



# Warranty Conditions

## Enapter AEM Multicore electrolyzers



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22 May 2024

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Unless specified elsewhere, the statutory rights to the cure of defects of Enapter S.R.L. and Enapter GmbH (each '**Enapter**') products can be found in the General Terms and Conditions of Sale and Delivery.

On top of that, in a commitment to sell products of only the finest quality, we provide this Enapter AEM Multicore Voluntary Commercial Warranty ('**this Warranty**') with the following parameters. Any use in this document of the term 'warranty' relates to this Warranty, not to statutory rights to the cure of defects (which may, at times in other documents or sources, be referred to as 'legal warranty' or 'statutory warranty').

### Who is covered?

This Warranty is granted to the original purchaser of Enapter products only. It is not transferable to subsequent purchasers.

### What is covered?

This Warranty covers any (and only such) Enapter product under the category "Multicore", including: AEM Nexus 1000, AEM Nexus 500 and AEM Flex 120. Enapter warrants that any product purchased from Enapter under this Warranty will be free from defects in materials during the Warranty Period.

### Warranty Period

This Warranty is valid for 12 months ('**Warranty Period**'). For products installed and commissioned on site by or on behalf of Enapter, the Warranty Period starts upon the product's passing of the Site Acceptance Test (SAT); for other products, it starts upon Enapter's notification that the product is ready for shipping ('**Notification**').

### Service Packages

Enapter offers various service packages for product coverage beyond the Warranty Period. Please contact Enapter for further information.

### Warranty Handling

Enapter will make all reasonable efforts to respond to customer contacts under this Warranty by the next business day.

If a product is determined to be defective at any point during the Warranty Period, Enapter will, at its sole and own choice, provide one or more of the following services:

- ≡ provide technical support remotely,
- ≡ repair defective parts,



**Enapter S.R.L.**

Managing Directors:

Jürgen Laakmann, Gerrit Kaufhold,

Ivan Gruber, Michael Söhner

Commercial register: C.C.I.A.A. di Pisa

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- ≡ replace defective parts,
- ≡ cover standard shipping costs for replacement parts from and to the original delivery destination.

In case of exchange or repair of components, the remainder of this 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 SAT documentation. The model/serial number must be included in the documentation provided to determine entitlement to this Warranty.

### Exclusion of Liability

This Warranty does not apply to defects, failures or damage caused by improper use, improper or inadequate maintenance, or care. It also does not apply 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 by customer before sending their defective parts to Enapter facilities, regardless of the entity who arranged the shipping.
- ≡ Removal or defacing of serial number.

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

Enapter needs not render services under this Warranty if the product has been modified or otherwise tampered with, 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, is 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.



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None of the above exclusions applies 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 claim under this Warranty, 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 shall be paid by customer in full.

Enapter will not replenish distributors’ stock of products used to exchange products of their own customers without Enapter approval.

#### 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](mailto:support@enapter.com)).

This Warranty is provided by Enapter with respect to products of 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 any product covered by the Warranty (or replace parts thereof) 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 Warranty is governed by and will be construed in accordance with the laws of the state of Germany.

This Warranty is valid as of 22 April 2024 and subject to potential changes / adjustments. Please note the version of this Warranty current at the date of purchase.



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