

## Limited product warranty

We, BRC Solar GmbH, Gehrnsstraße 7, 76275 Ettlingen (hereinafter “BRC Solar” or “we”) offer (end) customers (as defined below), in addition to any rights they may have against the seller, a voluntary manufacturer's warranty on our products in accordance with the following warranty conditions:

### 1. Scope

This limited product warranty covers defects in materials and workmanship in BRC Solar GmbH products during the warranty period. These include the range of power optimizers (M500, M600-M, M600-E) with a warranty period of twenty-five (25) years and the gateway (BRConnect) with a warranty period of ten (10) years, starting from the date of installation of the device at the end customer (proof of commissioning).

A prerequisite is that the products have been purchased from an authorized dealer or directly from BRC Solar for use for the intended purpose. The end customer, i.e. the party in whose beneficial ownership the device is after commissioning (hereinafter also referred to as the “customer”), is entitled to the warranty. The limited product warranty can be transferred to any legal successor, provided that the device is not operated outside the country in which it was originally intended. This product warranty is valid within the European Union and in any third country in which the respective device was placed on the market by BRC Solar or in agreement with us.

Parts subject to natural or usage-related wear and tear, components separate from the appliance, additional equipment, accessories and assembly parts are expressly excluded from this warranty. Protective coatings may deteriorate over time and are therefore excluded from the limited product warranty.

### 2. Warranty service

If a defective device is covered by the Limited Product Warranty, BRC Solar may, at its sole discretion, specify one of the following options:

- Repair
- Replacement of the device with a product of at least equal value
- Optimierers Credit in the amount of the fair value of the optimizer

No further services are provided. 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.

Claiming under the warranty does not extend the warranty period. Replaced or repaired products are covered for the remainder of the original warranty period or 90 days, whichever is longer.

### **3. Utilization of the guarantee and procedure**

To take advantage of the limited product warranty, material and manufacturing defects can be reported to BRC Solar during the warranty period. The report must be made immediately upon discovery of the defects to [support@brc-solar.de](mailto:support@brc-solar.de) with the information below:

- Brief error description
- Serial number of the defective device
- Copy of the invoice or proof of purchase

Upon receipt of the report, we will check whether a warranty claim exists based on the facts described to us. If there is a warranty claim and we decide to replace the device, we will arrange for the replacement device to be sent. For this purpose, the customer must inform us of the desired delivery address.

In the event that the defective device must be returned to BRC Solar, BRC Solar shall inform the customer accordingly. The customer is then obliged to return the defective device to BRC Solar within 3 weeks. Suitable packaging must be chosen for this. Any packaging and shipping costs incurred shall be borne by the customer. The device must not be further disassembled, modified or manipulated in any other way, otherwise the warranty claim will become void.

By making use of the limited product warranty, the customer agrees that BRC Solar may charge him for the costs incurred if an analysis of the defective device reveals that, contrary to the customer's description, there was no warranty claim. The costs are also to be reimbursed if the customer does not return the defective product to BRC Solar within the deadline.

There is no entitlement to the use of new products or spare parts. If BRC Solar decides to replace or repair the product, BRC Solar may also use refurbished or used spare parts. Furthermore, BRC Solar is also entitled to supply another, at least equivalent product type.

Every installation and new installation must be carried out in accordance with the product documentation. The relevant documentation is available in the download area of the BRC Solar website.

#### **4. Exclusion**

limited product warranty cannot be claimed if:

- the information in the operating instructions has not been observed;
- the device has been used in an environment not intended for it, contrary to the information in the documentation or contrary to applicable laws, standards and regulations;
- the device has been used in a manner contrary to the usual and intended use;
- there is incorrect or improper use or unauthorized manipulation, modification, alteration, opening or damage;
- in the event of intent, negligence, misuse or accidental damage;
- maintenance, installation, device testing or operation of the device has been carried out improperly;
- the device has been damaged by incorrect and unintended voltages or currents;
- the damage was caused by the system on which the device was installed or by a defect in other components of the system;
- the damage was caused in connection with transportation or improper storage;
- the cause of the damage is attributable to fire, the effects of water, lightning, storms, biological infestation, other events of force majeure, corrosion, overvoltage, accidents, external influences and other circumstances for which BRC is not responsible;
- markings or serial numbers have been removed or tampered with.

Damage that is purely cosmetic in nature, such as scratches, dents and other defects to the outer casing of the device, is not covered by the limited product warranty, provided that the function of the device is not significantly impaired as a result.

#### **5. Other**

This warranty promise is a voluntary service provided by BRC Solar. The rights set out here represent the sole and final rights of the warranty claimant within the scope of the limited product warranty. Further claims that go beyond the provisions set out here, in particular compensation for direct and indirect damages, irrespective of the legal grounds, are excluded. BRC Solar's liability under mandatory law, in particular product liability law, remains unaffected.

This limited product warranty is in lieu of all other warranties with respect to the products, whether express or implied, oral or written. No person other than an authorized representative of BRC Solar may make any modification, extension or addition to this Limited Product Warranty.

Any statutory rights of the warranty claimant against the seller are not restricted by this product warranty and exist irrespective of the occurrence of the warranty claim. The claim is free of charge.

This guarantee shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).