
ASG EMEA Warranty

Terms and Conditions for End-Users

General

1. ASG EMEA Warranty is a factory warranty offered on a voluntary basis by Advanced Systems Group EMEA B.V., headquartered at Snijdersbergweg 93, (1105AN) Amsterdam, registered with the Chamber of Commerce under registry number 33230020, hereinafter "ASG EMEA", and applies to products sold by ASG EMEA. The Warranty as described in this document does not affect your statutory rights based on the European consumer warranty directives.
2. ASG EMEA cannot vouch for vendor warranties and/or other commitments issued by the dealer from whom you purchased the product.
3. Any deviation from these warranty conditions is only valid if expressly agreed between you and ASG EMEA in writing or by e-mail.
7. Additional terms apply to Mastervolt batteries:
 - a. The warranty on 12 Volt GEL, 12 Volt AGM and 6 Volt AGM batteries is limited to a period of 2 years after purchase and a maximum of 100 charge cycles.
 - b. The warranty on 2 Volt GEL batteries is amended with 5 years pro-rata coverage over the original purchase amount, so that:
 - In year 1 after purchase 100% is covered,
 - In year 2 after purchase 100% is covered,
 - In year 3 after purchase 90% is covered,
 - In year 4 after purchase 70% is covered,
 - In year 5 after purchase 50% is covered,
 - In year 6 after purchase 30% is covered,
 - In year 7 after purchase 10% is covered.
 - c. Battery banks with a capacity greater than 200 Ampere-hours must be fitted with a sound battery monitor with data logging function.

Coverage

4. ASG EMEA guarantees that its products are free from material and production defects when used in accordance with the user manual, installation instructions, technical specifications and other guidelines applicable to the product, for a period of two (2) years.
5. The invoice is the warranty card unless a warranty certificate was issued with the product, in which case the certificate becomes the warranty card.
6. The Warranty starts at the date of purchase. In case the invoice does not show a purchase date, then the invoice date applies as purchase date.

Note 1: *Production defects on batteries normally manifest themselves within the first 4 months after commissioning. The older the batteries are, the less likely the defect is caused by a manufacturing fault, and the more stringent ASG EMEA will evaluate the warranty claim.*

At every warranty claim the claimant must provide evidence that the batteries have been maintained correctly, battery is charged according corresponding manual and that the batteries have not been subject to misuse such as deep discharge or prolonged storage at low charge. Both the End User and the original Reseller have their obligations in providing such evidence.

Batteries

Note: Poor storage conditions, neglect and misuse will cause irreparable damage to batteries and will void the warranty.

Note 2: Battery monitors serve to provide abovementioned evidence, hence their requirement for large (expensive) battery banks. Examples of valid battery monitors are:

- Mastervolt MasterLink BTM-III (p.n. 70403163)
- Mastervolt MasterLink MICC (p.n. 70403105)
- Mastervolt MasterShunt 500 (p.n. 77020100, 77020110, 77020115)
- Mastervolt BattMan Pro (p.n. 70405070)

Excluded from Warranty

8. The Warranty does not apply to:
 - a. Consumable parts that are subject to wear and tear during use, unless the defect was caused by a material or production flaw;
 - b. Cosmetic damages, including but not limited to scratches, dents and broken plastic parts unless these were caused by material or production flaws.
9. The ASG EMEA Warranty is limited to the defective product. Additional costs such as the following will not be reimbursed by ASG EMEA:
 - a. Costs for de- or reinstalling the defective, repaired or replacement product;
 - b. Costs for shipment from and to the nearest Mastervolt service location;
 - c. Costs for labour, travel or accommodation for technicians when services need to be performed at the customer's location.

Before the charges mentioned in this article are made, ASG EMEA or the dealer will give you an indication of warranty/service cost. You will need to approve and authorise these charges before ASG EMEA or its appointed agent can begin any warranty services. Distributors / Dealers outside the EU may need to charge an import fee for the replacement product, even if the product is within product warranty

Rejection of warranty

10. ASG EMEA will reject any request for warranty if:
 - a. The defect was caused by external causes, including but not limited to: accidents, careless transport, application or use outside specifications, misuse, ingress of liquids, fire, lightning, earthquake, pollution, corrosion or destruction;
 - b. The product has been installed, used or maintained incorrectly;
 - c. Check-ups were not applied accurately;

- d. The product has not been used in accordance with the user's manual, technical specifications and/or any installation guidelines that are (legally) applicable to the product;
- e. The product has been repaired, altered or modified in any way by yourself or any third party not fully authorised by Mastervolt to do so;
- f. The serial number on the product has been rendered unreadable, removed or modified;
- g. It is no longer possible to identify the product as an "ASG EMEA" product;
- h. The defect is caused by parts or products that are not of the "ASG EMEA" brand;
- i. The defect was not reported to ASG EMEA or an authorised service location within 60 days after it could reasonably have been detected.

Warranty services

11. When you file a valid warranty claim at your dealer or an authorised ASG EMEA service location and the claim is accepted, ASG EMEA will act as follows, to its sole discretion:
 - a. Repair the ASG EMEA product with new or used parts that are as good as new in their performance and reliability; or
 - b. Replace the ASG EMEA product with a new or used product that is as good as new in its performance and reliability, and is comparable to the defective product in its functionality.
12. In case the product is replaced, then the replacement product becomes your property and the defective product becomes ASG EMEA's property.
13. For any replaced or repaired product the remaining warranty term of the original product is transferred or amended to a minimum of ninety (90) days.

Applying for warranty

14. Please consult the following (online) information resources before filing a warranty claim at your dealer or an authorised ASG EMEA service location:
 - a. The trouble shooting section in the manual that was delivered with the product;
 - b. ASG EMEA Service & Support (website).

15. ASG EMEA can only deliver warranty service through the dealer from whom you purchased the product or through an authorised ASG EMEA service location. Authorised dealers and service locations are listed on the Mastervolt Dealer Locator (website).
16. Before receiving warranty service, the ASG EMEA service location may require you:
 - a. To provide proof of purchase or commissioning;
 - b. To answer questions that enable the diagnosis of possible issues;
 - c. To follow instructions that enable possible tests;
 - d. To follow procedures necessary for the operations of that particular service location.
17. In case no proof of purchase or commissioning is available, then ASG EMEA will refer to the latest goods issue date known to ASG EMEA or the production date.
18. When filing a warranty claim you must clearly appoint the defect to be remedied.
19. The decision to investigate your warranty claim does not imply that your warranty claim will be accepted.
20. With the exception to the consumer rights you may refer to as described in point 1 all warranties, terms and conditions not described in this document are not applicable to the ASG EMEA Warranty.
21. Subject to the limitations in point 22 below and as far as allowed under the applicable law and/or European Directive 85/374/EEG, ASG EMEA will limit the liability under the Warranty to the services described in point **Error! Reference source not found.** and by the exclusions described under the header "Excluded from Warranty".
22. ASG EMEA will not accept any liability for damages resulting from the use or potential defects of its products, including but not limited to:
 - a. Loss of profit,
 - b. Business losses,
 - c. Loss of goodwill and/or similar losses,
 - d. Loss of expected savings,
 - e. Loss of goods,
 - f. Loss of contracts,
 - g. Loss of use,
 - h. Loss or damages to data or information,
 - i. Special, indirect or consequential damages,
 - j. Purely economic losses, costs, damages, or expenses.

Amsterdam, 22nd of June 2021

Advanced Systems Group EMEA B.V.

Limitation of liability

20. With the exception to the consumer rights you may refer to as described in point 1 all warranties, terms and conditions not described in this document are not applicable to the ASG EMEA Warranty.
21. Subject to the limitations in point 22 below and as far as allowed under the applicable law and/or European Directive 85/374/EEG, ASG EMEA will limit the liability under the Warranty to the services described in point **Error! Reference source not found.** and by the exclusions described under the header "Excluded from Warranty".