Warranty Terms and Conditions for IMT Technology GmbH Irradiance and Temperature Sensors

Irradiance Sensors	Silicon Irradiance Sensor of Si Series (Si-XXX) and Accessories (Tamb-Si, Tmodul-Si, Vwind-Si and Shield-Tamb-Si)
Temperature Sensors	Module Temperature (Tm-XXX) Ambient Temperature (Ta-XXX)
Manufacturer	IMT Technology GmbH Schwarzer Weg 43 A, 31789 Hameln Germany

1. Coverage

This manufacturer's warranty applies exclusively to business customers within the meaning of Section 14 of the German Civil Code (BGB) for sensors purchased through authorised distribution channels. It is valid worldwide. This warranty is a voluntary service provided free of charge by the manufacturer and applies to the original purchaser of the products, independently of statutory warranty rights, which are not thereby restricted.

2. Scope of the warranty

The manufacturer provides a warranty against defects in materials, manufacturing and workmanship for a period of **36 months,** for sensors delivered after Oktober 1,2026.
Please also note our **manufacturer's recommendation for recalibration:**

- Irradiance sensors every **5 years**
- Temperature sensors every **10 years**

The decisive factor therefore is the shipment date, indicated by invoice or original shipping documentation by IMT Technology GmbH or IMT Solar (USA).
In the event of a valid warranty claim, the manufacturer shall, at its sole discretion, decide whether to repair the sensor, replace it with an equivalent product or refund the purchase price.
No further claims may be made under this warranty.
Repair or replacement under this warranty neither restarts nor extends the original warranty period
The sole determining factor is the original warranty period, which begins on the original (first historical) date of shipping tied to the original historical purchase. Please note the warranty period does not restart upon receipt of a replacement sensor or following the repair of the sensor! Repaired components are covered by a one-year warranty.

3. Conditions for a warranty claim

A warranty claim is valid only if
• the sensor has been installed, operated and maintained in accordance with the technical specifications and the operating, installation and maintenance instructions;
• all prescribed operating and environmental conditions have been complied with;
• no modifications, repairs or interventions have been carried out by unauthorised persons;
• the alleged defect is reported to the manufacturer in writing immediately upon discovery;
• proof of purchase or the serial number can be provided.
The claimant bears the burden of proof that the alleged defect is covered by this manufacturer's warranty.

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4. Exclusions from the warranty

In particular the following topics are excluded from the warranty:

- Damage resulting from improper assembly, installation, commissioning, operation or maintenance;
- Use contrary to the intended purpose or operation outside the technical specifications;
- Mechanical damage, caused by impact, dropping, pressure or vibration;
- Damage caused by overvoltage, undervoltage, electrostatic discharge (ESD), lightning strike or faulty electrical connections;
- Damage resulting from fire, submerging in water, corrosion, chemical influences, soiling, contamination or force majeure;
- Damage caused by transport or improper storage after transfer of risk;
- Modifications, repairs or alterations without the manufacturer's prior written consent;
- Pertaining only to Si (Irradiance) sensors: opening of sensor case will void the warranty!
- Use of unauthorised not suitable hardware, software, firmware or accessories;
- Faulty system integration or interactions with non-compatible third-party products (example; wrong power supplies);
- Electromagnetic interference outside the specified EMC limits;
- Normal wear and tear, as well as any functional or age-related deterioration;
- Normal measurement drift and calibration deviations, or other changes attributable to improper use
- Deviations within the tolerances specified in technical data sheets or specifications;
- Products whose type plate, serial number or other identifying features have been removed, altered or rendered illegible.

Furthermore, purely visual or cosmetic changes are excluded from the warranty, in particular scratches, discolouration, dulling, oxidation, surface changes, abrasion of lettering or logos, and other signs of wear and tear, provided these do not impair the function, measurement accuracy, reliability, safety, fitness for purpose or service life of the sensor.

5. Assertion and Settlement

Warranty claims must be made immediately in writing by the original purchaser, enclosing a description of the fault and proof of purchase or the serial number.

Warranty claims made by the original purchaser are processed by IMT Technology GmbH. However, if the product was purchased via IMT Solar (USA), the original purchaser may submit their claim to the manufacturer via IMT Solar (USA) on their behalf, in which case the date of shipment from IMT Solar (USA) will apply. IMT Technology GmbH (the manufacturer) reserves the unrestricted right to make the final decision on all warranty claims made. The manufacturer is entitled to request that the sensor in question is returned to the manufacturer for technical inspection. The return must be made, at the customer's own expense, in packaging suitable for transport.

Replaced products or components become the property of the manufacturer.

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6. Limitation of Liability

This manufacturer's warranty covers exclusively the services described in Clause 2.
To the extent permitted by law, all further claims are excluded. This applies in particular to claims for compensation for

- removal and installation costs, postage, transport, travel or customs costs,
- calibration, testing or commissioning costs,
- production losses, business interruptions, data loss, loss of profit or turnover, indirect damages, consequential damages and other financial losses.

The limitation of liability shall not apply in cases of wilful misconduct, gross negligence, fraudulent concealment of a defect or in cases of mandatory statutory liability, in particular under the German Product Liability Act.

7. Applicable law and jurisdiction

This manufacturer's warranty is governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention/CISG).

To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this warranty shall be the manufacturer's registered office.

8. Final Provisions

This manufacturer's warranty is non-transferable and applies exclusively to the original commercial purchaser. Any amendments or additions to these warranty terms must be made in writing.

Should any individual provision of these warranty terms be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible, both legally and economically, to the economic purpose of the provision in question.

Hamelin, October 2026



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(Managing Director)

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