

# STANDARD TERMS AND CONDITIONS OF SALE

## XOLTA A/S

Version 1.0 - Last updated December 2021



### PART I - STANDARD TERMS AND CONDITIONS

#### 1. Scope and applicability

XOLTA hereby agrees to sell and deliver, and Purchaser hereby agrees to purchase and take delivery of, the Products listed in Schedule 1 (Quotation) to the Agreement subject to the terms and conditions of this Schedule 2 (Standard Terms and Conditions of Sale).

This Agreement, including Schedule 1 (Quotation) and this Schedule 2 (Standard Terms and Conditions of Sale), constitutes the entire agreement concerning the sale of Products, unless the parties have agreed otherwise in writing.

This Schedule 2 (Standard terms and Conditions for Sale) is structured into 2 parts which shall be read and understood as one integrated document:

- PART I (Standard Terms and Conditions) sets out the overall legal terms and conditions
- PART II (Terms and Conditions for XOLTA Product and Performance Warranty) sets of the terms and conditions for XOLTA's warranties under this Agreement; and

The Purchaser agrees that this Schedule 2 (Standard Terms and Conditions for Sale) supersede any other terms and conditions referred to, offered, or relied on by the Parties, including any standard terms provided by Purchaser.

#### 2. Product Fee and payment terms

The purchase price, and the associated payment plan, payable by Purchaser to XOLTA for the purchase of the Products ("**Product Fee**"), is set out in Schedule 1 (Quotation). All prices are exclusive of VAT and other applicable taxes which shall be paid by Purchaser. The prices quoted does not include packaging.

If no purchase price is stated in Schedule 1 (Quotation), XOLTA's standard prices in force at the time of delivery of the Products shall apply to the purchase. XOLTA is, however, entitled to adjust the purchase price if XOLTA's total costs for the manufacture of the Products has increased compared to its disclosed standard prices by circumstances beyond XOLTA's control, such as increases in prices on raw material, electricity, taxes etc.

If not otherwise set out in Schedule 1 (Quotation), the Product Fee shall be made in advance to XOLTA, or XOLTA's representative. Alternatively, by way of issuing a bank guarantee to XOLTA on terms and conditions satisfactory to XOLTA.

In the event that a withholding tax is paid or payable in relation to the Product Fee, Purchaser shall bear, be responsible for and pay the amount of any such tax, unless XOLTA is fully compensated for such withholding tax in the country in which XOLTA is tax resident.

In no circumstances shall Purchaser be allowed to withhold any payment as security for possible claims by Purchaser against XOLTA.

Late payments will incur interest at a rate according to the Danish Interest Act (in Danish: *Morarente*).

#### 3. Retention of title to the Products

The Products shall remain the sole property of XOLTA until payment of the whole Product Fee stated in Schedule 1 (Quotation) and any costs incurred by XOLTA for e.g. delivery, shipment and insurance of the Products have been paid by Purchaser in full either to XOLTA or to XOLTA's authorized representative. The same shall apply to IOU's drawn on Purchaser's account until these same IOU's are honored. Until payment has been made in full, Purchaser shall not be entitled to sell the Products to a third party or otherwise dispose of them in a manner which contravene XOLTA's retention of title.

In the case of conversion or processing of the Products which does not cause it to lose its characteristics or identity, the retention of title shall persist in such a way that it also covers the converted or processed product at the value it had before conversion or processing.

Once Purchaser has paid or provided the agreed security for all moneys due, and the title to the Products has passed to Purchaser, XOLTA shall confirm this assignment of title at the Purchaser's request.

#### 4. Intellectual Property Rights

Nothing in this Agreement, including the license rights granted in section 5 and section 6, shall constitute a transfer of title or ownership to any intellectual property rights from XOLTA to Purchaser whatsoever.

The name XOLTA and whatever trade names and trademarks XOLTA may use are property of XOLTA and shall so remain if the agreement is terminated. Purchaser cannot register or use such names or trademarks in Purchaser's own name or in the name of any third party without a prior written approval from XOLTA.

Purchaser acknowledges and agrees that all intellectual property rights in any work or tangible item arising from or created, produced or developed by XOLTA under or in the course of this Agreement, including without limitations all right title and interest in and to software, firmware programming routines and all documents, data drawings, specifications, articles sketches, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of XOLTA and Purchaser shall acquire no right title or interest in or to the same.

#### 5. License right to Embedded Software

Purchaser acknowledges that XOLTA or third-party proprietary software is embedded within and form an integral part of the Products ("**Embedded Software**"). XOLTA grants Purchaser a non-exclusive, non-sublicensable, non-transferable license right to use the Embedded Software as and only to the extent necessary for Purchaser to utilise the intended benefit of the Products. Purchaser may under no circumstances make any additions, changes or modifications to the Embedded Software and must

not decompile or otherwise reverse engineer the Embedded Software. This license right shall cease to exist when the Products reach end of life.

#### 6. Use of XOLTA Web Platform

XOLTA grants Purchaser a time limited, non-transferable, non-sublicensable and non-exclusive right to use the XOLTA web platform ("Web Platform") subject to: i) the terms and conditions set out in this Agreement, and ii) Purchaser's payment of all applicable fees under the Agreement. The access to the Web Platform will be delivered via URL link as further set out in Schedule 1 (Quotation).

XOLTA may develop new modules or products which may be separately marketed and priced, and which are not included in this Agreement and do not form part of the Products and use of the Web Platform. XOLTA can in its discretion decide to include and offer them as a separate service and subject to a service fee in Schedule 1 (Quotation).

Purchaser may only use the Web Platform to obtain the full and intended benefit of the Products. Purchaser shall not in any way make available the Web Platform in whole or in part, or otherwise allow a third party to use or take advantage of the Web Platform or any part thereof. All rights not specifically granted hereunder are expressly reserved.

Purchaser shall not directly or indirectly reverse engineer, decompile or disassemble the Web Platform's software. If Purchaser or any employee on behalf of the Purchaser requires information in order to create interoperability with other software, Purchaser shall request the relevant information from XOLTA

#### 7. Availability of the Web Platform

XOLTA makes the Web Platform accessible 24/7/365 via a broadband Internet connection to a hosting environment. Once the Product is installed, the Web Platform will be accessible, even if: i) access to the Web Platform is cut off, impaired or illegal due to deficiencies in or in relation to third party infrastructure, ii) access to the Web Platform is cut off due to disruption of electricity or other resource supply, provided that the disruption is caused by events outside of our control or iii) access to the Web Platform is cut off due to a disruption in the Internet.

XOLTA is entitled to temporarily cut off access to the Web Platform to carry out such maintenance activities. XOLTA conducts continuous online monitoring of the Products performance in relation to the battery state of health (SoH).

Purchaser understands and accept that the access to the Web Platform is provided with extensive use of third-party infrastructure and that XOLTA uses third party infrastructure for all aspects of the use of the Web Platform. Where the use of the Web Platform includes software from a third party or third part infrastructure, the right of use will at any time be subject to the terms applicable for such third-party software or third-party infrastructure.

#### 8. Delivery, inspection and returns

Unless otherwise set out in Schedule 1 (Quotation) regarding delivery and installation, the Products will be delivered by XOLTA EXW at XOLTA's warehouse at the expected delivery date set out in Schedule 1 (Quotation). XOLTA shall to the extent reasonably possible observe the expected delivery date.

Purchaser acknowledges that the delivery date(s) specified in Schedule 1 (Quotation) are expected dates only and that deviations from this date might occur. As such, XOLTA may in its discretion postpone any delivery date set out in Schedule 1 (Quotation) by giving Purchaser a prior written notice hereof.

Unless otherwise set out in Schedule 1 (Quotation), all transportation of Products from XOLTA to Purchaser shall be effected at the Purchaser's own expense and at his sole risk. If so requested by Purchaser in Schedule 1 (Quotation), transportation, installation and insurance cover can be provided by XOLTA. All costs and expenses incurred by XOLTA will be included in the purchase price. XOLTA may use a sub-contractor to perform the installation of the Products at Purchaser's premises.

XOLTA shall not be liable for any losses suffered by Purchaser due to any delay with delivering the Products, except where such delay is caused by gross negligence or willful misconduct by XOLTA. Any delay in the delivery of the Products shall not entitle Purchaser to cancel the delivery.

Provided that the delivery is delayed due to force majeure or due to a hindrance caused by Purchaser, the time of delivery should be postponed by an equal number of working days as the number of working days where the hindrance last.

Once Purchaser has received the Products, the Purchaser is obliged to inspect each shipment received. Purchaser shall immediately and not later than 10 working days of receipt of the Products notify and describe to XOLTA any defects identified on the Products delivered. The Purchaser cannot at any later point in time bring a claim of defect against XOLTA if that defect could have been found at such an inspection.

The Purchaser shall not be entitled to return the Products it has taken delivery of unless the Parties have mutually agreed otherwise. In all cases where Products are returned to XOLTA, it is a condition that they are returned in the original packaging and are shipped for the Purchaser's account and risk.

#### 9. Obligations of Purchaser

Purchaser is responsible for providing the Products with a cabled LAN internet connection of min. 512 kbit/s as well as a Dynamic IP address from DHCP service. Purchaser is further responsible for always ensuring that the Products are online. In case of direct or indirect data exchange between XOLTA and Purchaser's IT installations, each of the parties are responsible for having in place sufficient IT installation against possible virus attacks, unauthorized access or encroachment.

Any costs related to Purchaser's obligations, including the non-fulfilment hereof, shall be borne solely by Purchaser and Purchaser shall cover any additional costs incurred by XOLTA in this regard.

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### 10. Limitation of Liability

XOLTA's total and aggregate liability, whether based on tort, contract or any other legal basis, arising from or related to the Products and use of the Web Platform is limited to the purchase price stated in Schedule 1 (Quotation).

Neither XOLTA nor any of its employees or agents shall in any case be liable for any special, incidental, consequential, indirect or punitive damages even if advised of the possibility of those damages, including but not limited to: i) loss of actual or anticipated profit, revenue or business, ii) unrealized savings, iii) loss of use of software, iv) damage or corruption to or loss of data or programs and any consequences of not having access to data and programs, v) the cost of recreating lost data, vi) the cost of any substitute equipment, vii) loss of goodwill and viii) loss or damage of business interruptions..

However, the above-mentioned limitations do not apply to the defaulting party if the default is due to gross negligence or willful misconduct

Regardless of the above, XOLTA shall in no circumstance be liable for any damages caused by the Products or any damages caused by the use of the Products or the Web Platform, if Purchaser fails to implement a software or hardware upgrade recommended by XOLTA.

### 11. Product Liability

If the Products supplied by XOLTA cause injury or damage to Purchaser or his belongings, or a third party or his belongings, XOLTA shall compensate Purchaser for his loss subject to the limitations specified in this Section 11.

Notwithstanding the above paragraph of this Section 11, XOLTA cannot be held liable for damage caused to objects or property intended for commercial use, nor can XOLTA under any circumstances be held liable for any consequential loss, loss of profits or other indirect loss, as set out in para 2 of Section 10 (Limitation of Liability) above, suffered by Purchaser, or for punitive damages, as a result of the Product being defective.

If Purchaser has contributed to the damage through negligence or has failed to take reasonable precautions to limit the scope of damage, XOLTA may, however, demand that Purchaser pays a proportion of the compensation which is commensurate with his conduct. XOLTA shall in no event be liable for any injury or damages which may be attributed to incorrect or unusual use of the Products or Web Platform by Purchaser or any person for which Purchaser is responsible.

To the extent that XOLTA might incur product liability towards any third party, Purchaser shall indemnify XOLTA as far as XOLTA's liability has been limited by the three preceding sub-paragraphs above.

In the event of legal action being taken by a third party against XOLTA or Purchaser with a claim for compensation based on the rules governing product liability, regardless of the venue/jurisdiction for such action, the internal relationship between XOLTA and Purchaser shall be settled exclusively pursuant to Clause 21 (Jurisdiction and Law) below.

If a claim for damage, as described in this clause, is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof. XOLTA and Purchaser shall be mutually obliged to let themselves be summoned to the court examining claims for damages lodged against one of them on the basis of damage allegedly caused by the goods.

### 12. Product Safety

The Products delivered and/or sold by XOLTA comply with internationally recognized Safety Standards, normally IEC Standards, or National Standards as stated in the associated Product documentation. Purchaser shall use the Products in accordance with the information and warnings given in the instruction manual and data sheets supplied to Purchaser by XOLTA. XOLTA does not assume any liability whatsoever for use of the Products in violation of the supplied documentation.

### 13. Transfer of obligation to dispose of batteries, cf. § 9(v)(6) of the Danish Environmental Protection Act.

By entering into this Agreement, XOLTA transfers to Purchaser, and Purchaser accepts to take over, the statutory responsibility of XOLTA as the producer of industrial batteries to take-back and properly dispose of the industrial batteries specifically listed in the Purchase Agreement according to the statutory requirements of the Danish Environmental Protection Act as in place from time to time, cf. § 9(v)(6) of the Danish Environmental Protection Act.

Purchaser explicitly agrees to take over this responsibility at its own expense and accepts that it is not in any way entitled to bring any claim whatsoever against XOLTA for damages, losses or reimbursement of expenses or costs associated with the proper and lawful disposal of the industrial batteries specifically listed in the Purchase Agreement.

### 14. Force Majeure

XOLTA shall not be liable for failure or delay in performance of its responsibilities hereunder when such failure or delay is caused by wars, riots, uprisings, general strikes or labor disturbances, fire, flooding, natural disasters, monetary restrictions, trade embargos, transportation delays, interruption or breakdown in energy supplies, shortage of transport, general shortage of materials, restrictions in the use of power and defects, longer periods of disease with key employees, Industrial disputes, force majeure with the subcontractors or any other cause whether or not similar to those specified herein beyond the reasonable control of XOLTA.

### 15. Insolvency of the Purchaser

If (i) Purchaser suspends its payment (in Danish "*betalingsstandsning*"), makes any compensation or arrangement with its creditors (in Danish "*tvangs- eller frivillig akkord*"), enters into bankruptcy proceedings (in Danish "*konkurs*") or undergoes any analogous act or proceeding under applicable foreign law, then without prejudice to

any other right or remedy available to XOLTA, XOLTA may treat any agreement or order made as repudiated and/or withhold any further supply of products without any liability towards Purchaser.

### 16. Confidentiality

Purchaser must hold in strict confidence and must not disclose any information related to XOLTA (and its affiliates), the Products or the Web Platform which is disclosed to Purchaser by or on behalf of XOLTA or which is otherwise acquired by Purchaser directly or indirectly from XOLTA or which otherwise comes to the knowledge of Purchaser, whether the information is in oral, visual or written form or is recorded in any other medium ("**Confidential Information**") to any person, except where Purchaser has received the prior written consent of XOLTA. The Purchaser shall use the same degree of care and supply equivalent measures to the Confidential Information disclosed to it by XOLTA as it would use or apply with respect to its own Confidential Information.

The provisions of the foregoing paragraphs do not apply to the following Confidential Information: i) information after it becomes generally available to the public other than because of a breach of this Agreement; ii) the disclosure of information in order to comply with any applicable law or legally binding order of any court, Governmental Agency, or administrative or judicial body; or iii) the use or disclosure of information after Purchaser has received or receives it from a third person legally entitled to possess the information and provide it to Purchaser, if the use or disclosure accords with the rights or permission lawfully granted to Purchaser by that third person.

Discussions of the a Party's products, services, policies and personnel with third parties shall be restricted to information commonly available to the general public in form of printed literature, or which is made available to the other by the disclosing party in written or oral connect, which consent shall indicate the restrictions to be made on subsequent disclosure(s), if any. Proprietary information of a Party shall only be disclosed to persons within the other Party having a specific need to attain access to such information for the purpose of the agreement between XOLTA and Purchaser.

### 17. Purchaser data

Purchaser data stored via the use of the Web Platform is the property of Purchaser. Upon request, Purchaser is entitled to: i) receive a copy of the data in a readable standard industry format defined by XOLTA or ii) delete the Purchaser's data.

XOLTA shall protect any Purchaser data, including personal data and any data confidential in nature in accordance with section 18 of PART 1 of this Schedule 2 (Standard Terms and Conditions of Sale).

XOLTA may use Purchaser data for the purposes of improving the Products or other of XOLTA's offerings, including to perform benchmarking, provided any personal data part of the Purchaser's data is anonymized.

### 18. Personal Data

To the extent (if any) that either party receives or provides personal data as this term is defined by GDPR in the course of the use of the Web Platform, the parties agree that they will comply with the data privacy laws applicable to its provision or receipt of such personal data. The party providing such personal data is responsible for providing, obtaining and maintaining any notices, consents or approvals necessary to make such information available to the other party.

The parties agree that no processing of personal data shall be initiated by this Agreement. Neither party shall be considered a data processor in respect of personal data held by the other party and no party may instruct the other party how or to what end said other party shall process its personal data. Should this change, the parties agree to enter into necessary data processing agreements as mandated by applicable data protection laws.

Purchaser represents and warrants to XOLTA that all personal data introduced by Purchaser from time to time was or will be (as appropriate) collected and processed by or on behalf of Purchaser in accordance with the requirements of the data protection laws, and that Purchaser will not be in breach of the data protection laws in providing any information to XOLTA.

Purchaser shall indemnify and hold XOLTA harmless against any loss, damage, or expense (including reasonable legal costs) which XOLTA incurs or becomes liable for as a result of a breach by Purchaser of the warranty set forth above.

XOLTA's privacy policy may be accessed at [www.xolta.com](http://www.xolta.com)

### 19. Severability

If any provisions in this Schedule 2 (Standard Terms and Conditions of Sale) to any extent, be invalid or unenforceable, the remainder of the provisions in this Schedule 2 (Standard Terms and Conditions of Sale) shall not be affected thereby and each other provision of Schedule 2 (Standard Terms and Conditions of Sale) shall be enforced to the fullest extent permitted by law.

### 20. Assignment

XOLTA reserves the right to transfer its rights and obligations under this Agreement to another party, provided that: i) such party is controlling, controlled by, or under common control with XOLTA; or ii) transfer is made to a third party in connection with a bona fide transfer of all or a separate part of XOLTA's business.

Purchaser shall not be entitled to assign any rights or obligations under this Agreement.

### 21. Jurisdiction and Law Applicable

The validity, interpretation, construction and performance of the Agreement shall be governed by the laws of Denmark, with the exclusion of the Convention on Contracts for the International Sale of Goods (CISG).

Any disputes, controversies or disagreements arising out or in connection with these Standard Terms and Conditions, including any question regarding the understanding

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of or the extent or scope of these Standard Terms and Conditions, which cannot be settled amicably between the parties shall be settled by the Court of Hillerød.

### 22. Export Control

In recognition of U.S. and local (in particular Danish) export control laws, Purchaser hereby agrees that any export license or other documentation will be obtained prior to exportation of any product or technical data acquired by the Purchaser from XOLTA. Accordingly Purchaser shall not sell, export, re-export, transfer, divert or otherwise not to dispose of any such product or technical data directly or indirectly to any person or firm or country, or countries, in violation of the laws or regulations of the United States or local laws (in particular Danish laws). Furthermore, Purchaser agrees to notify any person obtaining such products or technical data from XOLTA of the need to comply with such laws and regulations. Purchaser agrees to, at its own expense, secure such licenses and export and import documents as are necessary to buy and resell the products. In case an export license is refused, Purchaser shall not be entitled to return products or technical data or ask for compensation.

## PART II - TERMS AND CONDITIONS FOR XOLTA PRODUCT AND PERFORMANCE WARRANTY

### 23. Covered Products

This XOLTA Product and Performance Warranty ("**Warranty**") applies to the XOLTA originally manufactured industrial batteries included in the Products, cf. Schedule 1 (Quotation) that have been verifiably bought as a new device from XOLTA and installed at the Purchaser's premises by a professional installer designated by XOLTA.

### 24. Product warranty

XOLTA provides Purchaser with a product warranty for the Covered Products ("**Product Warranty**") for the warranty period set out in Schedule 1 (Quotation). The Product Warranty shall apply from the date of delivery of the Products as set out in Schedule 1 (Quotation). XOLTA may in its discretion provide Purchaser with an extended warranty period against payment of a fee as set out in Schedule 1 (Quotation). During the warranty period for this Product Warranty, XOLTA warrants that the Covered Products are free from material and manufacturing defects which significantly impair the functionality of the Product.

Any capacity deficiencies of the Covered Product shall be solely assessed under the Performance Warranty, cf. section 25 below, and do not constitute a Warranty Claim under this Product Warranty.

### 25. Performance warranty

XOLTA provides Purchaser with a performance warranty for the Covered Products ("**Performance Warranty**") for the warranty period set out in Schedule 1 (Quotation). The Performance Warranty shall apply from the date of delivery of the Products as set out in Schedule 1 (Quotation).

During the warranty period for this Performance Warranty, XOLTA warrants that the capacity of the battery cells of the Covered Product when operating under the permitted conditions set out in the applicable data sheets will be at least seventy (70) percent of the useable capacity stated in the associated data sheets or manuals for the Covered Products until the earliest of either: i) the end of the Performance Warranty period, or ii) the Covered Product reaches the maximum number of charge cycles as set out in Schedule 1 (Quotation). As soon as the earliest of these conditions have been met, this performance warranty shall immediately cease to apply.

### 26. Disclaimer of further warranties

EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN SECTION 22 AND 23 ABOVE, THE PRODUCTS AND THE WEB PLATFORM ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, XOLTA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, AND GUARANTEES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT

### 27. Warranty Claim process

XOLTA must be notified immediately in writing if Purchaser wishes to assert a claim for breach of this Warranty ("**Warranty Claim**"). The notification must contain: i) the serial number(s) of the Covered Product(s), ii) a copy of the order confirmation, and iii) a detailed description of the basis of the Warranty Claim.

In case of a performance Warranty Claim, XOLTA, or a competent third party designated by XOLTA, shall test the Covered Product according to its standard methodology (using 0.2 C and 25°C) in order to determine the merits of the Warranty Claim. If such test does not document that a Warranty Claim exists or it is determined that the Warranty Claim is excluded, cf. section 29 below, Purchaser shall reimburse XOLTA for all costs and expenses incurred as part of this testing.

### 28. XOLTA's right to remedy

Purchaser's sole and exclusive remedy in case of a documented breach of this Agreement by XOLTA, including for a documented Warranty Claim whether under the Product Warranty or the Performance Warranty, shall be, at XOLTA's option, to either repair the Covered Product at a Purchaser's location or a facility of XOLTA's choice, replace the defective Covered Product with a functionally equivalent replacement product, or refund of the amount paid for the Covered Product. Purchaser is not entitled to assert any other remedy.

If the remedy fails, XOLTA is entitled to provide the same or another form of remedy repeatedly, at its discretion. With the installation of the replacement product or the replacement component, the Covered Product or the original component becomes the property of XOLTA.

If XOLTA performs a successful repair or remedy of the warranty breach, the respective warranty period shall remain unaffected. No new warranty will apply, and the warranty period stated in Schedule 1 (Quotation) - Terms and Conditions for XOLTA Product and Performance Warranty shall not be extended.

### 29. Exclusions of Warranty

Claims under this Warranty are excluded when:

The Warranty Claim has not been notified to XOLTA according to the process set out in section 27 above,

- The respective warranty periods have ended, cf. section 24 and 25 above,
- The Warranty Claim has not been notified to XOLTA within six months after Purchaser has or should have gained knowledge of Warranty Claim,
- The person entitled to the Warranty Claim refuses XOLTA or its representative access to proper testing of the Covered Product, or
- The serial number on the Covered Product can no longer be identified or has been modified.

Further, this Warranty does not apply to Covered Products that have been impaired, damaged or destroyed due to one or more of the following circumstances:

- Purchaser has not fulfilled its obligations as set out in section 9;
- The Covered Products are not continuously connected to the internet via LAN cable whereby XOLTA cannot monitor the performance of the Covered Products;
- the Covered Product has not been stored, transported, set up or installed in an appropriate and professional manner, in accordance with technical standards and regulations, in accordance with the respective installation manual of the Covered Products or in accordance with instructions of XOLTA;
- The Covered Product has been operated contrary to their intended use or contrary to the instructions in the respective installation manual for the Covered Product;
- The Covered Products were constantly out of service due to Purchaser for a period of more than two months after the initial installation.
- The Covered Product has not been serviced properly and professionally or according to technical standards or the maintenance instructions of Covered Product
- The Covered Product has been exposed, even temporarily, to vibrations that not only insignificantly exceed the usual extent of vibrations caused by transport and installation.
- The Covered Product has been improperly altered or otherwise tampered with by the person entitled to the Warranty or third parties.
- An overvoltage has occurred in the power grid to which the Covered Products are connected.
- The Covered Product have been exposed to force majeure (in particular lightning, fire, earthquakes, natural disasters) or harmful environmental conditions such as air pollution, salt water or sulphur corrosion.