

H2 Core Systems Garantiebedingungen (H2CS)

1. Note:

If the purchased product was defective at the time of transfer of risk, the buyer is entitled to the statutory claims for subsequent performance, withdrawal, reduction of the purchase price, compensation for damages, or reimbursement of futile expenses in accordance with §§ 437 ff. BGB (German Civil Code), unless these have been contractually restricted. The contractual agreements between the parties remain unaffected and take precedence. The warranty applies in addition to the contractually agreed rights and any modified statutory rights.

2. Name and address of the guarantor:

H2 Core Systems GmbH, Rüssdorfer Straße 8, 25746 Heide

3. Scope of application:

The warranty applies exclusively to legal entities that purchase directly from H2 Core Systems GmbH as business customers (B2B).

4. What is covered?

This warranty applies to all products and commodities from H2 Core Systems.

5. Duration of the warranty

The warranty period is 12 months and begins with the commissioning of the product through the factory acceptance test at the production site and delivery readiness. For a possible warranty extension, please contact your sales representative or sales@h2coresystems.com directly before completing your order.

6. Warranty processing

If a product is deemed defective at any time during the warranty period, H2CS will, at its sole discretion, take one or more of the following actions:

- Repair defective parts and/or products;
- Replacement of defective parts and/or products;
- Provision of technical support for more precise fault definition and for remote assistance with the removal/installation of the device/part to be replaced;
- Covering the costs of repairing and/or replacing parts or products. The assumption of shipping costs is based on our General Terms and Conditions or on individually agreed conditions

In the event of replacement or repair of components, the remainder of this warranty shall be transferred to the repaired original or replacement component. The customer must also return all devices or parts that have been or will be replaced.

In order to fulfill the above obligations, H2CS may request a copy of the proof of purchase, installation documentation, and other documents and/or proof of eligibility for warranty coverage, including model and serial number.

7. Disclaimer

This warranty does not apply to defects, failures, or damages caused by improper use, improper or insufficient maintenance, or care. It also does not apply in the following cases (not exhaustive):

- Improper storage, installation, commissioning, or operation;
- Improper supply of pure process water (should adhere to Enapter's Water specification of AEM Devices) to the entire system;
- Failure to observe the "Important Instructions for Use for Operating the Entire System" supplied with the system;
- Failure to operate the entire system at full load for at least 2 hours per week and to commission the entire system within 3 months of the notified delivery readiness (EXW – Incoterms);
- Failure to provide all requested telemetry data from the EMS, PLC Modbus, gateway, or similar data logger in the format defined in the user manual or supplementary documents, with telemetry data being recorded for at least 90% of the time;
- A service, including repairs, upgrades, and enhancements, to products performed by a person who is not a representative of H2CS or an authorized service provider (installer, maintenance technician, system integrator, etc.).
- Failure to follow the operating instructions, in particular (but not exclusively) the maintenance requirements and/or intervals, unauthorized modifications, alterations, or repair attempts;
- Force majeure (including, but not limited to, acts of God, lightning strikes, storms, fires, floods, earthquakes, epidemics, pandemics, and other events beyond reasonable control, such as conflicts, terrorist attacks, riots, and prolonged labor strikes);
- Removal or defacement of the serial number or warranty seal.

Any reference to the Enapter Module User Manual refers to the latest version available to the customer at <https://handbook.enapter.com>.

Cosmetic defects, before or after repair, that do not affect functionality or impair form, fit, and function in any way are not covered by this warranty.

H2CS is not obligated to provide services under this warranty if the product has been modified or otherwise tampered with without the express written permission of H2CS.

Any liability for indirect or consequential damages, in particular claims for damages for lost profits or revenue or costs incurred, e.g., through replacement, disassembly, or assembly, is expressly excluded, unless expressly agreed in writing.

H2CS shall not be liable for damage or malfunctions to other components or third-party products, regardless of the reason, including malfunctions to products.

None of the above exclusions of liability apply to damage resulting from injury to life, limb, or health, intentional or grossly negligent conduct, fraudulent misrepresentation, fraud, or in cases where liability is mandatory by law and cannot be excluded or limited.

8. Procedures and conditions for replacement and shipping

In the event of a justified warranty claim, the customer shall bear the shipping costs for transport to and from the original place of delivery.

Reimbursement of costs in the event of repairs or replacement deliveries of replacement components via third parties shall only be made with the prior written approval of H2CS.

9. Claiming warranty services

The products are designed and built to be reliable. However, in the unlikely event of a fault, please contact the H2CS customer support team exclusively via your contact person at H2 Core Systems. They will send you a link to access our customer portal. You can describe your issue in our customer portal and it will be processed immediately and without complications.

10. Final provisions

This warranty is a voluntary additional service and does not replace any statutory or contractually agreed rights, unless these have been excluded in commercial business transactions. Furthermore, H2CS does not assume any other express or implied warranties. In particular, no implied warranties are given regarding the quality, suitability, or usability of the product for a specific purpose. H2CS's responsibility for the repair, replacement, or refund of products under this warranty exists in addition to any contractual or statutory remedies and does not constitute an exclusive right of claim.

These warranty terms and conditions shall enter into force on January 1, 2025. The version valid at the time of conclusion of the contract (order) shall apply. Changes shall only apply to future contracts and shall have no retroactive effect.

This warranty is subject to the laws of the Federal Republic of Germany and shall be interpreted accordingly.

The geographical scope of this warranty extends to all countries in which H2CS distributes products under this warranty, unless explicitly agreed otherwise in writing.

The place of jurisdiction and place of performance for all disputes arising from or in connection with this warranty is the registered office of H2CS, unless mandatory law prescribes otherwise.