

**Warranty regulation for EFOY COMFORT fuel cells for non-commercial use. Not valid for Europe¹,
Valid from 01.03.2014**

Non Europe

1. Warranty

SFC Energy AG provides this Limited 12 Month Warranty only for non-commercial use of EFOY COMFORT 80i, EFOY COMFORT 140i and EFOY COMFORT 210i by individuals. The original purchaser may *at the time of original purchase only* purchase an extension of this Limited Warranty for an additional 24 months, for a total of 36 months. Any such extension of this Limited Warranty will be evidenced by a separate document.

2. Parties.

The warranty provided in this Limited Warranty is made only by SFC Energy AG, and is not made by or on behalf of any parent, subsidiary or affiliate entity of SFC Energy AG nor by any "Limitation Beneficiary" as defined below. Notwithstanding the foregoing, the Limitation of Liability in this Limited Warranty applies to all the officers, directors, employees, agents, representatives, partners and joint venturers of SFC Energy AG, its parent, subsidiary and affiliate companies, all of the foregoing being referred to as the "Limitation Beneficiaries". The warranty benefits created by this Limited Warranty benefit only the original purchaser of the SFC Energy AG fuel cell.

3. Limited Warranty and Warranty Exclusions.

This Limited Warranty is made solely by SFC Energy AG whose address is as set out in Paragraph 8 hereof. *SFC ENERGY AG HEREBY WARRANTS THAT ITS PRODUCTS AND GOODS SHALL BE FREE OF MATERIAL DEFECT IN MATERIAL OR WORKMANSHIP FOR THE FIRST 12 MONTHS FOLLOWING THE SALE OF THE EQUIPMENT TO THE NON COMMERCIAL PRIVATE USER SUBJECT TO ALL THE LIMITATIONS, CONDITIONS AND REQUIREMENTS IN THIS WARRANTY DOCUMENT. THIS LIMITED WARRANTY SHALL NOT APPLY TO: COMMERCIAL OR EQUIVALENT USE, USE WHICH DOES NOT CONFORM TO THE REQUIREMENTS AND INSTRUCTIONS OF THE USER MANUAL, ANY PRODUCTS OR GOODS WHICH HAVE BEEN SUBJECTED TO MISUSE, ABUSE, ABNORMAL OR UNAUTHORIZED: SERVICE, HANDLING, MAINTENANCE, OR ALTERATIONS OR DAMAGE. BY WAY OF ILLUSTRATION, AND NOT BY WAY OF LIMITATION, THIS LIMITED WARRANTY DOES NOT APPLY TO DAMAGE OR DEFECTS CAUSED BY NORMAL WEAR AND TEAR, ACCIDENTS, UNLAWFUL OPERATION, USE OF FUEL CARTRIDGES OTHER THAN ORIGINAL SFC ENERGY AG FUEL CARTRIDGES APPROVED BY SFC ENERGY AG FOR USE WITH THE RELEVANT PRODUCT, INAPPROPRIATE HANDLING, WATER DAMAGE, IMPROPER TRANSPORTATION, DAMAGE BY FROST, OPENING OF THE PRODUCT BY ANYONE OTHER THAN SFC ENERGY AG, EXPOSURE TO CAUSTIC OR HAZARDOUS OR TOXIC*

MATERIALS, DAMAGE TO THE VEHICLE OR EQUIPMENT TO WHICH OR RELATIVE TO WHICH THE SFC PRODUCT IS USED, OR TO SFC ENERGY AG EFOY FUEL CELLS

4. Remedies Under this Limited Warranty and LIMITATION OF LIABILITY.

In the event of an alleged breach of this Limited Warranty, if SFC Energy AG determines that a defect creating a breach of the Limited Warranty exists, then SFC Energy AG shall, at its option, and at its sole expense provide one of the following remedies: (i.) replace the defective product or good; or (ii.) repair the defective product or good (and in connection therewith, SFC Energy AG may use replacement parts [updated model where applicable] as SFC Energy AG deems appropriate and SFC Energy AG expressly reserves the right to use processed, functioning or remanufactured or used replacement parts.) **NO OTHER REMEDY WHATSOEVER FOR ANY BREACH OF WARRANTY IS PROVIDED BY THIS WARRANTY.**

LIMITATION OF LIABILITY: IN ADDITION, AS A FUNDAMENTAL CONSIDERATION FOR THE EXTENSION OF THIS LIMITED WARRANTY BY SFC ENERGY AG, THE PURCHASER AGREES THAT, AS TO PURCHASER (OR ANY PERSON OR PERSONS OR ENTITY OR ENTITIES CLAIMING THROUGH OR ON BEHALF OF PURCHASER): NO "LIMITATION BENEFICIARY" (AS DEFINED ABOVE) SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF ANY ACTUAL OR ALLEGED BREACH OF THIS LIMITED WARRANTY OR OTHERWISE UNDER ANY LEGAL THEORY WHATSOEVER RELATING IN ANY WAY TO THE MANUFACTURE, DISTRIBUTION, SALE OR USE OF THE ORIGINAL INDIVIDUAL PURCHASER'S SFC ENERGY AG. PRODUCT(S), NOR SHALL ANY REMEDY SOUGHT BY (OR AWARDED TO OR ON BEHALF OF) THE ORIGINAL INDIVIDUAL PURCHASER OR ANY PERSON OR ENTITY CLAIMING THROUGH OR ON BEHALF OF THE ORIGINAL INDIVIDUAL PURCHASER AS TO ANY LIMITATION BENEFICIARY EXCEED THE ORIGINAL PURCHASE PRICE OF THE SPECIFIC PRODUCT OR GOOD IN QUESTION.

This Limited Warranty does not provide coverage for (or compensate for) any extra costs associated with mounting or dismounting or removing the fuel cell unit, such as the disassembling of furniture or parts of a motor vehicle or from towed equipment or conveyances.

5. Disclaimer of All Other Warranties, Express or Implied.

The Limited Warranty language set out in herein is the ONLY warranty provided by SFC Energy AG and is the ONLY warranty of any kind whatsoever applicable to this purchase. **THIS LIMITED WARRANTY IS COMPLETELY AND ENTIRELY IN LIEU OF ANY AND ALL OTHER WARRANTIES WHATSOEVER. SFC ENERGY AG HEREBY FULLY AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING (BUT IN NO WAY LIMITED**

TO) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO WARRANTY WHATSOEVER IS MADE OR IMPLIED IS MADE BY ANY LIMITATION BENEFICIARY OTHER THAN THE CORPORATION SFC ENERGY AG, AND ALL WARRANTIES OF WHATSOEVER NATURE OR KIND ARE HEREBY EXPRESSLY DISCLAIMED AS TO ALL OTHER LIMITATION BENEFICIARIES (NAMELY: PARENT, SUBSIDIARY AND AFFILIATE ENTITIES AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF SAME.)

6. No Modifications.

The terms and provisions of this Limited Warranty may not be modified by SFC Energy AG or any original (or subsequent) purchaser absent a writing signed by a duly authorized senior executive of SFC Energy AG and by the original (or subsequent) purchaser, as the case may be.

7. Notice and Claims

This Limited Warranty gives the original individual purchaser specific legal rights. The original individual purchaser may also have other rights, which can vary from country to country.

In the event of a claim by the original individual purchaser of the SFC Energy AG fuel cell product subject to this Limited Warranty, SFC Energy AG's customer service department must be contacted within the warranty period or there can be no valid claim under this Limited Warranty. All claims must indicate the nature of the alleged problem or defect, and must also state the type of device and the device serial number. Contact information for the person making the claim must also be provided (name, address, phone, fax, email) and the original bill of sale showing place and date of purchase must also be presented in order to document warranty rights (if any.)

If the device is to be returned to SFC Energy AG, the person making the claim must first consult with SFC Energy AG's customer service department. Before dispatching the device for return, the person making the claim must obtain the RMA number from SFC Energy AG's customer service department. Failure to do so shall place all risk of loss and damage from transport of the device upon the person making the claim (the original individual purchaser.)

THE COST AND DUTIES FOR SHIPPING THE DEVICE TO SFC ENERGY IS TO BE PAIED BY THE PERSON MAKING THE CLAIM – unless otherwise specified. If SFC Energy AG determines that the alleged problem or defect is not covered by this Limited Warranty, then SFC Energy AG will notify the person making the claim that this Limited Warranty does not apply, and shall further offer an estimate of repair or replacement costs (which will be the responsibility of the person making the claim.) If the person making the claim wishes to have the device returned, costs of return transportation shall be borne by such person.

8. Service and Warranty Contact Information

During normal business hours (European time), please contact:

SFC Energy AG
Eugen-Saenger-Ring 7
85649 Brunnthal
Germany
Tel.: +49 89 / 673 592 555
Fax.: +49 89 / 673 592 369
service@sfc.com
www.efoy-comfort.com

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¹Europe: Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Metropolitan France, Germany, Greece, Hungary, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom.