



## Warranty

### CLENERGY WARRANTY TERMS AND CONDITIONS FOR ASSAMBLY SYSTEMS

#### 1. SCOPE OF APPLICATION

1.1 This Warranty Terms and Conditions (hereinafter referred to as WTC) of Clenergy Europe Limited (hereinafter referred to as Clenergy) shall apply in addition to the General Terms and Conditions (hereinafter referred to as GTC) of Clenergy at all sales of assembly systems to its buyers.

1.2 The services granted by this WTC shall only be regarded as a voluntary special service by Clenergy insofar as they exceed the minimal statutory requirements for warranty. The WTC shall not create an independent cause of action for the buyer but only modify the statutory regulations (dependent Warranty). An independent promise of guarantee exceeding the contents of these WTC shall not be granted.

#### 2. START AND PERIOD OF WARRANTY

2.1 The warranty period is ten (10) years and begins with the passing of risk of loss or damage to buyer in accordance with the ICC Incoterms 2010.

#### 3. EXERCISE OF WARRANTY RIGHTS

3.1 The warranty case shall be reported to Clenergy in writing; the kind and the extent of the alleged defect shall be described herein. The terms for inspection and objection according to GTC shall be observed. Noncompliance with the inspection and objection obligations shall make the warranty rights cease to exist.

#### 4. SCOPE OF WARRANTY

4.1 Clenergy warrants that the goods to be supplied conform to the specifications stated in the contract and are free of essential deficits. However, this shall not be considered as an independent guarantee declaration, but as an agreement regarding condition of the goods.

4.2 Upon Clenergy's choice the remedy of defects shall be made either by repair or by new delivery. Clenergy shall be entitled to engage a Third Party to arrange removal of defects.

4.3 In the case of culpably unjustified warranty demand the buyer shall refund the caused damage to Clenergy.

## 5. PROPER USE AND EXCEMPTION FROM WARRANTY

5.1 The warranty services described above can only be granted if the object of purchase is used, operated and assembled in a proper way. Therefore the defects of goods resulting not only from material or production defect will not be remedied by Clenergy. This can especially (but not limited to) apply in the following cases:

- The buyer or the installer omits to follow the assembly, operation or maintenance instructions which causes defect(s) of the goods;
- Replacement(s), repair(s) or modification(s) of the goods are not made by Clenergy, a Third Party engaged by Clenergy or without consent of Clenergy;
- Improper use of the goods or the use contrary to the way of use specified in contract/conventional way of use;
- Vandalism, destruction by external influences and/or by human beings and/or animals;
- Improper storage, transporting after passing of risk of loss or damage before the installation if that causes defect(s) of the purchased object;
- Damages of the building stock or its incompatibility with the goods causing the defects of the goods;
- Use of the purchased object on mobile units such as vehicles or ships;
- Acts of God, e.g. flooding, fire, explosions, rock fall, direct or indirect lightning stroke or other extreme weather situations such as hail, hurricanes, tornados, sandstorms or other circumstances out of Clenergy's influence.

5.2 Furthermore the warranty is excluded if the defect arises because of the use contrary to standard use condition described as follows:

- Use of the goods only under sufficient statics, especially – installation on a carrying facility which is strong enough to carry the weight of the product and to stand possible weather-related charges such as water, wind, leaves or snow;
- Wind velocities exceeding the limit values specified in the product description.



A handwritten signature in black ink, appearing to read "C. Greenaway", is positioned above a horizontal line.

Charles Greenaway  
European Sales Manager  
Clenergy Europe Limited