

General conditions for extending the warranty (e.bagg)

§ 1.

These General Terms and Conditions conclusively regulate the warranty for e.bagg air, e.bagg pro and e.bagg sun energy storage systems and solar panels.

§ 2 Warranty for the first two years after delivery of the goods

The warranty for the first two years after delivery of the goods shall be governed by the statutory provisions of the Federal Republic of Germany, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). However, we have the right to choose the means of subsequent fulfilment (subsequent delivery or rectification) at our discretion. This provision shall not affect your right to reduce the price or withdraw from the contract in accordance with the statutory provisions if the subsequent fulfilment fails.

§ 3 Warranty for the third, fourth and fifth year

- (1) The warranty for the third, fourth and fifth year after delivery of the goods is limited to subsequent fulfilment (rectification or subsequent delivery). We reserve the right to choose one of the two methods in the event of a warranty claim.
- (2) However, improper handling of the e.bagg air, e.bagg pro and e.bagg sun energy storage units or solar panels is excluded from the warranty for the third, fourth and fifth year. This also applies to damage caused by incorrect operation, inadequate care, non-compliance with the maintenance and handling instructions, damage caused by incorrect power connection, abnormal power conditions (e.g. due to thunderstorms) or force majeure, damage due to inadequate care, damage due to non-compliance with the operating and maintenance instructions, damage due to accidental damage or improper handling, faults or damage due to unauthorised repair attempts/repairs/modifications and faults or damage due to the use of non-original accessories or spare parts.
- (3) Cancellation, reduction and compensation under warranty are excluded. Liability in tort and product liability remain unaffected.
- (4) The extended warranty for the third year is only granted to first-time buyers. First-time buyers are those buyers who have purchased the goods from us directly or from our dealers.
- (5) It is not possible to transfer the warranty for the third, fourth and fifth year.

§ 4 Extension of the warranty through registration

- (1) In the event of registration in accordance with § 5 of these terms and conditions, the warranty shall be extended by an additional 2 years, i.e. to a total of 5 years after delivery of the goods.
- (2) However, the extended warranty rights resulting from registration are limited to subsequent delivery or rectification. We reserve the right to choose one of these two options in the event of a warranty claim.
- (3) The extended warranty by registration is only granted to first-time buyers.
- (4) First-time buyers are those buyers who purchase the goods new from us directly or from our dealers. have acquired.
- (5) It is not possible to transfer the warranty by registration.

§ 5 Registration requirements and data protection

- (1) Registration takes place by letter, fax, e-mail or via our homepage www.ebagg.online or www.estream-international.com
- (2) The registration card included in the packaging of the goods should be completed as fully as possible. However, at least the labelled minimum information must be completed for the extension of the warranty in accordance with § 4.

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- (3) We would like to point out that personal data is processed in compliance with the legal requirements.
(4) The data is stored in accordance with the applicable regulations and processed in connection with business transactions.

§ 6 Other

- (1) Should individual provisions of these General Terms and Conditions for the Extension of Warranty be or become invalid or unenforceable in whole or in part, or should these Terms and Conditions contain a loophole, this shall not affect the validity of the remaining provisions. In place of the unenforceable or invalid provisions or to fill the loophole, an appropriate provision shall apply which, as far as legally possible, comes as close as possible to the above provisions.
- (2) The place of jurisdiction is Mönchengladbach (Germany), subject to a different exclusive place of jurisdiction.