

# **WARRANTY POLICY**

### LIMITATIONS OF LIABILITY

Only in the events of minor, careless handling, is our liability limited to the foreseeable irresponsible breaches of duty and care, and to immediate repairable damage, depending on the product. These limitations also extend to our Solarfox employees and representatives. We cannot be held liable in the events of minor violations of contractual obligations.

The forementioned limitations of liability also do not apply to the purchasers' claims regarding product liability. In addition, the restrictions on liability attributable to us, do not apply to bodily harm and harm to health or harm to the life of the purchaser.

Claims for damages regarding defects made by the ordering party are also limited to one year after delivery of goods. This does not apply if the cause can be attributed to malice.

#### MANUFACTURER WARRANTY (OUTLINE)

The manufacturer's warranty is limited to products made exclusively by SOLEDOS GmbH (e.g. Solarfox <sup>®</sup> displays) and excludes supplementary products purchased, which are sold separately. The conditions of warranty for these items are dependent on their corresponding manufacturers and dates of purchase.

Screens under the brand manufacturer LG Electronics & Samsung possess a warranty of 36 months from the date of purchase. All other components and accessories of the Solarfox® Display are covered by SOLEDOS GmbH's 2-year warranty. In case of a material or fabrication defect during these 2 years, SOLEDOS GmbH will bear the costs of repairing or replacing the item. Both warranties require validation and sufficient proof (e.g. proof of purchase) and that the warranty is claimed within the valid period.

Warranty does not cover products or accessories which undergo normal wear and tear and therefore can be considered as wearing parts. Warranty also becomes invalidated when the product becomes damaged due to negligence or improper maintenance. (e.g. Installation was performed not in accordance to the manual or outside of its intended purpose.)

Only SOLEDOS GmbH or authorized distributors and installers are allowed to perform repairs. In order to ensure an adequate handling of the product, all instructions listed in the manual have to be complied with. Application and handling which are explicitly advised against or cautioned against in the manual are to be avoided by all means. These limitations of warranty do not affect the legal rights for warranty in any way.

## SOLARFOX® DISPLAYS

SOLEDOS GmbH develops and distributes devices for the visualisation of photovoltaic systems on large displays. SOLEDOS GmbH is based in Gründau und registered at the district court of Hanau (Germany) with the registration number HBR 92443.

SOLEDOS GmbH guarantees that all Solarfox® displays meet the highest German quality standards and technical requirements as well as legal quality specifications. The warranty conditions are listed in detail below.

#### 1) WARRANTY CASE

SOLEDOS GmbH provides the following guarantees free of charge in accordance to the following conditions in the event of a Solarfox® display showing cosmetic, manufacturer or software defects during the warranty period and if the Solarfox® display is not usable for the common use as outlined in the contract.

## 2) WARRANTY PERIOD

- a) The warranty period is set from the date of purchase and is 36 months for the screen and 24 months for the mini computer. Warranty is only valid with the purchase of a Solarfox® display from SOLEDOS GmbH, an authorised distributor or from an authorised installer. The exact date of the start of the warranty period is determined by the date outlined on the invoice. It is mandatory for the receipt to also state the serial number of the purchased Solarfox display.
- b) Guarantees neither hinder the expiration of the warranty period, nor do they trigger a restart of the warranty period.
- c) The extent of the warranty claim and the subsequent guarantee is limited to the maximum value of the purchase.

## 3) VOID & EXCLUSIONS OF WARRANTY

- a) Warranty will be voided if any these following conditions are met:
  - 1. If the damage is caused due to inappropriate handling or usage of the product, which is not in accordance with its intended purpose.
  - If the damage is caused due to a malfunction from the result of mishandling the product and/or due inappropriate usage not in accordance to its intended purpose.
  - If the damage is caused due to an external influence or "third party interference". This entails activity from an unauthorised entity performing any action outside of the scope of the product's intended purpose / behaviour.



- 4. If the defect is caused due to incorrect usage of the Solarfox® display, which does not correspond with the usage outlined in the supplied documentation.
- If the Solarfox® display shows software errors due to improper handling which results in transmission errors, yield loss or missing error messages.
- If the Solarfox® display was modified with any additional / unsupported equipment or peripherals outside of its original specifications (which includes but not limited to: alternate display solutions, HDMI splitters, WLAN cards or HDMI converter cables.)
- If the Solarfox® display was destroyed or damaged due to force majeure or a natural disaster.
- 8. If the Solarfox® display shows signs of mechanical damage.
- If the casing of the Solarfox® display or any of its individual components are opened.
- b) Modifications of the product by SOLEDOS GmbH, or from our manufacturers, can occur, but will not qualify as a justifiable reason for a claim to be made. Once an agreement has been reached and a contract signed, the specifications of the unit are bound by its current traits upon purchase.
- c) Additionally, normal signs of usage and wear do not justify any claims for warranty.
- d) Opening the device and breaking the manufacturer's seal will void the warranty.
- e) Fragile parts such as glass or plastic are not covered by the warranty. Warranty obligations do not become effective in cases of slight deviations from nominal conditions which do not influence the value or usability of the device. Guarantee is not provided in cases of damages due to chemical/electrochemical exposure, damages due to water as well as damages due to force majeure.
- f) Evident damage upon receiving the product must be immediately reported in writing within one week in order to receive compensation. Hidden damages, i.e. damages which are neither immediately visible nor not identified within a given timeframe despite thorough inspection have to be reported as soon as they become known.
- g) In case the reported defect is considered incorrect after a thorough testing is done by SOLEDOS GmbH and if the unwarranted claim can be considered a deliberate action or gross negligence, SOLEDOS GmbH reserves the right to demand compensation for the costs of labour and handling.

#### 4) GUARANTEEING

- a) Guaranteeing means that defective parts/products are repaired or replaced by functioning and tested parts according to our standards.
  There are no additional claims to this guarantee.
- SOLEDOS GmbH supersedes ownership of damaged products or parts sent to us. In the event of loss or missing returns, these items will be individually invoiced.

#### 5) ENFORCEMENT

- a) The warranty claim becomes declared once the Solarfox Display is returned to SOLEDOS GmbH or resent to the customer. It is mandatory for the customer's invoice to contain the serial number of the Display.
- To guarantee the handling and tracking of claims, we provide our own RMA service where this process can be initiated and tracked: https://www.solar-fox.com/en/rma.html
- The return consignment will need to contain all necessary data of the client for the RMA process to be fulfilled.
- d) The risk of transportation for the delivery of goods lie with the sender. SOLEDOS GmbH is not responsible for damages incurred and will not reimburse the costs of shipping, transport, travelling, and/or personnel fees.

#### 6) LAW RELATED WARRANTY CLAIMS

The rights of the Buyer under the applicable national legislation of any EU country shall not be affected.

Gründau, 07.2022