WARRANTY TERMS
OF THE MANUFACTURER

GENERAL

This document provides the terms and conditions of warranty for selected Shelly branded devices ("Warranty").

The Warranty under these terms is granted by Shelly Europe Ltd., registered in the Commercial register to the Registry agency in Republic of Bulgaria, under UIC 202320104, having its seat of management in the city of1407 Sofia, Bulgaria, 51 Cherni vrah Blvd., building 3, floor 2-3, in its capacity as manufacturer of Shelly branded devices.

This Warranty shall apply only to end-users – persons[1] personally and ultimately using the Warranty Devices for their own purposes ("Consumer").

These Warranty terms are applicable worldwide.

These Warranty terms apply only to the Shelly Plus devices, Shelly Gen 3 devices, Shelly Gen 4 devices, Shelly Wave devices, Shelly Wave Pro devices and Shelly Pro devices ("WARRANTY DEVICES").

THE WARRANTY GRANDET HEREWITN IS A VOLUNTARY MANUFACTURER'S WARRANTY AND PROVIDES RIGHTS IN ADDITION TO AND DOES NOT AFFECT LEGAL STATUTORY RIGHTS OF CONSUMERS UNDER THE **LEGAL GUARANTEE** AS PER THE APPLICABLE NATIONAL LAWS RELATING TO SALE OF GOODS.

WARRANTY PERIODS:

1. 3 years for all Shelly Plus, Shelly Wave and Shelly Gen 3 devices, Shelly Gen 4 devices.
2. 5 years for all Shelly Pro devices and Shelly Wave Pro devices.

The warranty period, shall run as of the date of purchase of the Warranty device as stated in the purchase documents (invoice/delivery document).

WARRANTY TERMS AND CONDITIONS:

WARRANTY SCOPE

This Warranty covers any lack of conformity of the physical component (hardware) and/or digital element (firmware) which exists **at the time of sale of the Warranty devices** or which becomes apparent within the applicable Warranty period.

This Warranty covers hardware as a totality of corpus, mechanics and display (if any) and does not cover consumables (battery) and accessories insofar as these are subject to exhaustion (decrease of their useful life) depending on the intensity of their use.

Only the Consumer shall be entitled to make a Warranty claim in relation to the Device. We shall reserve the right not to review or to reject a claim regarding the non-conformity of the Warranty Device when it is made by person who cannot be identified/or

[1] *These Warranty Terms shall apply also to Shelly B2B clients such as but not limited to retailers, wholesalers, distributors or other persons reselling the Shelly devices, except to sections WARRANTY CLAIMS and WARRANTY SERVICE where the business commitments and procedures agreed between Shelly and the relevant B2B client shall apply.*

cannot prove his/her/its capacity as the Consumer who has purchased the Warranty device by submitting the relevant purchase document.

WARRANTY SERVICE

Subject to the terms of this Warranty, during the warranty period, Shelly will, at its option and as permitted by the law:

a) repair of the Warranty Device if possible (including by remote access method); or

b) replacement free of charge (save for costs relating to transport, removal or installation of the product);

The warranty period in respect of a repaired or replaced item shall be the remainder of the warranty period for the original product or such longer period as required by applicable national laws.

Replacement:

The replacement is provided by the issuance of a Product Replacement Voucher for purchase of a replacement product on the website www.shelly.com. The replacement will be provided without undue delay within a reasonable period of time as of the receipt of a valid warranty claim.

Upon replacement of the Warranty device, the warranty term shall be suspended during the replacement and shall be deemed prolonged with the term of the replacement.

Repair:

The repair of the device shall be carried out within a reasonable period as of the receipt of a valid warranty claim and via remote access method, in which case Consumers will be asked to provide consent that Shelly and/or its representative may remotely access the product;

Product Replacement Vouchers are:

- issued free of charge and provide the consumer with the opportunity to purchase a replacement Product at the official website of the manufacturer www.shelly.com under the condition of free shipping.
- intended particularly for the replacement of warranty device which are subject to a legitimate consumer's complaint.
- not transferable.
- not redeemable for cash in part or full.
- limited to a replacement by a similar or alternative Device(s) at similar cost.

Only one Voucher can be issued at a time for the same Warranty device. If the Voucher is not used for its full value, the difference cannot be refunded. If the value of the Order is greater than the value of the Voucher, then it is necessary for the consumer to pay the difference.

Vouchers cannot be combined with any other vouchers. Vouchers are restricted during promotional campaigns, as well as in respect of purchasing certain promotional products, even if not explicitly stated in the terms of the relevant discount/promotion/promotion campaign. When applicable, the validity of the Voucher is automatically extended with the period of the promotional campaign.

Vouchers will be valid for one month from the issue date. We shall not be held liable in case You have not used the Voucher in full or within the validity period.

FIRMWARE UPDATES:

If updates are necessary to keep the Warranty Device in conformity, including security updates for the period of the Warranty, We will provide the updates free of charge through the device embedded Web Interface or the Shelly Cloud service.

The choice to install or not any available firmware updates is at consumer's sole responsibility. We shall not be liable for any lack of conformity of the Warranty device caused by failure of the Consumer to install the provided updates.

WARRANTY CLAIMS:

Warranty claims shall be sent to https://support.shelly.cloud . Any Warranty claim shall be accompanied by: valid document for purchase (receipt, invoice, transport document issued by the courier (if applicable) and proof of non-conformity (such as photos or video demonstrating the warranty issue);

In the event that service under this Warranty is required, Consumers should contact the Shelly Support Team at https://support.shelly.cloud and follow the instructions or advice given. If possible, Shelly may use a remote access method to diagnose any problem, in which case Consumers will be asked to provide consent that Shelly and/or its representative may remotely access the product.

Claims made under this Warranty are only valid:

- upon presentation of the proof of purchase for the Warranty device;
- confirmed by photos/videos or remote diagnose non-conformity;
- within the applicable warranty period for the respective Warranty device covered by this Warranty terms.

Warranty claims that do not meet any or all of these requirements shall be rejected.

EXCLUSIONS:

The Warranty Device is not considered to be defective in materials nor workmanship by reason that it requires modification in order to conform to applicable national or local technical or safety standards and/or network settings in force in any country other than the one for which the Warranty device was originally designed and manufactured as indicated on the device, the original packaging and/or the original Warranty device manual. This Warranty will not cover, and no reimbursement will be provided for, such modification, nor any damage which may arise as a result.

This Warranty does not cover and is to be rejected, in any event, as follows:

1. malfunction or damage caused by:

(i) any cause not attributable to the manufacturing and design of the product (including but not limited to fire, water, neglect, viruses, improper use, etc);

(ii) improper use or non-intended use, improper transport, installation, operation or storage (overload, mechanical damage, shock, the exercise of force, impact of temperature, moisture and liquids, dust, food, beverage, object, plant, animal, insect, toxic subjects or other factors beyond the permissible limits), which use, transport, installation, operation or storage of the device is not intended, is intended as a danger ones or as one that may cause damages to the device, according to the manufacturer's instructions for usage, safety and maintenance;

(iii) any changes to the software / hardware not provided or recommended by the manufacturer, as well as any repairs by an unauthorized person;

(iv) shocks, thunder, floods, fires or other external influences outside of our the control;

(v) malfunctioning firmware due to hacker attacks, computer virus, failure to update the firmware as recommended by Us; attempted replacement or manipulation of the firmware;

(vi) any other non-compliance with any other user and safety recommendations and instructions provided by the manufacturer with the documentation accompanying the Warranty device as part of its original packaging.

2. cases of discrepancy between the data in the purchase documents and the **Warranty device** as well as in case of suspicion of forgery of a document (such as but not limited to cases where the model, serial (IMEI) or product number on the product has been deliberately altered, deleted, removed or made illegible);
3. cases where the corpus of the Warranty Device is broken or evidence trace of opening;
4. cases where damage of the display panel has occurred;
5. cases where there are any technical issues related to the Internet or mobile network (including but not limited to lack of or poor signal, lack of suitable terminal devices to provide stable and permanent connection);
6. cases where Consumer refuses to provide Shelly with remote access to the Warranty Device necessary for Shelly to provide services under this Warranty;
7. defects which may be fixed by the installation of official software or software updates not provided by Shelly, but being freely available within the market; and
8. issues resolvable using Shelly's standard repair methods (remote or automated management, Consumer installable parts) where the Consumer has refused to use such methods without reasonable cause.

LIMITATION OF LIABILITY:

To the maximum extent permitted by applicable national laws, this Warranty will be the Consumer's sole and exclusive remedy against Shelly. Shelly shall not be liable for any consequential or indirect loss arising in connection with the Warranty Devices. Nothing in this Warranty excludes the liability of Shelly (if any) to Consumers for personal injury or death, fraud, intentional acts or gross negligence or any matter which it would be illegal for Shelly to exclude its liability under applicable national law or European law. Insofar as Shelly's liability is excluded or limited this shall also apply to its employees, staff, representatives and agents. To the maximum extent permitted by applicable national laws, Shelly shall not be liable for any failure in service as a result of Shelly or Shelly's agents, employees or contractors being delayed, prevented or hindered in the performance of its obligations under this Warranty by reason of any circumstance beyond its reasonable control.

Consumer's statutory rights under any applicable national laws in relation to purchase contracts are not affected by this Warranty.

AMENDMENTS:

These Warranty Terms may be amended or modified unilaterally by Shelly at any time at its sole discretion or if the amendments have been imposed by virtue of legal acts entered into force, and without an explicit prior notification to You. Such amendments shall be effective immediately and shall be biding upon You from the date of their publishing on our website www.shelly.com. Amendments may have retroactive effect. You, on your responsibility should read these terms regularly and familiarize yourself with the amendments (if any).

These Warranty Terms are effective as of 30 May 2024 and **apply to Shelly Plus, Shelly Gen 3, Shelly Wave devices, Shelly Wave Pro devices and Shelly Pro devices purchased after and prior to its effective date stated above as of the date of their purchase.**