SOLARPAINT BY APOLLO POWER

# LIMITED WARRANTY

V0925

## LIMITED WARRANTY FOR THE APOLLO SOLAR AWNING (THE “PRODUCT”)

Dear Customer,

We congratulate you on your recent purchase of the Product. This warranty serves to affirm the quality and service standards associated with the Product.

Solarpaint Ltd., registration no. 515081057, located at 5 HaTeena St. Mevo Carmel Industrial Park, Israel (“**Solarpaint**”), hereby assumes responsibility towards the original purchaser and any subsequent owners (the “**Customer**") for the proper functioning of the Product during the Warranty Period, as defined below, subject to the following terms and conditions:

1. **Warranty Period**:
   The warranty period commences on the date of delivery to the Customer, and is valid for the terms as follows:
   - Apollo Solar Awning: 1 year
2. The warranty applies solely to Products installed in accordance with the Product installation instructions, and used in accordance with the operating and maintenance manual provided by Solarpaint.
3. **Warranty Coverage**: During the Warranty Period, Solarpaint, at its sole discretion, will replace the Product or any part thereof, without charge, or provide a refund to the defective part, unless the defect arises from one of the exclusions specified in Section 6 below. Solarpaint warrants that the Product shall be restored to its condition prior to the defect, utilizing new and original replacement parts.
4. **Exclusions from Coverage**: Solarpaint will not cover the costs associated with the removal, disposal, or reinstallation of the defective Product or any of its parts.
5. **Replacement Terms**: In cases where Solarpaint replaces the Product or any part of it, the replaced parts will continue to be covered by the original warranty period. The warranty period will not be extended due to repairs or replacements beyond the original period. Any Product or parts replaced will become the property of Solarpaint.
6. **Exclusions**: The warranty does not cover defects resulting from:
   6.1. External events occurring after Product delivery, such as fire, lightning, water damage, or accidents, faulty electrical supply, improper electrical connection, or any other causes beyond Solarpaint's control;
   6.2. Installation of the Product that does not comply with the Product's installation instructions;
   6.3. Impact of foreign objects, or physical damage caused by any intentional or negligent acts, accident or misuse;
   6.4. Failure to follow required maintenance and operating manual;
   6.5. Unauthorized repairs, alterations, or modifications;
   6.6. Issues arising from the integration of the Product with non-approved accessories or equipment.
7. **Limitations of Liability**: Solarpaint's liability, as detailed in this warranty, does not extend to accessories or parts not sold by Solarpaint. Solarpaint's responsibility for Product proper functioning is strictly limited to replacement or refund, as defined in this warranty. Solarpaint is not liable for any direct, indirect, or consequential damages to the Customer or any third party arising from Product defects. Soalrpaint’s liability shall not exceed the original purchase price of the Product. Solarpaint will not bear any costs in connection with the replacement of the Product or any part of it. The Customer will indemnify Solarpaint for any expenses incurred if the defect is found to fall under the exclusions specified in Section 6.
8. **Modification of Warranty Terms**: No third party, including distributors, is authorized to modify or extend the terms of this warranty without prior written approval from Solarpaint. Any unauthorized modifications shall be deemed invalid.
9. **Governing Law**: This warranty is governed by the laws of the State of Israel, with exclusive jurisdiction residing in the competent courts of Tel Aviv, Israel.
10. **Claims**: the Customer must notify Solarpaint about any claim within 30 days after noticing a problem. The Customer may report a claim online at **apollo-power.com**, by calling Solarpaint at **+972-4-907-1515**, or by sending an email to **info@apollo-power.com**. The Customer will then be provided with complete details about submitting the claim. The Customer will be required to provide proof of the date the Product was delivered and that the Customer was the owner of the property at that time (or that the warranty was properly transferred). The Customer may be required to send to Solarpaint, at the Customer’s expense, photographs. Within a reasonable time after proper notification, Solarpaint will evaluate the claim and resolve it in accordance with the terms of this limited warranty. If the Customer repairs or replaces the Product of one of its components before the notification to Solarpaint about the claim or before Solarpaint has completed its evaluation of the claim, the claim may be denied. If the Customer needs to repair or replace the Product or its components before the claim is resolved, the Customer MUST provide Solarpaint with reasonable notice.