

# THE GUARANTEE CONDITIONS

IMEON ENERGY SAS guarantees products sold against any manufacturing defects or material preventing said products and/or goods from working according to the specifications of the command and for usual use for which these products are intended.

The guarantee shall be valid for:

- 5 years or 60 months for IMEON 3.6 and IMEON 9.12,
- 2 years or 24 months for all the accessories and for IMEON 3.0 (model sold until March 2014).

The guarantee period of IMEON products starts from the date in which the product is first operational, which must be within 12 months from the date of invoicing by IMEON ENERGY SAS.

This guarantee does not apply to components and consumable elements, nor to the defects resulting of the non-compliance by the buyer with the conditions of use and maintenance mentioned in the specifications and the documentation of IMEON products and, more generally, according to the standard rules of use of said products. Improper configuration may result in irreversible damage to the equipment, electrical hazards and / or fires that may cause personal injury. Before making any changes, make sure that you comply with the regulations in force in your country. Only IMEON ENERGY's software must be used to configure the IMEON products. Any other software is not compatible and may affect the operation of IMEON products.

The guarantee does not give rise to these following defects, and any responsibility is excluded:

(1) In case of coupling of said products / goods with an equipment not foreseen in technical specifications of IMEON ENERGY SAS,

(2) In case of repairs or modifications of said products / goods realized by any person without prior written approval provided by IMEON ENERGY SAS,

(3) In case of any accident,

- (4) The normal wear and tear,
- (5) In case of inappropriate installation, maintenance, transport or storage.
- (6) An inadequate energy,
- (7) In case of misuse,

(8) In case of an influence of a foreign substance, climate event and/or natural disaster (lightning strike, surge, damage of water, etc.).

The services provided under the guarantee will not be honored if the serial number or the type number of the product has been altered, moved, removed, falsified or made unreadable.

At the reception of the warranty claim IMEON ENERGY SAS will realize an expertise of the equipment in question. This expertise will determine whether the product can be taken under warranty or not, according to the various defined exclusions.

The guarantee accepted by IMEON ENERGY SAS is limited to the replacement or the repair by IMEON ENERGY SAS of all or a part of said defective products and to the delivery of said repaired or replaced products according to the initial delivery terms provided that :

(1) Said defective products had been returned to IMEON ENERGY SAS at the buyer's costs and risks at the latest thirty (30) days after the discovery of the defect,

(2) Said defective products had been indeed recognized as defective products by IMEON ENERGY SAS.



In case where the products returned under guarantee presents no defect, all the costs of expertise shall be borne by the buyer.

IMEON ENERGY SAS cannot be held in any way liable in the event of installation of equipment having no production of electricity or a weaker production of electricity than one estimated by any study.

The professional developers are not entitled to the compensation of the loss of income.

## **INSTALLATION – AFTER-SALES SERVICE**

The buyer has to install products according to the installation manuals of IMEON ENERGY SAS transmitted with every order and by following the instructions supplied to the buyer by IMEON ENERGY SAS. Only those documents are adapted to the delivered products and bound with the order accepted by the buyer. No other documents can be used as a substitute.

The installations made by uncertified staff, installed in non-compliance with the official installation manuals and the instructions of IMEON ENERGY SAS, or otherwise badly installed, will immediately cancel the guarantee of products supplied by IMEON ENERGY SAS.

## FREE-OF-CHARGE GUARANTEE SERVICES:

The free of charge guarantee service refers to the labour and material costs bound to the restoration of functioning of said products in the premises of IMEON ENERGY SAS.

Travelling and subsequent expenses of IMEON ENERGY SAS staff in conformance with the technical expertise, on-the-spot repairs, the moving or the reinstallation, or those made by other persons shall be borne by the applicant, unless otherwise provided by a written agreement.



# PROCEDURE OF PRODUCT RETURN TO IMEON ENERGY SAS

Transport costs of the product shall be borne by IMEON ENERGY SAS only in the case when both following conditions are met:

- The product is under warrantee. Otherwise out-of-warranty products' transport costs shall be borne by the applicant.
- The product is to be transported within the territories of European Union and Australia (excluding islands).

IMEON ENERGY SAS will effectuate returning the defective products to the factory on its charge, and will invoice the applicant in case products are not taken under warrantee.

Outside this area, transportation cost of returned material to IMEON ENERGY SAS is on the applicant.

Note: Our transporters do not pick up material at the end-users.

It is your responsibility that the product is properly packed in its original packaging. Damage caused during transportation will not be in any way taken into charge by IMEON ENERGY SAS. Bad packaging may result in destruction of the equipment.

The IMEON ENERGY SAS after-sales service department:

IMEON ENERGY SAS After Sales Service Department 10 Rue Amiral Romain Desfossés 29200 Brest - FRANCE

### Checks before any repair request:

It is important to verify the real presence of a fault prior to attempting this procedure.

External factors might be the cause of the malfunction (diameter of cables, protection, settings, batteries, etc).

IMEON ENERGY SAS reserves the right to charge expert fees and logistics expenses inherent to an undue or unjustified return even during the guarantee period.

Any attempt by a third party including opening an IMEON, nullifies the warranty or justifies a denial of repair.

### Non-warrantee charges:

The transport, expertise and repair shall be borne by the applicant.

If the equipment must be replaced or necessitates repairs costing less than 150€ excl. VAT, the changes will be made without consultation and an invoice will be sent including the cost of transport.

If the equipment must be replaced or necessitates repairs the cost more than 150€ excl. VAT, IMEON ENERGY SAS will inform the applicant of the charges.

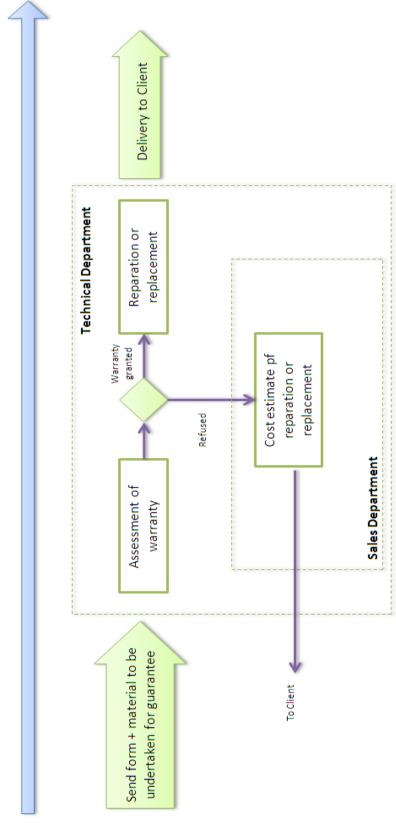
Your submission of an after-sales service request entails full acceptation of the current conditions, especially the incurred charges as indicated.

3/4



## WARNING:

It is your responsibility that the product is properly packed in its original packaging. Damage caused during transportation will not be in any way taken into charge by IMEON ENERGY SAS. Bad packaging may result in destruction of the equipment.



**Guarantee Process** 

The guarantee conditions V5.A.EN valid from 01 November 2018 (replaces and supersedes any previous versions) Website : www.imeon-energy.com / E-mail : contact@imeon-energy.com / Telephone : +33 184 17 51 15 IMEON ENERGY SAS, 10 rue Amiral Desfossés 29200 BREST 792 345 647 RCS BREST

4/4