claim can be submitted by an End Customer unless the relevant Product has been registered at www.solarwatt.com within three (3) months of the date the End Customer took delivery of the Product.
2. If a Valid Warranty Claim arises, the End Customer must submit a claim to Solarwatt in writing using the claim form available at www.solarwatt.com within three (3) months of discovering the relevant fault. When submitting a warranty claim, End Customers must provide a copy of the original invoice issued by Solarwatt or the Solarwatt product dealer. Further documentation or information (e.g. photos or records) shall be provided to Solarwatt upon request if necessary to prove that the claim is a Valid Warranty Claim (including evidence that the warranty has not been excluded under Part D where necessary).
3. For the avoidance of doubt, the End Customer is solely responsible for proving that any claim submitted under this warranty is a Valid Warranty Claim and Solarwatt reserves the right to reject any claim that it considers has not been adequately substantiated.

F Transfer to new owner

If the End Customer sells and transfers the title to the Product on, this Warranty is transferred to the new owner of the Product to the extent of the remaining warranty period. The respective new owner is then considered the End Customer for the purposes of these warranty conditions. In this event, this Warranty expires for the prior End Customer.

G Limitation of Liability

1. Solarwatt is not responsible for loss, damages or expenses in any of the following circumstances:
 - a) where the claim does not arise as a result of a Valid Warranty Claim;
 - b) damage to property;
 - c) loss that was not foreseeable to both parties when this contract was formed; or
 - d) loss of data, business losses and any other losses to non-consumers (including where the End Customer is an entrepreneur).

2. The limits of liability set out at G.1 above shall not apply in cases of:
 - a) death or personal injury
 - b) fraud or gross negligence on the part of Solarwatt or
 - c) fraudulent misrepresentation on the part of Solarwatt

And for the avoidance of doubt, nothing in Part G of this warranty will exclude or limit the End Customer's statutory rights, including cases where the Product is defective.

H Final provisions

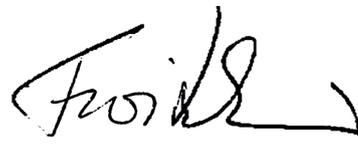
1. These warranty conditions are subject to German law to the exclusion on the Convention of the United Nations on Contracts for the International Sales of Goods (CISG). This does not apply insofar as mandatory law provides otherwise.
2. If any provisions in this warranty conditions are or become invalid, the validity of the remaining provisions remains unaffected.

Warrantor:

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