

## Warranty Conditions of Renusol Europe GmbH

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The Renusol Europe GmbH, Piccoloministraße 2, 51063 Köln, Germany („**Renusol**“) sells its products („**Goods**“) as listed in **Annex A**. *Renusol* provides a warranty („**Warranty**“) to the purchaser („**Customer**“) in accordance with the provisions of these warranty conditions.

### 1. Scope of warranty

- 1.1 These terms of *Warranty* shall exclusively apply to the *Goods* that the *Customer* has bought directly from Renusol. If the *Customer* has purchased the *Goods* from a third party, any claims shall be asserted only against such third party.
- 1.2 The *Warranty* only applies if *Renusol* has declared to the customer in text format (esp. letter, e-mail, fax) that this warranty is applicable. A verbal agreement is not enough.
- 1.3 The *Customer's* claims for defects in accordance with clauses 7 and 8 of Renusol's General Terms and Conditions of Business („**T&Cs**“) in the version applicable to the *Customer* and the respective purchase shall apply in addition to the *Customer's* rights under this *Warranty* and shall not be affected by the rights granted to the *Customer* under this *Warranty*.

### 2. Warranty period

- 2.1 The *Warranty* shall commence at the time at which the risk passes to the *Customer* pursuant to clause 6 of the *T&Cs*.
- 2.2 The warranty period applying to the *Goods* is set out in **Annex A**. Furthermore, *Renusol* ensures an extended warranty period longer than guaranteed in **Annex A**, if the following condition are met: (a) The *Customer* has registered itself in the PV-Configurator of *Renusol* via the Internet, and (b) The *Customer* has created the design for the *Goods* by means of the PV-Configurator and proved this by the number of the project report by registration. *Renusol* issues a certificate on the extended warranty period for the *Customer*.
- 2.3 If *Renusol* provides services to the customer under this *warranty* (repair or replacement of goods pursuant to clause 4.3), the *Warranty* period will not be prolonged through these services.

### 3. Making claims under the warranty

- 3.1 If the *Goods* are damaged, the *Customer* shall immediately, however within two weeks after the detection of the damage at the latest, notify *Renusol* about the damage in text format (esp. by letter, fax, e-mail) and enclose a copy of the warranty certificate. For keeping of term, it is enough to post the damage report on time. If the *Customer* fails to give notice of the damage in due time, the claims against *Renusol* under the *Warranty* will be excluded.
- 3.2 The damage report must include a description of all the circumstances of which the *Customer* is aware, and which are relevant in order to determine the cause of defect by *Renusol* and must be written in a way that is understandable for a *Renusol* technician. This especially includes type and location of the installation of the *Goods* as well as the modifications made by the *Customer* or third parties, repairs or other alterations and works done to the *Goods* as well as a description of the cause of damage and the consequential damages. If the above details are not included, claims against *Renusol* under the *Warranty* are excluded. This does not apply if the *Customer* cannot be reasonably expected or is unable to provide these details as part of the damage report. In this case the *Customer* must provide the details without delay as soon as this is possible or can be reasonably be expected.
- 3.3 At *Renusol's* request, the customer shall send the goods at the *Customer's* cost and risk to an address in Germany specified by *Renusol*, if this is reasonable for the *Customer*. *Renusol* will reimburse the *Customer* for the costs incurred in this regard if the defect is covered by the *Warranty* or if the *Customer* guiltlessly did not realise that the defect is not covered by the *Warranty*. The costs for returning goods that have been repaired or replaced under the *Warranty* are borne by *Renusol* „ex works“.
- 3.4 In derogation from clause 3.3, the assertion of claims for defects within the statutory warranty period does not entail any costs for the *Customer*; any costs incurred by the *Customer* are borne by *Renusol* (clause 439, subclause

2, German Civil Code.) As a consequence, within the warranty period the *Customer* has to bear return and/or shipment costs under the warranty only if, following a check of the notice of damage, it emerges that *Renusol* is not responsible for the defect asserted by the *Customer* and the *Customer* is responsible for the unjustified notice of defect, and, in particular, the *Customer* could have realised that *Renusol* was not responsible for the defect claimed.

- 3.5 *Renusol* shall acquire ownership in the *Goods* returned by the *Customer* provided they are not repaired and returned to the *Customer*.
- 3.6 For any items that the *Customer* additionally sends to *Renusol* and that are not part of the *Goods*, *Renusol* shall be liable in accordance with clauses 7 and 8 of the *T&Cs* and the statutory provisions.
- 3.7 If, at the *customer's* site, the goods have been permanently connected with a facility, especially a building, so that the goods are an essential part of the facility according to §§ 93, 94 of the German Civil Code, the *Goods* shall be checked by inspection on site on the *Customer's* request; due to the costs incurring, item 3.3. and 3.4 shall apply accordingly.

#### 4. Scope of the warranty

- 4.1 A damage within the meaning of this *Warranty* shall only include material defects of *Goods*, which limit their suitability for normal or intended use in accordance with the contract concluded with the *Customer*.
- 4.2 If the defect reported by the *Customer* is covered by the warranty, *Renusol* will repair the *Goods* affected by the defect or replace them by supplying new *Goods*. *Renusol* shall bear the costs thereof, except for the costs for installing or removing the *Goods* at the *Customer's* premises; They shall be borne by the *Customer* itself. *Renusol* decide at its reasonable discretion whether the *Goods* will be repaired or replaced (section 315 German Civil Code). *Renusol* is also free to replace the affected *Goods*, also by completely overhauled *Goods*, if necessary.
- 4.3 *Renusol* is entitled to get the warranty services done by third parties authorized by *Renusol*. The *Customer* is not legally entitled to receive these services directly from *Renusol*.
- 4.4 If it turns out that the damage reported by the *Customer* is not covered by the terms of this *Warranty*, *Renusol* reserves the right to charge the expenses incurred from the test and, if applicable, the transport of the *Goods* to the *customer's* account. This does not apply if the *Customer* guiltlessly did not recognise the warranty case. *Renusol* is entitled to consolidate the costs for the warranty services, which have not been caused by their own fault, into a lump sum of 20 % of the selling price of the *Goods* reported by the *Customer* to be damaged. The *Customer* shall be entitled to prove that *Renusol* has, in fact, did not have to bear any costs or significantly paid for lower costs.
- 4.5 Claims other than those according to item 4.2, especially claims on reduction, withdraw or compensation of damage are not justified through the *Warranty*.

#### 5. Exclusion of the warranty

- 5.1 Excluded from this *Warranty* are:
  - All damages that cannot be attributed to a material defect of the *Goods* (item 4.1).
  - All damages on the *Goods* where a manufacturing or serial number, possibly attached by *Renusol*, was removed, or was obliterated,
  - All damages which were caused because the customer or a third party did not use the *Goods* as intended, i.e., the customer or the third party did not use the *Goods* for the contractually intended or the ordinary purpose.
  - All damages which resulted from non-observance or breach of the applying assembly instructions, operating instructions, maintenance instructions or other instructions for use provided by *Renusol* for the *Goods*.
  - All damages resulting from assembly or maintenance of the *Goods*, in case the assembly or maintenance was not performed by an appropriate and specialized company,
  - all damages caused by external influences on the *Goods* at the *customer's* site after they have been delivered, especially due to changes, modifications, extensions, repairs, service works done by the *Customer* or third parties, the use of the *Goods* with foreign parts provided by the *Customer* or third parties, improper transport or packaging of the goods, vandalism, damages caused by animal, rebellion, turmoil (e.g. civil war, demonstrations), war, earthquakes, floods, overvoltage, fire, explosion, or lightning strike, and
    - All defects caused to *Goods* delivered by *Renusol* that are not included in any of the class of goods listed in **Annex A**.

- 5.2 Excluded from the warranty are, in addition to item 5.1, for the respective *Goods*, those damages that have been caused by not observing the standard terms of use for the *Goods* stated in **Annex B**.

## **6. Final Provisions**

- 6.1 The *Warranty* and all claims related hereto shall be subject to the substantive German law only, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the International Private Law; this shall not affect article 3 (3) and (4) Rome I Convention.
- 6.2 Insofar as translations of these warranty conditions into languages other than German are produced, only the German version shall be legally binding.
- 6.3 If the *Customer* is a merchant, a legal person under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly under this contractual relationship anywhere in the world shall be Cologne. The same applies even if the *Customer* does not have any general place of jurisdiction in Germany or if its place of residence or habitual abode is not known at the time of this commencement of proceedings. *Renusol* is entitled to enforce a claim against the *Customer* at its general place of jurisdiction.
- 6.4 Any amendments or supplements to the *Warranty* as well as all declarations and notifications related to the *Warranty* must be made in text format (esp. by letter, fax, e-mail). This shall also apply to the repeal of this formal requirement.
- 6.5 If any provision of this *Warranty* is or becomes invalid or unenforceable, in whole or in part, this shall not affect the remainder of the provisions. Statutory requirements shall apply in place of the invalid provision. This shall apply accordingly in relation to any loopholes in these provisions that the parties could not foresee.

## **Annex A**

These warranty conditions apply to the following *Goods* with the corresponding warranty period according to item 2.2.

- FS10-S – Warranty period: ten years
- FS 18 S – Warranty period: ten years
- FS10-EW – Warranty period: ten years
- ConSole/CS – Warranty period: ten years
- InterSole – Warranty period: ten years
- VarioSole – Warranty period: ten years
- MetaSole/MS+/MS+P – Warranty period: ten years
- IntraSole – Warranty period: ten years
- TS – Warranty period: ten years

Extended warranty period for all above mentioned *Goods*: twenty years

## Annex B

In accordance with clause 5.2, for the *Goods* in the ConSole and CS+ product group the following standard terms and conditions of use shall apply:

- The *Goods* are only to be used on structures with sufficient structural stability, especially if they are installed on a bearing structure that must be strong enough to carry the weight of the *Goods* as well as the possible additional weather-dependent loads, e.g., water, wind, leaves, or snow,
- Surface friction coefficient no less than 0.6
- Wind speeds of maximum 130 km/h, and
- Ambient temperatures not below -30°C and not higher than 50°C.

In accordance with clause 5.2, for the *Goods* of the product groups InterSole, VarioSole, Metasole and IntraSole the following standard terms of use shall apply:

- The *Goods* are only to be used on structures with sufficient structural stability, especially if they are installed on a bearing structure that must be strong enough to carry the weight of the *Goods* as well as the possible additional weather-dependent loads, e.g. water, wind, leaves, or snow,
- Wind speeds of maximum 115 km/h, and
- Ambient temperatures not below -30°C and not higher than 50°C.

In accordance with clause 5.2, for the *Goods* of the product group FS10-S and FS10-EW, the following standard terms of use shall apply:

- The *Goods* are only to be used on structures with sufficient structural stability, especially if they are installed on a bearing structure that must be strong enough to carry the weight of the *Goods* as well as the possible additional weather-dependent loads, e.g. water, wind, leaves, or snow,
- Surface friction coefficient no less than 0.5
- Wind surge pressure of maximum  $q_p=1.5 \text{ kN/m}^2$  (for snow load  $s_k \leq 1.5 \text{ kN/m}^2$ ) or  $q_p=1.0 \text{ kN/m}^2$  (for snow load  $s_k \leq 2.5 \text{ kN/m}^2$ ), and
- Ambient temperatures not below -30°C and not higher than 50°C.

In accordance with clause 5.2, for the *Goods* of the product group FS18-S, the following standard terms of use shall apply:

- The *Goods* are only to be used on structures with sufficient structural stability, especially if they are installed on a bearing structure that must be strong enough to carry the weight of the *Goods* as well as the possible additional weather-dependent loads, e.g. water, wind, leaves, or snow,
- Surface friction coefficient no less than 0.5
- Wind surge pressure of maximum  $q_p=1,0 \text{ kN/m}^2$  (for snow load  $s_k \leq 2.37 \text{ kN/m}^2$ ), and
- Ambient temperatures not below -30°C and not higher than 50°C.