

## 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. Solarwatt grants this Warranty pursuant to these warranty conditions exclusively to the End Customer. „End Customer“ is the purchaser of the Product who has acquired it from a dealer of Solarwatt products (regardless of whether this dealer belongs to the Solarwatt dealer network) for its own use and not for the purpose of further sale or any other type of commercial exploitation.
3. The Warranty pursuant to these warranty conditions applies in addition to any of the End Customer's statutory rights arising from product defects. In addition to the Warranty, the End Customer also has statutory rights arising from product defects against the contract partner from which the Product was purchased (Solarwatt dealer). Asserting any statutory rights arising from product defects is free of charge. 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 is given or asserted.
4. These warranty conditions also do not affect any of the End Customer's rights to insurance benefits if Solarwatt Full Coverage conditions apply.

### B Warranty

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 of invoice to the End Customer for the Product, for a maximum period, however, of two years and six months after the Product is shipped from the Solarwatt factory. Solarwatt shall provide the End Customer with proof of the date on which the Product was shipped from the factory in a suitable form at any time on request.

### C Solarwatt Warranty Services

1. If circumstances covered by the Warranty arise during the warranty period, Solarwatt will, at its sole discretion and at its own expense,
  - a) repair the Product at the End Customer's site,
  - 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, title to the original replaced Product will pass to Solarwatt once the End Customer receives the replacement Product. Likewise, ownership of any product components replaced during repair will be assumed by Solarwatt. The remaining period of the original warranty period applies for replacement products and 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 Product subject to the complaint from the End Customer's site.
4. Insofar as removal and installation work is connected with the warranty services, the necessary work will be conducted by Solarwatt at its own expense.
5. If the End Customer submits a claim under this Warranty and it turns out that there is no valid warranty claim, Solarwatt reserves the right to invoice the End Customer for any costs for services provided, if the End Customer knew or should have known that the warranty claim was not valid.
6. 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 unless this is unreasonable or very inconvenient 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 not been stored or transported properly 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 recognized good engineering practices.
  - 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 improperly or they have been otherwise improperly manipulated or
  - f) they have been exposed to force majeure (in particular

lightning, fire or natural disaster).

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 End Customer may only assert a warranty claim against Solarwatt in writing and by submitting a copy of the original invoice issued by the Solarwatt product dealer or other proof of purchase. The complaint form for End Customers available online at solarwatt.com should be used for this purpose.
2. Further documents (e.g. photos, records, etc.) must be provided at Solarwatt's request.
3. In the event of an obvious Warranty claim (i.e. a Warranty claim that is so obvious that it is noticeable to the Customer with no special effort and without an expert appraisal), the End Customer must submit a Warranty claim to Solarwatt in writing as soon as possible and in all cases no more than three (3) months after discovery of the Warranty claim. Recognizable transport damages should be reported using the claim form for transport damages, available from solarwatt.com.

#### **F Transfer to new owner**

If the End Customer sells 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 arising from or in connection with this Warranty, irrespective of the legal basis, are excluded. Solarwatt shall, in particular, not be liable to pay damages for loss of profit or revenue, loss of use and production downtime, loss of data, down-time costs, financing costs or indirect or consequential damages. This also applies if such damage occurs at a third party's premises.
2. The aforementioned limitations of liability do not apply if Solarwatt is liable pursuant to the Product Liability Act in cases of wilful intent, gross negligence, injury to life, body or health, or breach of material warranty obligations, i.e. obligations that actually enable the proper performance of commitments arising from the Warranty in the first place and which the End Customer can regularly and fully expect to be met. Compensation for breach of material warranty obligations is, however, restricted to foreseeable losses typically arising from the type of contract, provided no wilful intent or gross negligence is involved, there is no injury to life, body or health, and

Solarwatt is not liable under the Product Liability Act.

#### **H Final provisions**

1. These warranty conditions are subject to German law. The application of mandatory statutory provisions which may not be deviated from by agreement to the detriment of the End Customer under the legal system of the country in which the End Customer has his habitual residence shall remain unaffected by this choice of law (Article 6(2) Rome I Regulation). The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. If any individual provisions of these warranty conditions are or become invalid, the validity of the remaining provisions remains unaffected.

#### **Warrantor:**

Solarwatt GmbH  
Maria-Reiche-Str. 2a  
01109 Dresden

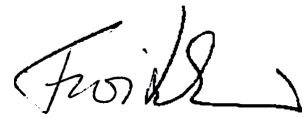
T +49-351-8895-0  
F +49-351-8895-100

info@Solarwatt.de



Ditlef Neuhaus  
CEO

Dresden, 01/2022



Dr. Armin Froitzheim  
CTO