

AKASOL 10 Year Warranty

The neoQube, neoRack and neoSystem stationary batteries are subject of careful inspections and stringent quality assurance. This enables AKASOL GmbH to grant its initial end customers (hereinafter referred to as "Purchaser" or "Purchasers") a 10-Year warranty in accordance with the following provisions:

1. The Purchaser shall be an entrepreneur, a corporate body under public law or a special fund under public law as provided for in Section 310 I, 1 of the German Civil Code (BGB).
2. The period of warranty granted to a Purchaser for a stationary battery shall amount to 10 years, starting with the date of product installation by a corresponding specialist dealer and registration of the Purchaser on www.akasol.com, if the registration is made within three months after the product installation.
3. Such warranty shall cover any defect in material or processing. If a material or processing defect is proven to exist, the Purchaser shall have a warranty claim in accordance with provisions as indicated below.
4. If a legitimate event making warranty operative is found to exist, AKASOL GmbH shall honour its warranty obligations by, at its own option, either providing repair free of charge or replacement by a faultless product; within the scope of any such replacement, AKASOL GmbH shall also be entitled to provide a follow-up model. Any other claim of the Purchaser, including but not limited to compensation in damages or rescission of contract shall be excluded from the present warranty.
5. No other right of the Purchaser vis-à-vis AKASOL GmbH, whether existing in law and/or agreement, shall be restricted by the present warranty.
6. No warranty claim shall exist unless made in a written form during the period of warranty while, at the same time, presenting or sending in the Product together with a copy of the bill of delivery and of the corresponding invoice to AKASOL GmbH or to any customer service point authorised by AKASOL GmbH.
7. In the event of any resale of the product by the Purchaser to any third party during the period of warranty, the 10-Year Warranty granted pursuant to Section 2 hereof may be assigned by the Purchaser to such third party if and where such warranty is still existing
8. The present warranty does not provide for any claim on the part of the Purchaser in any of the following events:
 - As soon as the product has been opened or damaged by the Purchaser or by any unauthorised third party;

- Force majeure (lightning stroke, flood, fire, etc.);
- Operation using any inverter system not approved or not authorised;
- Improper installation.
- Any part of a product which is subject to wear caused by normal usage or other natural wear and tear as well as any damage attributable to any such sign of wear.
- Any product defect caused, in particular, by any failure to observe instructions for operation and maintenance in a user manual, and any use other than as intended or under any extraordinary and unusual environmental condition or overload.
- Any product defect where caused by the use of any spare part or accessory which is not an original part of AKASOL GmbH.
- Any product defect due to any alteration or intervention by any dealer, workshop or third party not authorised by AKASOL GmbH.

9. Any claim under the present warranty shall be subject to the condition that the Purchaser has contacted the local customer service in charge of the Purchaser and has given the customer service an opportunity to perform a defect analysis within a period of 30 days before sending in the Product.

10. The performance of any warranty service shall not lead to the restart of any period of warranty.

11. If a warranty claim has been raised but an inspection of the product shows that there was no defect, or that there is no claim to warranty for any of the afore-mentioned reasons, AKASOL GmbH shall be entitled to charge a service fee amounting to € 500 unless the Purchaser provides evidence to the effect that the Purchaser has been unable to detect the non-existence of such warranty claim under the given circumstances.

12. The territorial applicability of the warranty granted by AKASOL GmbH shall cover the European Union with all 28 member states, Norway, the Swiss Confederation and the Commonwealth of Australia and New Zealand.

13. The exclusive place of jurisdiction applicable to any dispute arising from the present warranty shall be the registered office of AKASOL GmbH.

14. This warranty shall be subject to the laws of the Federal Republic of Germany, excluding the UN Sales Convention.

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