AXITEC Energy GmbH & Co. KG

Otto-Lilienthal-Str. 5
71034 Böblingen,
Germany

Phone: +49 7031 6288-5186
Fax: +49 7031 6288-5187

Warranty conditions for the AXIhycon inverter

§ 1 General

AXITEC Energy GmbH & Co. KG (AXITEC) grants a limited product warranty on AXITEC AXIhycon inverters. This warranty is provided voluntarily by AXITEC and exists independently of statutory warranty claims, which only apply to the seller of AXITEC products. Such claims are neither limited by our warranty nor justified against us based on this, insofar as there is no direct purchase contract with us. The exercise of such statutory rights in respect of defects shall be free of charge.

§ 2 Scope of warranty

AXITEC warrants to the end user, subject to the terms and conditions of this warranty, that the products covered by this warranty will be free from defects in material and workmanship under normal use and service. End customers (hereinafter also referred to as "customer") and thus entitled to a warranty are all purchasers who have acquired the product for their own use.

- The AXIhycon hybrid inverter is covered by: A 5-year warranty
  A 10-year warranty extension applies to the following countries: Netherlands, Belgium, France, Germany, Poland, Italy (subject to change)

- All accessories are covered by: A 2-year warranty

Warranty claims can only be made within the respective warranty period. The warranty period commences upon the earlier of (1) installation of the product by AXITEC or an AXITEC trained installer, or (2) 6 months after shipment of the product from the factory. The obligations of customers who are entrepreneurs within the meaning of the German Commercial Code (HGB), pursuant to § 377 HGB, shall remain unaffected. The warranty is not transferable.

§ 3 Warranty

In the event of a warranty claim, AXITEC will, at its own discretion, either carry out a professional repair or replace the product with an equivalent product.

AXITEC will therefore, at its sole discretion:

(1) Provide replacement products that are functionally equivalent to the customer's defective device (in terms of features, function, compatibility).

or

(2) Instruct an accredited service provider to visit the customer's premises and rectify the defect or provide one or more replacement products

or

(3) Instruct the customer to return the products to AXITEC so that AXITEC can repair or replace the products.

AXITEC is authorised to use both new and factory reconditioned products for replacement. AXITEC may repair or replace defective components at its discretion. If the products or parts thereof are replaced under this limited warranty, the remaining warranty period of the product or three months, whichever is longer, shall apply.

No further benefits will be granted. In particular, no costs for the removal of the defective device, the return shipment to us or the reinstallation will be assumed on the basis of this warranty.

Fulfilment of the warranty does not constitute a new warranty of its own.

AXITEC Energy GmbH & Co. KG

Otto-Lilienthal-Str. 5
71034 Böblingen,
Germany

Phone: +49 7031 6288-5186
Fax: +49 7031 6288-5187

§ 4 Warranty exclusions

The warranty only applies to products purchased either directly from AXITEC or from an AXITEC authorised reseller. The warranty does not cover:

- Damage resulting from improper installation, commissioning, operation or maintenance;
- If the product has been used in an environment not intended for it or contrary to applicable laws, standards and regulations;
- If the product has been used contrary to its normal or intended use
- Damage due to misuse, intent, negligence or other incorrect handling;
- Damage, as a result of improper repair;
- Loss or damage during transport or storage;
- Damage caused by force majeure and other events beyond AXITEC's control;
- Damage to products described as "obsolete";
- Fault caused by other components of the warranty holder's photovoltaic system;
- Faults that could not be identified and accidental damage;
- Products that have not been installed, commissioned or operated in accordance with the installation instructions;
- Defects resulting from acts or omissions of the warranty holder or third parties;
- Damage caused by moisture or water penetration;
- Products that have been moved after installation;
- Products that have been changed or modified, altered in any other way or opened without AXITEC's approval;
- Use of non-certified battery types;
- External scratches or stains or natural mechanical wear and tear that does not constitute a defect or normal wear and tear.

§ 5 Limitation of warranty

The claim for performance in the event of a warranty claim for a product is limited to the purchase price to be paid by the warranty issuer. Fulfilment of the warranty does not constitute a new warranty of its own.

§ 6 Local scope of the warranty

The warranty is limited to the member states of the European Union, Norway, Switzerland and Great Britain.

§ 7 Assertion of the warranty

All warranty cases must be reported by the customer to the seller or to

AXITEC Energy GmbH & Co. KG
Otto-Lilienthal-Str. 5
71034 Böblingen
Germany
(http://www.axitecsolar.com)

The report must be made in writing and must contain the following information:

- Date of inverter purchase (indicate purchase date when presenting the invoice)
- Model name and serial number of the inverter concerned
- Type of defect that occurred
- Time at which the defects occurred
- Contact information (name/address) of the location of the inverter and the injured party
- Contact details (name/address) of the specialist company that carried out the commissioning

Furthermore, the claim requires that proof of purchase, in particular an original purchase receipt, is submitted and that the serial number and the product label are not damaged.

AXITEC Energy GmbH & Co. KG

Otto-Lilienthal-Str. 5
71034 Böblingen,
Germany

Phone: +49 7031 6288-5186
Fax: +49 7031 6288-5187

Affected products may only be returned with the prior written consent of AXITEC.

The customer undertakes to send the product to an address specified by the manufacturer. The customer must return the replaced parts or equipment in the original packaging or equivalent packaging. The costs for transport/shipping and processing shall be borne by the customer. Replaced products become the property of AXITEC Energy GmbH & Co. KG. If the replaced defective part or device is not received by AXITEC within 30 days, the cost of the part/device will be charged to the warranty holder at the current price for a new one. If it turns out in the course of the inspection that there is no case under the warranty, the warranty holder shall bear the costs incurred by the warranty issuer as a result of the inspectionis.

§ 8 Limitation of liability

This warranty promise is a voluntary service provided by AXITEC. The
rights set out here represent the sole and exclusive rights of the warranty beneficiary under the limited product warranty. Further claims such as claims for damages and reimbursement of expenses against AXITEC arising from or in connection with this warranty or the warranty services, irrespective of the legal grounds, are excluded. In particular, AXITEC is also not liable for loss of profit, turnover, loss of use and production, operational standstill, loss of data, financing costs and consequential and indirect damage. This shall not apply in the case of liability under the Product Liability Act, for intent or gross negligence, for culpable injury to life, limb or health or for breach of material warranty obligations. Liability for breach of material warranty obligations shall be limited to the foreseeable damage typical for the contract, except in cases of intent or gross negligence or in cases of liability for injury to life, limb or health or under the Product Liability Act.

§ 9 Data protection

If the customer accepts the warranty service provided by AXITEC, he authorises AXITEC to process his personal data in accordance with Article 6 (1) (b) GDPR. Further information on this can be found in our data protection declaration at https://www.axitecsolar.com/datenschutzhinweis.

§ 10 Final provisions

The customer's claim under this warranty is limited to the services listed in § 2. AXITEC Energy GmbH & Co. KG shall not be liable for delays in the services specified in § 2 of the warranty due to force majeure, war, warlike conditions, strikes and other similar circumstances that lie outside the sphere of responsibility of AXITEC Energy GmbH & Co. KG. The warranty is governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws. The place of jurisdiction for all disputes arising from this contractual relationship is Stuttgart.

§ 11 Severability clause

Should individual provisions of these warranty conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall be deemed agreed which comes as close as possible to the economic purpose of the invalid provision. The same applies to any regulatory gaps.

AXITEC Energy GmbH & Co. KG

Otto-Lilienthal-Str. 5
71034 Böblingen,
Germany

Phone: +49 7031 6288-5186
Fax: +49 7031 6288-5187

§ 12 Amendments and notifications

AXITEC Energy GmbH & Co. KG reserves the right to change or adapt these warranty conditions at any time. Customers will be informed of any changes in writing in good time. Current warranty conditions can always be viewed on our website www.axitecsolar.com.

Böblingen, 30th October 2023

Steffen Wiedmann, Managing Director