



GENERAL SALES CONDITIONS

Validity

These general conditions apply to all cases unless otherwise agreed by both parties.

Prices

All prices are in Swiss francs (CHF), excluding VAT, and ex-works Sion, Switzerland.

We maintain the right to modify prices and documents without notice. Only the prices mentioned in the order confirmation are guaranteed.

Payment conditions

- 30 days net from date of invoice, for a delivery in Switzerland
- before delivery, against pro-forma invoice, for an export

As a general rule, Studer Innotec SA (hereafter Studer Innotec) maintains the right to demand a payment in advance in case of non-respect of payment duty in the past, or of any doubt about the customer's solvency.

Claim

Any claim will be taken into consideration if raised within eight days following the reception of goods. The lack of claim during this period implies acceptance of the delivery. In case of a justified claim, Studer Innotec has the choice of the means to satisfy the customer and is liable, at most, for the reimbursement of defective material. Any claim from a customer for damages or the contract termination is excluded.

Return of the goods

The goods delivered cannot be sent back to Studer Innotec unless written agreement was given, and within eight days following the date of goods reception by the customer.

Delivery times

If no specific delivery time is required, delivery will occur given production capacity at the time of order. The delivery time agreed upon is applicable unless unpredictable obstacles arise. Studer Innotec liability shall not be involved in the case of force majeure or of events independent from its will.

The delivery time runs from the date of the reception of the order confirmation. In case of delay, the customer has no right to claim for damages of any kind.

Retention of ownership

The goods delivered remain the property of Studer Innotec until full payment is received.

Dispatch and risk transfer

The risks are transferred to the buyer at the latest at ex-works delivery of the goods. The claims related to deteriorations or loss of goods during transport must be communicated by the customer itself, at goods reception, directly to the forwarder. Any product damaged during its transport must be duly declared to the forwarder and refused by the customer. The buyer undertakes to only export goods sold by Studer Innotec in accordance with the applicable national and

international laws, and to obtain the necessary licenses and authorizations.

Studer Innotec declines all responsibility and obligations that may result from non-compliance with these regulations or the failure to obtain the necessary authorizations. The buyer indemnifies Studer Innotec of any damage, cost, or liability that the latter could bear in this case.

Service and warranty

Service is provided by any distributor of Studer Innotec to its customers. The warranty is administered by Studer Innotec or by one of its Qualified Service Partners (QSP). The warranty terms are those as specified in the Studer Innotec Limited Factory Warranty (see back page) at the date of shipment from Studer Innotec.

Any action or intervention on a Studer Innotec product outside the frame mentioned above, and unless formal agreement from us, will lead to the loss of the warranty.

Exclusion of any other liability

All claims of the customer are excluded, other than the ones already mentioned, for damages for loss of orders, loss of income, production stop, loss of use, as well as any other direct or indirect loss.

Restrictions on use in the USA and Canada

Studer Innotec prohibits the use of its products in the USA and Canada for any type of application other than demonstration, product evaluation or for which the client assumes all responsibility and liability for the product and the environment in which it is installed.

Restrictions on use for life support

As a general policy, Studer Innotec prohibits the use of any of its products in life support applications where failure or malfunction of the Studer Innotec product can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness. Studer Innotec does not recommend the use of any of its products in direct patient care. Studer Innotec will not knowingly sell its products for use in such applications unless it receives written assurance, satisfactory to Studer Innotec, that the risks of injury or damage have been minimized. The customer assumes all such risks, and the liability of Studer Innotec is adequately protected under the circumstances.

Applicable law

Swiss law is exclusively applicable, and the jurisdiction is Sion, Switzerland.

Product improvement

Studer Innotec retains the right to improve its products without the obligation to adapt the ones already manufactured.

Sion, 1 August 2019



LIMITED FACTORY WARRANTY

Warranty Period

Studer Innotec SA (hereafter Studer Innotec) warrants its full range of products to be free from defects in workmanship and materials for the applicable Warranty Period:

- for the AJ, Compact, SI, VarioString, VarioTrack, Xtender, and all Studer-Swiss made accessories: 5 years starting on the earlier of (i) 6 months from shipment from Studer Innotec, and (ii) the final sale of the product.
- for all other products, including battery accessories such as the MBC, MDC, MDCI, MBI, MBR, MBW, SBM-02, etc.: 2 years starting on the earlier of (i) 6 months from shipment from Studer Innotec, and (ii) the final sale of the product.

Extended Warranty Period

For the AJ, VarioString, VarioTrack and Xtender products manufactured after 1 January 2018, an additional 5-year Extended Warranty Period (total 10-year Warranty) is granted for those products that are registered online with Studer Innotec within 90 days of their final sale. The date of product registration does not delay the start of the Warranty Period.

The Extended Warranty is subject to the following limitations:

- it does not cover defects due to failure of the following components that are subject to aging by harsh conditions: fans and capacitors.
- it does not cover the VarioString and VarioTrack products for non-solar PV applications.

Warranty eligibility

Only the original owner of the product at the place of its first installation is eligible to make a claim on the warranty. Resale or reinstallation of the product without authorization from Studer Innotec will result in loss of warranty.

Warranty coverage

During the Warranty and Extended Warranty Periods, Studer Innotec will, at its option, repair or replace the defective product free of charge. Studer Innotec shall not be liable for damages, whether direct, incidental, special, or consequential, caused by negligence or fault, even if having been advised of the probability of such damages.

Exclusions

This warranty will not apply where the product has been misused, neglected, improperly installed, or repaired by anyone other than Studer Innotec or one of its Qualified Service Partner (hereafter QSP). To qualify for the warranty, the product must not be disassembled, modified, or have suffered any physical damage internally or externally.

This warranty does not cover damages arising from improper use such as:

- Reverse of battery polarity.
- Inadequate installation of the product and/or of its accessories.
- Mechanical shock or deformation.
- Contact with liquid or oxidation by condensation.
- Use in an inappropriate environment with exposure to dust, corrosive vapour, humidity, high temperature, etc.
- Intrusion of insects, animals, or any living organism.

- Breakage or damage due to lightning or overvoltage due to any external cause.
- Damage to connection terminals and screws from misuse or incorrect tightening.
- Damage during transport.
- Force majeure.

Warranty service

Studer Innotec owns all parts removed from repaired products. Studer Innotec uses new or reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Studer Innotec or a QSP repairs or replaces a part of a product, its Warranty Period is: (i) the remaining time of the original Warranty Period or (ii) 6 months from the date of shipment from Studer Innotec or the QSP, whichever is longer.

Warranty procedure

If a product requires service, the product reseller should be contacted first. In the event the reseller cannot be contacted, or if they are not able to provide service, direct contact should be made with Studer Innotec.

If Studer or a QSP determine the product should be sent in for service, a Return Form for Service is required before the product will be accepted for service.

The warranty claimant must provide all necessary information to process the warranty claim including, when applicable, the purchase invoice, product serial number, date of installation, and Extended Warranty Certificate. The faulty product must be sent at the sender's expense back to a QSP or Studer Innotec.

CAUTION: transport and packing material must be organized in a way to avoid damage to the product.

Life Support Policy

As a general policy, Studer Innotec prohibits the use of any of its products in life support applications where failure or malfunction of the Studer Innotec product can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness. Studer Innotec does not recommend the use of any of its products in direct patient care. Studer Innotec will not knowingly sell its products for use in such applications unless it receives written assurance, satisfactory to Studer Innotec, that the risks of injury or damage have been minimised. The customer assumes all such risks, and the liability of Studer Innotec is adequately protected under these circumstances.

Applicable law

Swiss law is exclusively applicable, and the jurisdiction is Sion, Switzerland.

Severability

If a part of the terms and conditions set out above is held invalid, void, or unenforceable due to any national or international legislation, it shall not affect other parts of the remaining terms and conditions.

Sion, 1 August 2019