

PRODUCT WARRANTY CONDITIONS FOR SOLMATE 3

1. Scope of Application

- 1.1. EET – Efficient Energy Technology GmbH, Paula-Wallisch-Straße 14, 8055, Graz, Austria, FN 470986 b ("EET") grants a voluntary limited warranty (the "**Voluntary Warranty**") with regard to the SolMate 3 product (the "**Device**"), in accordance with the provisions set out herein (the "**Warranty Conditions**"). For the avoidance of doubt, any accessories which may be purchased separately and in addition to a Device are not included in the Voluntary Warranty.
- 1.2. The Voluntary Warranty is exclusively granted to the original purchaser of the Device, i.e. the natural or legal person who purchased the Device directly from EET or from one of EET's authorized resellers and who uses it as the end user in Austria, Germany or Switzerland (the "**Customer**"). For the avoidance of doubt, the Voluntary Warranty is non-transferable.
- 1.3. These Warranty Conditions apply to both, Customers which are consumers in the sense of section 1 Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*; each, a "**Consumer**") as well as Customers which are entrepreneurs in the sense of section 1 Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*; each, an "**Entrepreneur**"). Provisions which apply exclusively to Entrepreneurs are marked with **E**.
- 1.4. Statutory warranty rights of the Customer apply. The Voluntary Warranty is granted in addition to the statutory warranty rights and does not restrict them in any way. For the avoidance of doubt, the Warranty Conditions only apply to claims specifically made under the Voluntary Warranty. Any warranty claims made on the basis of statutory law are subject to statutory law.
- 1.5. The Warranty Conditions may be amended by EET at any time. The Voluntary Warranty shall apply in the version valid at the time the order regarding the affected Device was placed.

2. Warranty Promise

- 2.1. EET hereby warrants to the Customer subject to the terms and conditions set out herein, that for the duration of the Warranty Period (as defined in section 3.1 below), the Device will
 - i. retain 80% energy capacity¹; and
 - ii. be free from material and workmanship defects that impair the Device's local, standalone functionality as defined in the user manual.

¹ Relating to the nameplate capacity of 2.56 kWh; to be measured in accordance with industry standards.

2.2. If the Device fails to meet the warranty promise set out in section 2.1 during the Warranty Period (as defined in section 3.1 below), the Customer is entitled to claim under the Voluntary Warranty.

3. **Warranty Period**

3.1. The Device is covered by the Voluntary Warranty from the respective date of invoice for a period of

- a) 10 years (or any other number of years expressly agreed between EET and the Customer in the individual case); or
- b) 6000 charge cycles at 90% depth-of-discharge², whichever of i. or ii. comes first (the "**Warranty Period**").

3.2. The Warranty Period is not renewable. For the avoidance of doubt, the Warranty Period regarding a specific Device is not renewed after the Voluntary Warranty was claimed with regard to this Device; instead, the original Warranty Period continues to expire.

4. **Warranty Services**

In the event of a valid claim based on the Voluntary Warranty, EET shall – in its sole discretion – choose to resolve the claim utilizing any of the below specified options (each a "**Warranty Service**"):

- repair the affected Device;
- replace the affected Device with an equivalent, refurbished Device; or
- partially refund the Device's net purchase price on a *pro rata* basis, reflecting the portion of the Warranty Period that has already elapsed (e.g. 50% after 5 years, 25% after 7 years, etc.).

5. **Costs**

5.1. Costs for Warranty Services. Performance of the Warranty Service selected by EET shall be free of charge for the Customer.

5.2. Inspection Fee. In certain cases, EET may charge an inspection fee of € 100 to the Customer in accordance with and as further detailed in section 8.3.

5.3. Other Costs. Any costs of removal and reinstallation, as well as shipping of the affected Device to EET and back to the Customer shall be borne by the Customer, unless expressly agreed otherwise.

6. **Coverage Exclusions**

6.1. The Voluntary Warranty does not cover any defect of a Device attributable to

- 6.1.1. abuse, misuse or negligence during transport, storage, installation or operation;

² For clarification, this means a throughput of 13.8 MWh (= 6000*2.56kWh*90%), as tracked by EET's battery management system.

- 6.1.2. failure to install, operate or maintain the Device in accordance with the user manual or technical specifications; this includes connecting and operating the Device in a country for which the Device is not specifically certified;
- 6.1.3. any attempt by the Customer or an unauthorized third party to modify the Device, whether by physical means, by programming or otherwise;
- 6.1.4. repairs or modifications to the Device by the Customer or an unauthorized third party, or use of unauthorized accessories or components in conjunction with the Device;
- 6.1.5. accidents (e.g. fall of Device, breakage, vandalism, chemical exposure/corrosion); or
- 6.1.6. force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the control of EET.

6.2. The Voluntary Warranty further does not cover

- 6.2.1. Devices which were operated outside the specifications of the user manual;
- 6.2.2. Devices with type plate and/or serial numbers removed;
- 6.2.3. Devices disconnected from the internet for more than one month at a time;
- 6.2.4. deep battery discharge due to periods of more than three months of Device inactivity;
- 6.2.5. normal wear and tear;
- 6.2.6. superficial defects, dents or marks that do not impact the performance of the Device;
- 6.2.7. noise or vibration that is not excessive or uncharacteristic, and that does not impact the performance of the Device; or
- 6.2.8. theft of the Device or any of its components.

6.3. The Voluntary Warranty further does not cover claims regarding the remote accessibility, cloud services, or any features of the Device that require an internet connection or reliance on EET's servers. These services are provided 'as is' and 'as available'.

7. Liability

7.1. In no event shall EET be responsible for force majeure, labor disputes, natural disasters or any other circumstances beyond EET's control or for reasons beyond EET's control.

7.2. Any damage of a Device incurred in the course of being returned to EET for inspection (see section 8.2 below) due to improper packaging by the Customer, shall be borne by the Customer.

7.3. **E** Towards Entrepreneurs, the liability of EET for any damage that has not occurred directly to the Device itself which was caused by or is attributable to EET

- 7.3.1. is excluded in case of slight negligence (*leichte Fahrlässigkeit*) and slight gross negligence (*leicht grobe Fahrlässigkeit*), except for personal injury;
- 7.3.2. is excluded in case of indirect damages, loss of profit, loss of interest, failure to make savings, consequential and financial losses or damages arising from third party claims;

- 7.3.3. is limited to the purchase price of the respective Device; and
- 7.3.4. must be asserted in court within six months of becoming aware of the damage and the party causing the damage, but at the latest within three years from the event giving rise to the claim.

8. Claiming the Voluntary Warranty

- 8.1. Contact. If the Customer intends to claim the Voluntary Warranty, the Customer shall contact EET by sending an e-mail to info@eet.energy, providing the invoice of the affected Device as well as sufficient evidence of the claimed defect (e.g. photos, logs) alongside a detailed outline of the issue at hand. EET may request evidence of proper installation and use of the Device from the Customer.
- 8.2. Return of Device. Provided that EET has agreed in writing for the respective Device to be returned to EET for inspection, the Customer may send the Device to EET via postal services at the Customer's own cost in packaging which is suitable and secure for transport. The transport risk from the Customer to EET shall be borne by the Customer and, if the Customer is an Entrepreneur, also the transport risk from EET to the Customer shall be borne by the Customer (transfer of risk upon handover to the carrier). Returns without prior written authorization will not be accepted. For the avoidance of doubt, EET agreeing to conduct an inspection does not constitute an acknowledgement of a valid claim under the Voluntary Warranty.
- 8.3. Inspection / Provision of Warranty Service. Prior to taking any further steps or providing Warranty Services, EET will carry out an inspection of the sent-in Device at its own discretion. If such inspection shows that the claimed and existing defect is not covered by the Voluntary Warranty, EET may charge an inspection fee of € 100. If the inspection confirms the existence of a valid claim under the Voluntary Warranty, EET will select and provide a Warranty Service at its own discretion. In any case, EET may charge the Customer with shipping costs (if applicable) for the return of the Device.

9. Final Provisions

- 9.1. Amendments, supplements, and collateral agreements to the Warranty Conditions must be made in writing in order to be effective. This also applies to any agreement to waive this written form requirement.
- 9.2. In the event of contradictions between these Warranty Conditions and deviating written agreements between the Customer and EET, the provisions of the deviating agreement shall take precedence.
- 9.3. Austrian law shall apply exclusively. The application of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded. For Consumers, any protection afforded by mandatory provisions of the law of the country of their habitual residence shall remain unaffected by this choice of law.

- 9.4. All disputes arising from or in connection with the Voluntary Warranty between EET and
 - 9.4.1. a Consumer, shall be resolved under jurisdiction of the competent court pursuant to statutory provisions.
 - 9.4.2. **E** an Entrepreneur, shall be resolved under exclusive jurisdiction of the competent court for commercial matters in Vienna.