

Enapter AEM Multicore Voluntary Commercial Warranty

21 November 2022

The Legal Warranty obligations of Enapter S.R.L. and Enapter GmbH (each “Enapter”) for the AEM Multicore can be found in the General Terms and Conditions of Sale and Delivery. We are convinced that our products are of superior quality. Accordingly, all our customers benefit from the Legal Warranty, and in addition, we also provide an additional Voluntary Commercial Warranty with the following parameters. Reference in this document to a Warranty shall be in relation to the Voluntary Commercial Warranty and not the Legal Warranty.

Who is covered?

The Enapter AEM Multicore Voluntary Commercial Warranty applies to the original purchaser of Enapter AEM Multicore products only. The Voluntary Commercial Warranty is not transferable to subsequent purchasers.

What is covered?

The Voluntary Commercial Warranty covers Enapter AEM Multicore products. Enapter warrants that any product purchased from Enapter will be free from defects in materials during the Warranty period.

Voluntary Commercial Warranty Period

A 12-month Warranty period applies to Enapter AEM Multicore series from passing the Site Acceptance Test (SAT) by Enapter or one of its service partners.

Service Packages

Enapter offers various service packages for the AEM Multicore series for product coverage beyond the initial 12-month Voluntary Commercial Warranty period. Please contact Enapter for further information.

Warranty Handling

Enapter will make all reasonable efforts to respond to any customer contact in a Voluntary Commercial Warranty case by the next business day.

If a product is determined to be defective at any point during the Voluntary Commercial Warranty period as set forth herein, one or more of the following services, as selected by Enapter, will be provided at no charge:

- ≡ repair defective parts,
- ≡ replace defective parts,
- ≡ provide technical support remotely,
- ≡ cover of standard shipping costs from and to the original delivery destination,
- ≡ repair the device at an Enapter facility or at an Enapter service partner’s facility
- ≡ exchange the device for a refurbished device (of equivalent value according to model and age).

In the case of an exchange or repair, the remainder of the eligible Voluntary Commercial Warranty will be transferred to the repaired original or replacement component.

In order to fulfil its obligations as stated above, Enapter may require a copy of the purchase receipt and/or Site Acceptance Test (SAT) documentation. The model/serial number must be included on the documentation provided to determine Voluntary Commercial Warranty entitlement.

Exclusion of Liability

The Voluntary Commercial Warranty from Enapter shall not apply to any defect, failure or damage caused by improper use, improper or inadequate maintenance or care. The Warranty shall further not apply to any damage in case of:

- ≡ incorrect installation or commissioning if performed by a third party,
- ≡ a service, including repairs, upgrades, and expansions, to Enapter products performed by anyone who is not a representative of Enapter or an authorized service provider (installer, maintainer, systems integrator etc.),
- ≡ continued use of outdated firmware
- ≡ failure to observe the user manual, maintenance requirements, and/or intervals,
- ≡ unauthorised modifications, changes, or attempted repair,
- ≡ incorrect use, inappropriate operation, abuse and/or vandalism,
- ≡ insufficient ventilation of the device,
- ≡ failure to observe the applicable safety regulations of local, or national, jurisdictions as well as principles of safe practice,
- ≡ force majeure (including, but not limited to: acts of God, lightning, storms, fire, flooding, earthquakes, epidemics, pandemics, as well as other events beyond reasonable control such as but not limited to conflict, terrorist attacks, riots and prolonged labour strikes).
- ≡ improper packaging/storage from customer before sending their devices to Enapter facilities, regardless of the entity who arranged the shipping.
- ≡ If serial number has been removed or defaced

Cosmetic defects, pre or post repair, which do not impact hydrogen production or degrade form, fit, function in any way are not covered by this Voluntary Commercial Warranty.

Enapter shall – at its sole discretion – not be obliged to render Voluntary Commercial Warranty services if the AEM Multicore has been modified or otherwise tampered without the explicit written permission of Enapter.

Any liability for indirect or consequential damages, especially compensation claims for the loss of profits, or revenue, or incurred costs arising from disassembly and mounting, are expressly excluded unless specifically agreed upon in writing.

Enapter shall not be held liable for any damage to or operational issues with any other component or third-party product for any reason, including operational issues with Enapter products.

These exclusions shall not apply to death or personal injury, fraud, intent, or gross negligence; or fraudulent misrepresentation; or any other liability that cannot be limited or excluded as a matter of law.

Replacement and shipping procedure and Conditions

In case of a justified Voluntary Commercial Warranty claim, Enapter will provide standard ground shipping from and to the original delivery destination, should shipping be required for replacement parts for onsite repairs. If expedited shipping is requested, or specialist shipping required – specialist being determined at Enapter's sole discretion – the costs exceeding the standard ground shipping as set forth above will be billed to the customer in full.

How to get Warranty Support

Enapter AEM Multicore series are designed and built to be reliable. However, in the unlikely event of a failure, please contact the Enapter Customer Support Team (support@enapter.com).

The Voluntary Commercial Warranty is provided by Enapter with respect to the AEM Multicore series and its related items in lieu of any other warranties express or implied. Enapter disclaims any implied warranties. Enapter's responsibility to repair, replace or refund any product covered by the Warranty is the sole and exclusive remedy provided to the customer in the case of a defect of material or workmanship of a purchased product.

This Voluntary Commercial Warranty is governed by and will be construed in accordance with the laws of the state of Germany.

This Warranty is valid as of 21 November 2022 and subject to potential changes / adjustments. Please note, the version of the Voluntary Commercial Warranty at the date of purchase applies.