

LIMITED WARRANTY TERMS

SAT CONTROL d.o.o.
Poženik 10
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SLOVENIA - EU

LIMITED WARRANTY TERMS

The limited warranty terms only cover faults or malfunctions resulting from hidden mistakes in workmanship and materials of products.

- SAT CONTROL is the warrantor to the original purchaser only.
- The warranty period is 2 years from the date of purchasing a product.
- Warranty is only valid if the buyer handles the product with due care.

SAT CONTROL warranty protects against material or manufacturing defects according to the terms and conditions as stated in the following:

1. General terms and conditions

The benefits given to you in SAT CONTROL warranty are in addition to other rights and remedies you have under law in relation to the products to which SAT CONTROL's warranty relates. SAT CONTROL products come with guarantees that cannot be excluded under the Consumer Law in a country of a buyer. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. Any part which is replaced becomes the property of SAT CONTROL.

If at any time during the warranty period, any part or parts of the product has/have been removed or replaced by a person or replaced with part(s) not supplied or not authorized by SAT CONTROL, or if the product has been dismantled, repaired or tampered with by any person(s) not authorized by SAT CONTROL, this warranty shall immediately cease to be valid and become void.

2. General exclusions and limitations

The warranty does not cover:

- a) Installation by person not authorized by SAT CONTROL.
- b) Any defect arising from the usage of wrong power-supply voltage, misuse, negligence, accident, unauthorised repair, alterations or modifications, force majeure, any other events beyond SAT CONTROL control or breakdown and damages resulting from sea air, pollution or gas (including vulcanised gas).
- c) Any product installed in an inaccessible position.
- d) Any unit/s installed at a height and risky area; SAT CONTROL may impose additional charges for the removal and repair of the unit as manpower or equipment is involved.

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- e) Any consumable or accessory item unless the item is proven to be defective at the time of purchase, as well as damage caused by the use of exhausted, leaking or used batteries.
- f) Transportation, handling or delivery charges incurred in the delivery of the unit to and from SAT CONTROL.
- g) Any product of which the model or serial number has been removed, altered or appears different from the warranty certificate.
- h) Any defects caused by usage not in accordance with the operation/instruction manual.
- i) Corrosion, rust or stains.
- j) Mismanagement of the product or no management at all, which lead to jam, blocking, or deadlock of the product due to; incorrect or faulty settings, alarm non-management, non-synchronised time with real-time, by the user or buyer. For example: Time and time settings or other settings on products such as for example Sigma-server and units NANO, PICO or MICRO.

User or buyer has a duty to manage and monitor the product from time to time or when detect that the product have strange behaviour and by the need; clear alarms, change the settings , synchronise the time with real-time if fail or update firmware if newer exist.

- k) Wrong usage of the product.
- l) Wrong maintenance.
- m) Unauthorized opening or disassembly of the product in the warranty period by the buyer or a third person.
- n) Damaging of products mechanically and/or electrically by a third party or third event.
- o) Damage caused by direct or indirect lightning strikes.
- p) Damage caused by extreme weather like fire, floods, storms, and extreme wind.
- q) Any kind of inappropriate use.
- r) Inappropriate selection of products with too small capacities or performance to operate on too big trackers where high winds cause overload, and the damage arising from that.
- s) Overload of any kind.
- t) Mechanical damage of any kind, especially damage due to wrong clamps, and damage at the rod end due to a too small angle of turning, which results in bending the arm or linear motor, including internal damage due to fall-down accidents.
- u) Overload caused by a shaking effect due to inappropriate fixing on a solar tracker.

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- v) Electrical damaging of any kind, especially when a wrong wire-connection or too high voltage burns a PCB, or even a too low voltage that causes that the motors/positioners do not have enough energy to operate properly and therefore burn. Included is damage due to bad cables, like cables for the end-switch.
- w) Damage caused by overvoltage or over-current loops introduced by communication cables.
- x) Damage caused by unstable power supply resulting in too many power-down situations, like memory damage because of too many memory writes caused by a power-down cycle due to a frequent collapse of the power grid caused by any reasons, for example a too high resistance of power-supply cables and/or power-supply devices.
- y) Use of non-original parts on the products, like protection caps, other protection devices, etc.
- z) Wrong product(s) settings.
 - aa) Wrong firmware installed on the product(s).
 - bb) Non-functionality of the product caused by the upgrade or downgrade of the firmware.
 - cc) Closing ventilation or dryer holes on the product(s) resulting in the overheating or water collection instead of drying.
 - dd) Water spot marks on electronic circuits due to unclosed or not tightened enough junction boxes, or exposure of electronic circuits to weather conditions, without protection.
 - ee) Removing the labels and stickers.
 - ff) Opening the product(s) or unauthorised modification or repair of the product(s) by the buyer or a third party other than producer.
 - gg) Any negligent handling of the product resulting in malfunction.
 - hh) Errors that arise from the operation of the firmware, which have already been corrected with subsequent firmware updates, and the user failed to update the products with the latest updates.
 - ii) Incorrect installation or failure to consider the instructions and safety precautions or standards prescribed by law, for example, if the motor is not installed correctly, i.e., if it has not been considered that the downward motor inclination must be at least 10 angle degrees.

In the event of a warranty term issue, the warranty only applies at our company address (not at buyer's address or customer's address), and only for products or goods for which we confirmed correct installation by an after-installation inspection.

3. SAT CONTROL reserves the right to amend the warranty terms & conditions without prior notice.

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LIMITATION OF LIABILITY:

SAT CONTROL SHALL NOT BE LIABLE FOR ANY COMMERCIAL LOSSES, LOSS OF REVENUES OR PROFITS, LOSS OF GOOD WILL, INCONVENIENCE, OR EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, OR CLAIMS OF THIRD PARTIES, REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR TORT, WHETHER FROM BREACH OF THIS AGREEMENT, OR DEFECTIVE PRODUCTS, OR LOSS OF DATA OR FROM ANY OTHER USE, EVEN IF SAT CONTROL HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGE. ALSO, SAT CONTROL SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM A FAILURE TO UPDATE THE FIRMWARE TO THE LATEST VERSION AVAILABLE ON THE SAT CONTROL WEBSITE. SAT CONTROL'S LIABILITY FOR LOSS OR DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PARTICULAR PRODUCT. UNLESS OTHERWISE AGREED UPON, ANY COMPENSATION TO THE ORIGINAL BUYER SHALL BE LIMITED TO THE REPAIR AND RETURN OF THE PRODUCT(S) TO THE BUYER, AND SHALL EXCLUDE ANY UNINSTALLATION AND RE-INSTALLATION OF THE PRODUCT(S) TO THE BUYER.

SAT CONTROL MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND SAT CONTROL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.