

Renusol GmbH

Solar Mounting Systems

TERMS OF WARRANTY

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The company Renusol GmbH (hereinafter referred to as „**Renusol**“ or „**we**“) sells the goods specified in **Annex A** (hereinafter referred to as „**Goods**“). For these goods, Renusol hereby submits the warranty statement to the buyer (hereinafter referred to as „**Customer**“) in compliance with the provisions included in these Terms of Warranty (hereinafter referred to as „**Warranty**“).

1. Scope of warranty

- 1.1 These terms of warranty shall exclusively apply to the goods the customer has directly bought from Renusol. If the customer has bought the product from a third party, possible damages must exclusively be claimed against this third party.
- 1.2 Warranty is only valid when Renusol has declared to the customer in writing that this warranty is applicable.
- 1.3 The customer's claims relating to liability for defects according to §§ 8 to 10 of the General Terms and Conditions issued by the Renusol GmbH (hereinafter referred to as "AGB"), in the version applicable to the customer and the corresponding purchase, shall be valid in addition to the customer's rights under this warranty and remain unaffected by the rights provided to the customer through this warranty.

2. Term of warranty

- 2.1 The warranty period starts when the goods are handed over to the customer.
- 2.2 The time period of warranty for the goods results from the terms stated in **Annex A**.
- 2.3 If Renusol provides services to the customer under this warranty (repair or replacement of goods according to item 4.3), the warranty period will not be prolonged through these services.

3. Implementation of the warranty

- 3.1 If the goods are damaged, the customer shall immediately, or within two weeks at the latest after the damage has been detected, report the damage in writing, whereby sending the notice of damage on time will meet the requirements on compliance with the time limit. If the customer fails to give notice of the damage in due time, the claims against Renusol under this warranty will be excluded.
- 3.2 With the notice of damage but no later than after Renusol's appropriate request, the customer must, if this is reasonable for the customer, communicate all circumstances well known to customer, which are important for Renusol to be able to determine the reason of the damage. This especially includes type and location of the installation of the goods as well as the modifications made by the customer, repairs or other alterations and works done to the goods. If the customer does not follow Renusol's request to send this notice of

damage within the period of time stated in item 3.1, the claims against Renusol under this terms of warranty shall be excluded.

- 3.3 On Renusol's request, the customer shall send the goods at the customer's expense and risk to an address in Germany advised by Renusol, if this is reasonable for the customer. Renusol shall defray the costs incurred for this to the customer when the damage turns out to be a warranty case or the customer did not recognize without fault that it was not a warranty case. Renusol shall bear the costs for the delivery of the goods repaired or replaced under the terms of warranty to the customer "ex works" .
- 3.4 The goods returned by the customer shall become Renusol's property, if they are not sent back to the customer as repaired.
- 3.5 For objects, additionally sent by the customer to Renusol, which do not belong to the goods, Renusol shall be liable according to the §§ 8 to 10 of the AGB and the statutory regulations.
- 3.6 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 BGB (German Civil code), the goods shall be checked by inspection on site on the customer's request; the incurring costs shall be born according to item 3.3.

4. Scope of warranty

- 4.1 Only material and production failures shall be considered to be damages for the purpose of this warranty.
- 4.2 If the damage reported by the customer is covered by these terms of warranty, Renusol will repair or replace the goods affected by the damage. Renusol shall bear the costs for this. Renusol shall decide whether the goods will be repaired or replaced. Renusol is also free to substitute the affected goods by rebuilt goods, if necessary.
- 4.3 Renusol is entitled to get the warranty service 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 warranty, Renusol reserves the right to charge the expenses incurred from the test and the transport of the goods to the customer's account, if applicable. This does not apply when the customer did not recognize without fault that it was not a 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 as damaged by the customer; the customer shall be in the right to prove that the costs actually incurred to Renusol are essentially lower or that no costs incurred to Renusol.

4.5 Claims other than those according to item 4.2, especially claims on reduction, withdraw or compensation of damage are not justified through this warranty.

5. Exclusion of warranty

5.1 Excluded from this warranty are:

- all damages which are not caused by a material or production failure of the goods (item 4.1).
- all damages which are caused because the customer did not use the goods as intended, i.e. the customer did not use the goods for the contractually intended or the ordinary purpose.
- all damages which result from non-observance or breach of the applying assembly instructions, operating instructions or other instructions for use,
- all damages resulting from assembly or routine repairs of the goods, in case the assembly or repair was not performed by an appropriate, specialized professional company, especially in case of improper self-assembly of the goods by a lay person,
- 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, 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,
- as well as all damages happened to the goods made by Renusol but not belonging to a product group listed in **Annex A**.

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

6. Final Clauses

6.1 The German law shall explicitly apply to this warranty and all claims referring to it, excluding all international legal orders, especially the UN law on the international sale of goods. If these warranty conditions have been translated into languages other than German, only the German version shall be legally binding.

6.2 Place of performance for Renusol is Cologne.

6.3 If the customer is a merchant, public law entity or a special fund under public law, Cologne/Germany will be the exclusive, also international, place of jurisdiction for all disputes arising directly or indirectly from this contractual relation. The same applies if the customer does not have a general place of jurisdiction in Germany or if residence or

habitual residence are not known at the time of commencement of action. Renusol is entitled to institute legal proceedings against the customer at his general place of jurisdiction.

- 6.4 Amendments or additions to the terms of warranty, as well as statements and notifications related to warranty require the written confirmation to become effective. This is also valid for the cancellation of this requirement referring the written form. With this, the written form is also observed through the text form (§ 126b BGB (German Civil Code), especially email and fax).
- 6.5 In case individual provisions of these terms of warranty are or become ineffective in whole or in part, the validity of the remaining provisions shall remain unaffected.

Annex A:

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

- ConSole – Warranty period: ten years.
- InterSole – Warranty period: ten years.
- VarioSole – Warranty period: ten years.
- MetaSole – Warranty period: ten years.
- IntraSole – Warranty period: ten years.
- TriSole – Warranty period: ten years.

Annex B

For the goods of the product group ConSole, the following standard terms of use apply according to item 5.2.

- The goods are only to be used on structures with sufficient structural stability, especially installation on a bearing facility, which has to be strong enough to carry the weight of the goods as well as possible additional weather-dependent loads, e.g. water, wind, leaves or snow.
- Surface friction coefficient not smaller than 0.6
- Wind speed of maximum 130 km/h, as well as
- ambient temperatures of below -30°C and not more than 50°C.

For the product groups InterSole, VarioSole, Metasole and IntraSole the following standard terms of use apply according to item 5.2.

- The goods are only to be used on structures with sufficient structural stability, especially when they are installed on a bearing facility, which has to 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 speed of maximum 115 km/h, as well as
- Ambient temperatures of below -30°C and not more than 50°C.