

Enapter Single-Core Commercial Warranty

1st January 2025

Unless specified elsewhere, the statutory rights to the cure of defects of Enapter S.R.L. (**'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 Single-Core Commercial Warranty (**'Warranty'**) with the following parameters. Any use in this document of the term 'warranty' relates to this Warranty, not to statutory rights pertaining to defects and their cure (which may, in other documents or sources, be referred to as **'legal warranty'** or **'statutory warranty'**).

1. Who is covered?

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

2. What is covered?

This Warranty covers any (and only such) Enapter product under the category **'single-core'**, including: EL4, Dryer, and water tank. Enapter warrants that any product purchased from Enapter under this Warranty will be free from defects in materials during the Warranty Period.

3. Warranty Period

The Warranty Period begins upon notification that the product is ready for shipping (**'Notification'**) and lasts for 12 months. To purchase an extension, please contact your sales contact directly, or sales@enapter.com before the completion of the order.

4. Warranty Handling

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:

- ≡ repair defective parts and/or products;
- ≡ replace defective parts and/or products;
- ≡ provide technical support remotely;
- ≡ cover standard shipping costs for repair and/or replacement of parts or products 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. The Customer must also return any devices or parts which have been or will be replaced.

In order to fulfil its obligations as stated above, Enapter may require a copy of the purchase receipt, installation documentation and further documentation as specified below, and/or evidence of the eligibility for the Warranty including model and serial number.

5. Exclusion of Coverage

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 storage, installation, commissioning, or operation;
- ≡ failure to operate electrolyzers for at least 1 hour at full load and turn on dryers within
 - 3 months of date of delivery for DAP (Incoterms), or
 - 4 months of Notification for EXW (Incoterms);
- ≡ failure to provide all requested telemetry from the EMS, PLC modbus or similar data logger in the format as defined in the Owner's Manual or supplementary documents, with telemetry being logged for at least 90% of time producing hydrogen;
- ≡ a service, including repairs, upgrades, and expansions, to products performed by anyone who is not a representative of Enapter or an authorized service provider (installer, maintainer, systems integrator etc.);
- ≡ failure to observe the Owner's Manual, in particular (but not limited to) maintenance requirements and/or intervals, unauthorised modifications, changes, or attempted repair;
- ≡ 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);
- ≡ removal or defacing of serial number.

Any reference to the Owner's Manual shall be interpreted as referring to the latest version available to the Customer at <https://handbook.enapter.com/>.

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 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 e.g. arising from replacement purchases, disassembly or 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 products.

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.

6. 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 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.

7. How to get Warranty Support

Products are designed and built to be reliable. However, in the unlikely event of a failure, please solely contact the Enapter Customer Support Team via the designated ticketing system.

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 this 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 Warranty is valid as of 1 January 2025 and subject to potential changes / adjustments. Please note that the version of the Warranty at the date of purchase applies.

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