

Warranty conditions for the charging system AXIbox 11K

§ 1 General Information

Through these warranty conditions, the statutory rights of the customer (insured), i.e. rectification, withdrawal, reduction, compensation are not affected. The warranty conditions apply besides and in addition to the statutory and contractual guarantee rights of the guarantor.

The legal rights of the guarantor apply regardless of whether a warranty claim is present and/or whether the Warranty is made use of. The use of such statutory warranty rights is free of charge.

§ 2 Warranty

AXITEC Energy GmbH & Co. KG guarantees their end customers (insured), that the products covered by the warranty are free from product and manufacturing defects.

The warranty includes a maximum period of use of 2 years.

The obligations of the customers, who are entrepreneurs in the sense of the German Commercial Code (HGB), in accordance with § 377 HGB remain unaffected.

The guarantee is not transferable.

§ 3 Warranty capacity

Where a warranty case occurs pursuant to these warranty conditions, the customer has to inform Axitec Energy GmbH & Co. KG. AXITEC Energy GmbH & Co. KG shall then either repair or replace the product at its own discretion. AXITEC Energy GmbH & Co. KG also reserves the option, instead of repair or replacement, alternatively to reimburse according to the current and market manufacturer's price of the product.

The warranty policyholder commits himself to send the product (AXIbox) to an address provided by the manufacturer. The cost of transportation/shipping and handling shall be assumed by the customer.

Replaced products are taken in as property of AXITEC Energy GmbH & Co. KG. The same applies if individual components of the product are replaced within the scope of the repair.

Further claims from the warranty are excluded, with this exclusion also applying to claims relating directly to the repair.

If in the context of the review it is established that the warranty claim fails, then the warrantee is responsible for the costs incurred by the examination.

§ 4 Warranty exclusion

1. Excluded from the warranty are use-related deficiencies.
2. The warranty does not cover impairments to the product, caused by the fact that,
 - The product has been stored improperly and/or the specified temperature ranges according to Axitec Energy's manual have not been observed.
 - The product has not been installed for its intended purpose and/or the assembly manual by a specialist in the light of the applicable rules for the product
 - The product was not stored, transported, mounted, installed, operated and/or repaired in accordance with

the recognized rules of technology and the product was used not as intended,

- the product has been changed,
 - the product was exposed to force majeure (e.g. lightning / hail / fire / vandalism).
- 3 Only immediate shortcomings inherent to the product are included under the coverage of the warranty.
AXITEC Energy GmbH & Co. KG shall in particular not be liable for direct and indirect damage such as, for example, examination, dismantling and disposal costs, loss of use, loss of profit, loss of image or other personal injury and damage to property, unless liability is mandatory by way of exception.
- 4 Excluded from the warranty are articles for which proof of purchase, in particular a purchase receipt is missing in the original, the product label is damaged or the serial number is unknown or is not unequivocally assignable.
- 5 The warranty only applies to installations in countries whose power supply meets the connection conditions required in the manual and whose regional and national requirements are met by the AXIbox 11K.

§ 5 Warranty limitation

1. The claim for performance for the warranty claim of a product is limited to the purchase price to be paid by the insured.
2. The fulfilment of the warranty services will not create its own new warranty.

§ 6 Warranty period

The warranty period is limited to two (2) years. The warranty period begins with the date of purchase of the AXIbox 11K by the first end customer. (crucial is the invoice date).

§ 7 Enforcement of the warranty

The warranty claim is to be directed to AXITEC Energy GmbH & Co. KG, Otto-Lilienthal-Str. 5, 71034 Böblingen as warrantor.

The claiming exercise has to be made in writing. It has to contain the following information:

- When was the AXIbox purchased? (specify date of purchase upon presentation of the invoice)
- What is the model name/serial number of the affected AXIbox?
- What kind of defect occurred?
- When did the defect occur?
- Contact information (name, address) of the location of the AXIbox and the insured.
- Contact information (name, address) of the specialist company that carried out the commissioning.

§ 8 Final provisions

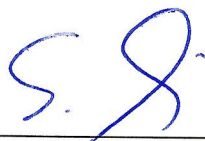
The claim of the customer from this warranty is limited to the services listed in §3. AXITEC Energy GmbH & Co. KG shall not be liable for delays in the services mentioned in § 3 of the warranty due to force majeure, war, war-like conditions, strikes and other similar circumstances that are outside the area of responsibility of AXITEC Energy GmbH & Co. KG.

The invalidity of individual provisions of these guarantee commitments shall not affect the validity of the remaining provisions.

The warranty is subject to the law of the Federal Republic of Germany under exclusion of the UN Sales Law and the conflict of laws.

The court of jurisdiction for all disputes arising from this contractual relationship is Stuttgart, Germany.

Böblingen, 18.05.2022

A handwritten signature in blue ink, appearing to be "S. Wiedmann".

Steffen Wiedmann, Geschäftsführer