

Enapter single-core Products Warranty

21 November 2022

The legal Warranty obligations of Enapter S.R.L. and Enapter GmbH (each “Enapter”) for single-core electrolyzers, dryer, and water tank (“Product” or “Products”), can be found in the General Terms and Conditions of Sale and Delivery. Reference made in this document to “Warranty” shall mean both the Voluntary Commercial Warranty, and Extended Voluntary Commercial Warranty as defined below, and not the Legal Warranty.

Information about our Voluntary Commercial Warranty, and Extended Voluntary Commercial Warranty is set forth below. Information on the claims procedure for the Warranty are outlined below.

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 a Voluntary Commercial Warranty and an Extended Voluntary Commercial Warranty with the following parameters.

Who is covered?

All Enapter Warranty types apply to the original purchaser of the Products only, and are not transferable to subsequent purchasers.

What is covered?

The Voluntary Commercial Warranty and Extended Voluntary Commercial Warranty covers single-core electrolyzers, dryers and water tanks (Products).

Enapter warrants that any single-core Product purchased from Enapter will be free from defects in materials for a period of at least 12 Months from the notification that the Products are ready for shipping (“Notification”). If the below conditions are met an Extended Voluntary Commercial Warranty of 2 years applies.

Voluntary Commercial Warranty duration

A Voluntary Commercial Warranty lasting 12 months applies to Enapter Products from the Notification that the Products are ready for shipping.

Extended Voluntary Commercial Warranty

Enapter offers a 2 Year Extended Voluntary Commercial Warranty commencing from the date of Notification that the Products are ready for shipping for all Enapter Products if the following criteria are met: the Products shall have (i) an active Enapter Monitoring Subscription Agreement (EMSA) prior the installation at the customer site and (ii) The EMSA shall be in continuous use as from no later than the 3rd month since Notification.

Warranty Handling

Enapter will make all reasonable efforts to respond to any customer contact in a Warranty case at the latest on the next business day.

If a Product is determined to be defective at any point during the 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 Product on site, at an Enapter's facility or at an Enapter's service partner's facility
- ≡ exchange the Product for a refurbished one of at least equivalent value according to model and age). Replacement Product will be shipped after the original Product is returned and analysed to determine the cause of the issue.

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

In order to fulfil its obligations as stated above, Enapter may require a copy of the purchase receipt, installation documentation, or evidence of the eligibility for the Warranty if Enapter is unable to confirm Warranty entitlement. The model and serial number must be included in the documentation provided to determine Warranty entitlement.

Exclusion of Liability

The 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,
- ≡ 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 Warranty.

Enapter shall – at its sole discretion – not be obliged to render Warranty services if the Product has been opened, modified, or otherwise tampered without the explicit written permission of Enapter for any purposes whatsoever, including but not limited to the purpose of re-engineering.

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 Warranty claim, Enapter will provide standard ground shipping from and to the original delivery destination, should shipping be required. 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.

Enapter will not provide new replacement equipment to distributors or installers who exchange new equipment from their stock to customers in the field without Enapter approval.

How to get Warranty Support

Enapter Products 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 Warranty is provided by Enapter with respect to the Product 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 Voluntary Commercial Warranty, or Extended Voluntary Commercial 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, and Extended Voluntary Commercial Warranty document is valid as of 21 November 2022 and subject to potential changes / adjustments. Please note, the version of the Enapter Single-Core Products Warranty at the date of purchase applies.

This Enapter Single-Core Products Warranty is governed by and will be construed in accordance with the laws of the state of Germany.