

DSM Energy Control Limited: product warranty

The *solarcache* product is protected for three years against defects in material and workmanship, subject to the provisions described below. If this product fails to perform as described within the warranted period, it will be repaired or replaced with the same or functionally equivalent product by DSM Energy Control Limited, at its discretion, free of charge provided you: (1) return the failed product to DSM Energy Control Limited, properly packaged against damage in transit, with shipping charge prepaid, and (2) provide DSM Energy Control Limited with proof of the original date of purchase. Returned or replacement products will be returned to you with shipping charges prepaid by DSM Energy Control Ltd.

Replacement products may be refurbished or contain refurbished materials. If DSM Energy Control Limited, at its sole determination, is unable to repair or replace the defective product, it will refund the depreciated purchase price of the product.

The warranty does not apply if, in the judgement of DSM Energy Control Limited, the product has failed because of damage during shipment, handling, storage, accident, abuse, misuse, or if it has been used or maintained in a manner not conforming to product manual instructions, has been modified in any way, or has had any serial number removed or defaced. Repair by anyone other than DSM Energy Control Limited or an approved agent will void this warranty. The maximum liability of DSM Energy Control Limited under this warranty is limited to the purchase price of the product covered by the warranty.

The end customer or the reseller from whom the end customer originally purchased the product, must obtain a return authorisation number from DSM Energy Control Limited, before returning the defective product.

All defective products should be returned to DSM Energy Control Limited with shipping charges prepaid. DSM Energy Control Limited will not accept collect shipments.

Except as specifically provided in this agreement or as required by law, the warranties and remedies stated above are exclusive and in lieu of all others, oral or written, express or implied. Any and all other warranties, including implied warranties or merchantability, fitness for a particular purpose and non infringement of third party rights, are expressly excluded. DSM Energy Control Limited shall not under any circumstances be liable to any person for any special, incident, indirect or consequential damages, including without limitation, damages resulting from use or malfunction of the products, loss of profits or revenues or costs of replacement goods, even when DSM Energy Control Limited is informed in advanced of the possibility of a claim for such damages.