## **PRODUCT WARRANTY FOR SOLMATE 3**

#### 1. Scope of application

This voluntary limited warranty applies to the SolMate 3 product (hereafter: "SolMate 3", "product" or " device") and its components purchased through authorized sales channels. It supplements the statutory warranty rights and does not restrict them.

The claims described in these warranty conditions are exclusively available to the original purchaser of the product. The original purchaser is defined as the natural or legal person who purchased the product directly from EET – Efficient Energy Technology GmbH (hereafter: "EET") or from one of EET's authorized resellers and who uses it as the end user.

Any liability for direct or indirect damage that has not occurred directly to the product itself, such as lost profits, production downtime, power failure, or damage to third parties, is excluded to the extent permitted by law.

#### 2. Warranty period

SolMate 3 is covered by a limited warranty from the date of invoice for a default period of 10 years or 6000 charge cycles at 90% depth-of-discharge (whichever comes first), or an extended period of 15 years or 6000 charge cycles at 90% depth-of-discharge (whichever comes first). During the warranty period, Solmate 3 will be free from defects, and will retain 80% energy capacity. This warranty covers the physical components of the product and its local, standalone functionality as defined in the user manual.

## 3. Warranty services

In the event of a warranty claim based on this voluntary limited warranty, EET may choose to resolve the claim utilizing any of the below specified options, at its sole discretion:

- repair the product or affected component;
- replace with an equivalent, refurbished product;
- refund the current remaining product value on a pro rata basis.

The decision on the measure lies exclusively with EET. There is no entitlement to a specific form of remedying the defects.

The costs of removal and reinstallation, as well as shipping of the defective product to EET and shipping the product back to the original purchaser of the product, are not covered by this warranty unless agreed upon in a separate service contract.

#### 4. Exclusions

This warranty excludes damage or defects caused by:

- Abuse, misuse or negligence during transport, storage, installation or operation;
- Failure to operate or maintain the device in accordance with the operation manual or technical specifications (including connecting and operating the device in a country for which the device is not specifically certified);
- Any attempt to modify the device, whether by physical means, programming or otherwise;
- Repairs or modifications to the device by unauthorized third parties, or use of unauthorized accessories or components in conjunction with the device;
- Accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events
  outside the reasonable control of EET;

This warranty also excludes:

Devices with type plate and serial numbers removed;

- Devices disconnected from the internet for more than one month at a time;
- Deep battery discharge due to periods of more than three months of device inactivity;
- Normal wear and tear, or superficial defects, dents or marks that do not impact the performance of the device;
- Noise or vibration that is not excessive or uncharacteristic, and that does not impact the performance of the device;
- Theft of the device or any of its components.

## Specific exclusion of remote services:

This warranty expressly excludes any remote accessibility, cloud services, or any features of the product that require
an internet connection or reliance on EET's servers. These Remote Services are provided 'as is' and 'as available,' and
are not covered under this warranty. Any failure, interruption, or discontinuation of the Remote Services does not
constitute a defect in the Product under this warranty.

# 5. Claiming the warranty

- Returns require prior written authorization from EET;
- Returns without prior written authorization will not be accepted;
- Returns are at the expense and risk of the customer;
- Evidence of proper installation and use may be requested;
- Examination of the claim is solely at the discretion of EET;
- If examination shows that the warranty claim is invalid, EET may charge a test and diagnostic cost of €100, and charge shipping costs (if applicable) to return the device.

## 6. Other provisions

- The warranty period is not extended or renewed by claim.
- It only applies within the EU and Switzerland.
- Statutory warranty rights remain unaffected.