

SOLARWATT ENERGY MANAGER STARTER KIT WARRANTY CONDITIONS

A Applicability

1. These warranty conditions apply to all products of the SOLARWATT Energy Manager Starter Kit, such as the SOLARWATT Energy Manager, the SOLARWATT Energy Meter, wireless outlet base station and wireless outlets (hereinafter collectively referred to as the "**Product**").
2. The warranty according to these warranty conditions does not extend to products that are operated outside of Germany, or Austria.
3. The warranty according to these warranty conditions applies exclusively to any rights of the end customer based on defects. Any rights of the end customer based on defects are not affected by these warranty conditions and remain in effect regardless of whether a warranty claim exist in accordance with these warranty conditions or whether the warranty claim is filed.
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 (hereinafter: "**SOLARWATT**") guarantees the end customer that the product shall remain free from defects in material and workmanship that influence the functionality of the product for a period of two years from the date of invoice to the end customer, but no longer than two and a half years from the date of shipment from the SOLARWATT factory according to the measure of these warranty conditions (hereinafter: "**product defects**").
2. The warranty is provided exclusively for the end customer. The "**end customer**" is the purchaser of the product who has obtained it from SOLARWATT or a dealer of SOLARWATT products for their own use and not for the purpose of resale.

C SOLARWATT warranty claims

1. If a warranty claim should arise during the warranty period, SOLARWATT shall address the product and/or affected components of the product as follows, according to its own discretion:
 - a) perform an on-site repair on the premises of the end customer,
 - b) perform a repair on the premises of SOLARWATT or a third party or
 - c) deliver an equivalent replacement product and/or an equivalent replacement component to the end customer.

If the original product and/or the original component is no longer in serial production, SOLARWATT reserves the right to provide a functionally equivalent replacement product and/or a functionally equivalent replacement component.

2. With receipt of the replacement product/replacement component by the end customer, the ownership of the original component shall be transferred to SOLARWATT. Components replaced during the course of repairs also become the property of SOLARWATT. Only the remaining time of the original warranty period applies to delivered replacement products, replacement components and components exchanged during repairs.
3. SOLARWATT shall bear the transport/shipping costs and the material and labor costs for the provision of the warranty claims in accordance with these warranty conditions.

On request by SOLARWATT, the end customer must send the rejected product at their own risk and expense to SOLARWATT or a third party named by SOLARWATT; if there is a warranty claim, SOLARWATT shall reimburse the end customer for the transport/shipping costs on submission of a receipt. Alternatively, SOLARWATT can, at its own discretion, arrange for the rejected product to be collected from the end customer at its own expense.

If SOLARWATT repairs the product and/or the component on the premises of SOLARWATT or a third party in accordance with Section C. 1. b) or delivers a replacement component in accordance with Section C. 1. c), the removal of the original product/original component and the re-installation are not covered by this warranty. The corresponding costs shall be borne by the end customer.

4. If the end customer objects to a product and it is determined that there is not a warranty claim, SOLARWATT reserves the right to bill the end customer for costs incurred for services rendered.
5. If warranty service by SOLARWATT is unsuccessful, SOLARWATT shall be entitled to provide the same or a different form of warranty service, unless this is unreasonable for the end customer.

D Exclusion of warranty

1. The warranty does not extend to products that are compromised, damaged or destroyed because they
 - d) were not stored or transported properly by the end customer or a third party,
 - e) were not installed, removed or re-installed appropriately in accordance with the installation manual of SOLARWATT,
 - f) were operated in a manner contrary to their intended use and especially in a manner contrary to the operating instructions in the installation manual,
 - g) were not properly maintained, particularly in a manner that does not correspond to the maintenance instructions in the installation manual,
 - h) were improperly modified by the end customer or a third party or subjected to inappropriate tampering in another manner, or
 - i) *force majeure* (particularly lightning, fire or natural disaster).

2. The end customer bears the burden of proof for demonstrating that the warranty is not excluded for the reasons mentioned in D. 1. This does not apply to circumstances that are in the area of responsibility of SOLARWATT or its vicarious agents.
3. If the notification period pursuant to Clause E.3 expires, the end customer has no warranty claim unless they are not responsible for exceeding the notification period.

E Provisions for asserting warranty claims

1. The warranty claim can only be asserted in written form, and the original invoice from SOLARWATT or a dealer of SOLARWATT products must be submitted to SOLARWATT. For this purpose, the complaint form for end customers is available online at <http://www.solarwatt.de>.
2. Further documents (e.g. photos, records, etc.) must be provided at SOLARWATT's request.
3. If a warranty claim already arises upon delivery of the product to the end customer, the end customer must promptly notify SOLARWATT of the warranty claim in written form, albeit within an exclusion period of no more than four (4) weeks of delivery. If a warranty claim arises at a later time, the end customer must promptly notify SOLARWATT of the warranty claim in written form, albeit within an exclusion period of no more than four (4) weeks of discovery.

F Transfer to new owner

If this product is sold by the end customer, this warranty will be transferred from the end customer to the new owner of the product within the scope of the remaining warranty period. The respective new owner is then deemed to be the end

customer in the sense of these warranty conditions. This warranty then expires for the original end customer.

G. Liability limitation

1. Damage claims or claims for reimbursement of expenses against SOLARWATT from or in connection with this warranty or the warranty services are excluded, regardless of the reasons. In particular, SOLARWATT is not liable for damages which the product causes to other legal assets of the end customer, or for lost profit and turnover, loss of use and production, operational shutdowns, data loss, financing costs or consequential and indirect damages. This also applies if such damages are incurred by a third party.
2. The preceding limitations of liability do not apply to a liability of SOLARWATT in accordance with the German Product Liability Act, based on deliberate act or gross negligence, based on culpable injury to life, limb or health or due to a breach of significant contractual duties – in other words, such duties which must be fulfilled for the proper execution of the contract and which the end customer can normally expect to be fulfilled. However, compensation for damages for a breach of significant contractual duties is limited to damages which are typical and foreseeable for this type of contract, insofar as there is no deliberate act or gross negligence, or the liability is not based on an injury to life, limb or health or in accordance with the German product Liability Act.

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).
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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