

BREEZE STICAN BREEZE EMS

1) Consumer Rights

- a) In the case of purchasing a product from an authorized reseller within the European Union, consumer protection laws apply. The product is covered by warranties that cannot be waived under the Consumer Law of the relevant territory.
- b) The benefits provided by this Warranty are in addition to all other rights and legal remedies regarding the Product that the User is entitled to under consumer law or other laws that cannot be waived.

2) General Warranty Terms

- a) Under this warranty for Breeze Vertical products and Breeze Connectbox (hereinafter referred to as the "Product"), Breeze Energies Sp. z o.o. provides a warranty against defects in workmanship and materials;
- b) The Product is covered by this limited warranty for a period of 5 years from the date of sale or 6 months from the date the Product is shipped from the Breeze Energies Sp. z o.o. facility, whichever occurs first;

3) Warranty Conditions

- a) This warranty is provided to the purchaser who bought the Product from Breeze Energies or an authorized Breeze Energies reseller for use on the continent where Breeze Energies made the original sale, according to the intended purpose and provided that the installation and use of the Product comply with the applicable regulations in the installation country;
- b) This warranty covers only the repair or replacement of the defective Product. Breeze Energies will repair or replace the Product if it is defective and returned within the warranty period. The repaired or replaced product will continue with the original warranty period, which has not yet expired. In both cases, this does not justify an extension of the warranty period;
- c) This warranty applies to the Product when used, installed, and maintained in accordance with the Product documentation;

- d) The purchaser has the option to transfer the warranty to any beneficiary, in which case the warranty remains valid for the remaining period under the terms of the limited warranty, provided that the Product is not moved from its original installation location or disassembled and then reinstalled after the initial installation;
- e) Any work related to the relocation of the Product from its original installation site must be preceded by obtaining written consent from the manufacturer. Failure to obtain written consent from the manufacturer before performing the relocation will result in the immediate loss of warranty;
- f) The Product must be installed in enclosed spaces.

4) Warranty Exclusions

To the extent permitted by law, Breeze Energies Sp. z o.o. excludes all liability for the Product to the extent that any damage or defects were caused by the following reasons or contributed to them:

- a) Inverter or battery failure;
- b) Mechanical damage caused by installation or use not in accordance with the Product's user manual;
- c) Exceeding the electrical operating parameters of the Product as specified in the Product's datasheet;
- d) Incorrect electrical connection of the Product;
- e) Improper, careless, or otherwise inappropriate handling or use of the Product, or use not in accordance with the Product's user manual;
- f) Transport, including but not limited to dropping, stepping on, deforming, or striking;
- g) Storage, installation, commissioning, modifications, or repairs of the Product carried out in a manner inconsistent with the Product's user manual;
- h) Any modifications or attempts to extend or shorten the Product's lifespan;
- i) Removal or damage to warranty seals;
- j) Removal and reinstallation at a location other than the original installation site without written confirmation from Breeze Energies;
- k) Water, conductive dust, or corrosive gases;
- Connection of the Product with different types of battery modules or a non-Breeze Energies battery;
- m) Installation or maintenance of the Product inconsistent with the Product's user manual
- n) Normal wear and tear, superficial damage, dents, or marks that do not affect the operation of the Product:
- o) Theft or vandalism committed against the Product or any of its components;

5) Transportation Costs

In the event that the product needs to be sent to the service center under warranty, the customer is responsible for the transportation costs. If the defect is determined to be covered by the warranty, the manufacturer commits to reimbursing the transportation costs.

6) Dispute Resolution

In the event of a dispute regarding the warranty, the parties agree to attempt to resolve it through negotiations. If no agreement is reached, the disputes will be settled in accordance with the applicable law in the jurisdiction of the manufacturer.

7) Final Provisions

If any provision of this document is unenforceable, illegal, or invalid, it will render the document or any part of it unenforceable, illegal, or invalid. In such a case, the provision will be removed, and the remainder of the document will remain in effect..

If any provision of this document is unenforceable, illegal, or invalid in one jurisdiction but not in another, it will render the document or any part of it unenforceable, illegal, or invalid in the jurisdiction where it is unenforceable, illegal, or invalid, but not in the other jurisdiction. In such a case, the provision will be removed only in the jurisdiction where it is unenforceable, illegal, or invalid.