## ESYSUNHOME & ENERGIA CASA SRL TECHNICAL ASSISTANCE AGREEMENT

This authenticated private writing must be consider as attachment to the Agreement made on the 16th day of May 2023 between Energia Casa SRL based in GROSSETO VIA PODGORA 80 (ITALY) VAT REGISTRATION NUMBER 01673860530 and Esysunhome New Energy Technology GmbH based in Munich Seidlstr. 26, at registran number HRB279090.

**ART. 1**

**REGOLATORY RULES OF THE SERVICE:**

The service expected by this writing is ruled by the rules of the same contract and by the rules of European Civil Code for everything which is not provided by this contract.

**ART. 2**

**DURATION AND CONTRACT EXTENSION**

This contract will have the same duration of the Agreement of which is attached, it will be valid untill the collaboration between the parties will be outstanding.

This contract will have immediately effect from the moment of signature by both parties.

**ART. 3**

**Conditions of Technical Assistance and Charges**

In the case of technical assistance, ESY Sunhome will provide the required in-personal technical assistance needed for the systems installed by ENERGIA CASA SRL.

ENERGIA CASA SRL must adhere to ESYSUNHOME's warranty policy and user manual for storing, installing, and operating the system. If the product exhibits defects or malfunctions within the warranty period, the customer must promptly report the issue to ESYSUNHOME.

The customer can contact local sales or after-sales personnel for assistance.

In case if ESY Sunhome personal people are not availble, ENERGIA CASA SRL will handle the techinical assistance on behalf of ESY Sunhome.

Without any prior written permission from ESY Sunhome, ENERGIA CASA SRL will not conduct any techical assisstace.

For technical support, the following compensation fees will be paid:

**€ 100,00 per instance of technical support**

**€ 0,50 cent per Kmh for transportation costs (mileage proof required)**

**€ 30,00 per hour per person for labor costs**

The above compensation fees are only valid for issues caused by defects in ESYSUNHOME equipment. ESYSUNHOME will not bear any costs beyond these circumstances.

After the technical support is completed, ESYSUNHOME will evaluate the issue to determine whether compensation fees should be granted. All compensation fees incurred from technical support in the current month must be provided by ENERGIA CASA SRL with the necessary proof of expenses, and ESYSUNHOME will pay these fees by the 15th of the following month.

**ART 4.**

**Maintenance and technical assistance:**

The contact provides:

-ENERGIA CASA's availability to attend the customer in any kind of problem due by the system 5/7 days. ( following the assistance and after sales service standards of ESYSUNHOME)

-ENERGIA CASA will have an apposit Assistance number to attend the customer in any problem or question ( following the assistance and after sales service standards of ESYSUNHOME)

-ESYSUNHOME will provide ENERGIA CASA of the spare parts and replaceable systems all the times necessary for free

-ESYSUNHOME will provide a training to ENERGIA CASA technicians to resolve more problems as possible

-In case of not solvable problems, ESYSUNHOME will send an authorization to ENERGIA CASA to replace the system or batteries and all the costs of shipping of the failure system will be charged to ESYSUNHOME.

-ESYSUNHOME will always provide his own engineers to co-work with ENERGIA CASA technicians from remote control.

**ART 5**

**PERFORMANCE OF THE SERVICE**

Once the service will be operating, the customer could contact the apposite Assistance Number provided and handled by Energia Casa which will be active from Monday to Friday, from 8:30 untill 18:30 and Energia Casa undertake to be to customer house as soon as possible to resolve efficently the problem/s.

It won't be any charge for the customer.

**ART 6**

**LIMITATION OF LIABILITY**

Except in case of wilful misconduct or gross negligence, ESYSUNHOME will be not responsable of any kind of damage, direct or indirect, caused by ENERGIA CASA relating to a wrong installation.

**ART 7**

**DISPUTES**

For any dispute arising from the present agreement will be governed by EUROPEAN LAW.

Date and location Supplier Distributor