

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

### 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 purchases in countries in which Solarwatt does not have country specific warranty conditions for Products in place. All warranty conditions for Products are available at Solarwatt.de. The Warranty pursuant to these warranty conditions shall remain unaffected even if the End Customer transfers the Product to and operates the Product in a different country afterwards.
3. The Warranty pursuant to these warranty conditions applies in addition to any of the End Customer's statutory rights arising from product defects. These warranty conditions do not affect any of the End Customer's statutory rights arising from product defects. Such rights continue to exist regardless of whether a warranty claim event is given or asserted.
4. Any claims of the End Customer for insurance with fulfillment of the Solarwatt Full Coverage requirements also remain unaffected by these warranty conditions.

### B Warranty

1. Solarwatt GmbH („Solarwatt“) guarantees 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 a period of two years starting from the date the End Customer purchased the Product, however for a maximum of two years and six months after the Product is shipped from the factory. Solarwatt shall provide the End Customer with the date on which the Product was shipped from the factory immediately after the End Customer's respective request.
2. The Warranty is provided exclusively to the End Customer. „End Customer“ is the purchaser of the Product who has acquired it from an authorized Solarwatt dealer for its own domestic use and not for the purpose of further sale or any other type of commercial exploitation.

### 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 or a third party's facilities; 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.
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 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), 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. The warranty covers transport/shipping costs and the material and repair costs for the provision of the warranty services pursuant to these warranty conditions. 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), the costs for dismantling of the original Product and reinstallation of the equivalent replacement Product are not covered by this warranty. The End Customer bears any such costs.
5. If the End Customer submits a claim under this Warranty and it turns out that there is no valid warranty claim event, Solarwatt reserves the right to invoice the End Customer for any reasonable costs incurred in collecting, inspecting or returning the relevant Product, provided that the End Customer knew or ought to have known in the circumstances that it did not have a valid warranty claim.

6. If a warranty service provided by Solarwatt is not successful, Solarwatt is entitled to repeat the same warranty service measure or provide another form of remedy unless this is unreasonable for the End Customer.

#### **D Exclusion of the Warranty**

1. The Warranty does not apply to Products which are impaired, damaged, or destroyed due to the fact that:
  - a) they have been stored or transported recklessly, or without reasonable skill and care by the End Customer or a third party;
  - b) they have not been installed, dismantled, or reinstalled according to Solarwatt's installation and operating instructions and according to acknowledged rules of technology;
  - c) they have been operated in contradiction to their intended purpose and, in particular, in contradiction to the installation and operating instructions;
  - d) they have not been maintained properly, in particular, not pursuant to the maintenance instructions in the installation and operating instructions;
  - e) the End Customer or a third party has modified them incorrectly or they have been damaged intentionally or subject to any other inappropriate action; or
  - f) they have been exposed to a force majeure, in particular, lightning strike, fire, or natural disasters.
2. The End Customer's warranty claim is not valid if the notification period set forth in Section E.3 is exceeded unless the End Customer has not culpably exceeded this notification period.

#### **E Provisions on the assertion of warranty claims**

1. The warranty claim can only be asserted in text form, and a copy of the original invoice from or a dealer of Solarwatt products must be submitted to Solarwatt. For this purpose, the complaint form for End Customers is available online at [www.Solarwatt.com](http://www.Solarwatt.com).
2. Further documents (e.g. photos, records, etc.) must be provided at Solarwatt's request.
3. If an obvious warranty claim event occurs, the End Customer shall notify Solarwatt thereof immediately, however within a cutoff period of three (3) months after discovery at the latest.

Recognizable transport damages should be reported using the claim form for transport damages, available from [www.Solarwatt.com](http://www.Solarwatt.com).

#### **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. Any claims for damages or expenses against Solarwatt irrespective of the legal basis (contract, tort or any other area of law) out of or in connection with this warranty are excluded.  
Solarwatt shall in no event and irrespective of the legal basis be liable to pay damages to the End Customer for loss of profit or revenue, loss of use, loss of data, cost of capital, downtime costs, cost of substitute goods, property damage external to the Products and any damage or loss arising out of such damage or any special, incidental, indirect or consequential damage. This also applies if such damage occurs at a third party's premises.
2. The aforementioned limitation of liability does not apply if Solarwatt is liable pursuant to product liability law, in cases of willful intent, gross negligence, injury to life, body or health, or breach of material contractual obligations, i.e. obligations that actually enable the proper execution of the contract in the first place and which the End Customer can regularly and fully expect to be met. Compensation for breach of material contractual obligations is, however, restricted to foreseeable losses arising from the type of contract, provided no willful intent or gross negligence is involved, there is no injury to life, body or health, and Solarwatt is not liable under product liability law.

#### **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.

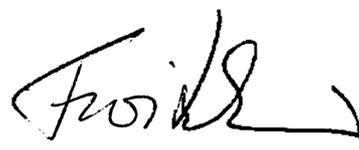
2. If any provisions in this warranty conditions are or become invalid, the validity of the remaining provisions remains unaffected.

**Warrantor:**

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