



Limited Product Guarantee by SunSniffer GmbH & Co. KG

This SunSniffer GmbH & Co. KG Limited Guarantee covers defects in workmanship and materials of the below-listed products (the "Products") for the applicable guarantee period set out below:

Gateway, Power Supply, String Reader: 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SunSniffer or (ii) the installation of the product.

Sensors: 25 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SunSniffer or (ii) the installation of the product.

The Limited Guarantee does not apply to components which are separate from the Products, ancillary equipment and consumables, such as, for example, cables, cable holders, fuses, wires and connectors, whether supplied by SunSniffer or others. Some components may carry their own manufacturer guarantee. See product datasheet for more details.

The Limited Guarantee only applies to the buyer who has purchased the Products from an authorized seller of SunSniffer for use within the continent where SunSniffer originally sold the Products and in accordance with their intended purpose. The Limited Guarantee may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing guarantees, *provided* that the Products are not moved outside their original country of installation and any reinstallation is done in accordance with the installation directions and use guidelines accompany the Products (collectively the "*Documentation*").

If, during the applicable Guarantee Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Guarantee, then buyer shall, promptly after such discovery, report the defect to SunSniffer by sending an email to support@sunsniffer.de with the following information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the invoice.

Upon buyer's notification, SunSniffer shall determine whether the reported defect is eligible for coverage under the Limited Guarantee. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Guarantee coverage. If SunSniffer determines that the reported defect is not eligible for coverage under the Limited Guarantee, SunSniffer will notify buyer accordingly and will explain the reason why such coverage is not available. If SunSniffer determines that the reported defect is eligible for coverage under the Limited Guarantee, SunSniffer will notify buyer accordingly, and SunSniffer may, in its sole discretion, take any of the following actions:

repair the Product at SunSniffer's facilities or on-site; or

issue a credit note for the defective Product in an amount up to its actual value¹

¹ According to plant depreciation under MACRS (Modified Accelerated Cost Recovery System; United States of America)



at the time buyer notifies SunSniffer of the defect, as determined by SunSniffer, for use toward the purchase of a new Product; or

provide Buyer with replacement units for the Product.

SunSniffer will determine whether the Product should be returned to SunSniffer and, if SunSniffer so determined, the Return Merchandise Authorization (“RMA”) Procedure (set out below) will be invoked. SunSniffer may use new, used or refurbished parts that are at least functionally equivalent to the original part when making guarantee repairs. The repaired Product or replacement parts for Product, as applicable, shall continue to be covered under the Limited Guarantee for the remainder of the then-current Guarantee Period for the Product.

Where the RMA Procedure is invoked by SunSniffer, SunSniffer will instruct buyer how to package and ship the Product or part(s) to the designated location. The buyer will bear the cost of such shipment and SunSniffer will, at its expense and sole discretion, either repair or replace the Product or part(s).

SunSniffer will deliver the repaired or replaced Product or part(s) to buyer at buyer’s designated location in countries where SunSniffer has an office and/or there is a significant PV market. SunSniffer will inform Buyer if the country of Buyer’s designated location is on the supported country list. The buyer will bear the cost of such shipment, including shipping and customs (where applicable) and any applicable value added tax. SunSniffer will issue an invoice for these costs to buyer and buyer will pay these costs to SunSniffer prior to shipment. SunSniffer may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SunSniffer as per the above.

All costs, including, without limitation, labor, travel and boarding costs of SunSniffer service personnel or others that are incurred for labor relating to repairs, uninstalling and reinstalling of Products on-site, as well as costs related to buyer’s employees and contractors repair or replacement activities, are not covered by the Limited Guarantee and, unless otherwise agreed in writing in advance by SunSniffer, shall be borne by the buyer.

Guarantee Exclusions: This Limited Guarantee will not apply if (a) buyer is in default under the General Terms and Conditions of other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SunSniffer;
- damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in SunSniffer installation guide;
- opened, modified or disassembled in any way without SunSniffer’s prior written consent;



- used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- damaged by software, interfacing, parts, supplies or other product not supplied by SunSniffer;
- damaged as a result of improper site preparation or maintenance or improper installation;
- damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water, or other events beyond SunSniffer's reasonable control or not arising from normal operating conditions; or
- damaged during or in connection with shipping or transport to or from buyer where buyer arranges such shipping or transport.

This Limited Guarantee does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED GUARANTEES SET OUT HEREIN ARE IN LIEU OF ANY OTHER GUARANTEES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SUNSNIFFER, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY GUARANTEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by buyer that go beyond the guarantee terms set out herein, including claims for compensation or damages, are not covered by the Limited Guarantee, insofar as SunSniffer is not subject to statutory liability. The contractual or statutory rights of applicable law of the buyer vis-à-vis its Seller shall not be affected through this Limited Guarantee. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Guarantee is subject to buyer complying with the foregoing notification requirements and cooperating with SunSniffer's directions. SunSniffer's sole obligation and buyer's exclusive remedy for any defect guaranteed hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SunSniffer, the Limited Guarantee and related provisions set out herein are subject to SunSniffer's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

The law of the Federal Republic of Germany applies.

Revised: June 2021