

Warranty Policy

In this Warranty Policy: "**Company**" means Envita GmbH, Bahnhofstraße 26, 36110 Schlitz, Germany; "**Customer**" means the business customer that has purchased the Products from the Company or from an Authorised Envita Reseller; "User Guides" means the installation and user documentation for the Products available at envita.ch/support; "Data Services" means the Company's cloud-hosted energy-monitoring software and related digital services; and "Qualifying Subscription" means an active, paid subscription to the Envita API covering the relevant sensor, or to any other per-sensor Data Service that the Company designates in writing as qualifying.

Scope of the Warranty

The Company warrants that the Products are free from defects in material and workmanship under normal use, provided they are installed, operated and maintained in accordance with the User Guides.

The warranty period is twenty-four (24) months from delivery of the Product to the Customer (the "**Warranty Period**"). For Products purchased from an Authorised Envita Reseller, the Warranty Period ends at the latest thirty (30) months after the Company's original delivery of the Product to that reseller.

This Warranty Policy applies only in favour of the Customer and is not transferable.

Warranty Claims (RMA Procedure)

The Customer reports a suspected defect without undue delay after discovery to the Authorised Envita Reseller from which it purchased the Product (or, where the Product was purchased directly from the Company or where that reseller is no longer an Authorised Envita Reseller, to the Company). The Reseller verifies the report and opens a support ticket at envita.ch/support on the Customer's behalf, attaching the completed RMA form, which the Company provides to the Reseller on request. If a Customer contacts the Company directly, the Company will refer the report to the responsible Reseller and inform the Customer accordingly.

The Company confirms whether the reported defect is covered. If it is, the Company issues an RMA number and shipping instructions; the Customer sends the affected Product, together with a copy of the RMA form, to the address stated in the instructions, at the Customer's cost.

The Company examines returned Products and, in the case of a covered defect, will at its choice repair the Product or replace it with a product of at least equivalent function. Replacement products or parts may be new or refurbished to an as-new standard. Return shipment to the Customer is at the Company's cost.

If the examination shows that a returned Product is not defective, or that the defect is not covered, the Company will inform the Customer of the reasons and may charge its reasonable costs of examination and return shipment.

Repaired and replaced Products are covered for the remainder of the original Warranty Period.

Exclusions

The warranty does not cover defects or damage resulting from:

- (a) installation, operation or maintenance contrary to the User Guides, or installation by persons without the required electrical qualification;
- (b) modification, opening or repair of the Product by anyone other than the Company or a person authorised by it;

- (c) external causes, including power surges, lightning, fire, water, chemical influences, pest damage, accidents or acts of third parties;
- (d) use of the Product together with hardware, software or accessories not approved by the Company;
- (e) normal wear and tear, or purely cosmetic impairments that do not affect function;
- (f) transport, where the Customer or the Reseller arranged the transport; or
- (g) Products provided for beta testing, trial or demonstration purposes.

The warranty further does not cover sensor calibration, the costs of removing or reinstalling Products at the Customer's site, or the performance of the software and Data Services, which is governed by the Service Terms.

Remedies and Limits

Repair or replacement under this Warranty Policy is the Customer's exclusive remedy under the warranty, and the Company's liability under this Warranty Policy is limited to the price paid for the affected Product. Statutory rights that cannot be excluded or limited by agreement remain unaffected.

The Company may withhold performance under this Warranty Policy for as long as the Customer is in default with payment for the affected Products.

The Company may update this Warranty Policy from time to time; the version in force at the time of purchase of the affected Product applies to that Product.

Extended Warranty for Paid Subscriptions

For sensors (currently Hype 60, Hype 225 and Hype X) that have been activated in the Envita software and covered by a Qualifying Subscription within sixty (60) days of delivery of the sensor to the Customer, the Company extends the Warranty Period under "Scope of the Warranty": for as long as such subscription cover continues, and up to a maximum of ten (10) years from that activation, the Company will replace a sensor with a covered defect in accordance with the RMA Procedure above. Sensors activated later than sixty (60) days after delivery are not eligible for the extended warranty; the standard Warranty Period remains unaffected.

The extended warranty applies only while the Qualifying Subscription for the sensor is active and paid. It lapses for the affected sensor if that subscription ends or payments are more than thirty (30) days in arrears, and it does not revive if a subscription is later resumed.

Replacement is made with new or as-new sensors of at least equivalent function, which may be a successor model. The extended warranty covers defects in material and workmanship only; the Exclusions above apply. Replacement of the sensor is the Customer's sole and exclusive remedy under this extended warranty; "Remedies and Limits" applies accordingly.

A replacement sensor assumes the warranty position of the sensor it replaces: the ten (10) year maximum continues to run from the activation of the original sensor and is not restarted by the replacement.