



Renusol GmbH
Solar Mounting Systems

WARRANTY CONDITIONS

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The German version of the Warranty Conditions of Renusol GmbH shall apply in the event of disputes or lack of clarity.

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RENUSOL GmbH

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WARRANTY CONDITIONS

PART A **Standard Conditions**

DEFINITIONS

Whenever used in these Standard Warranty Conditions of Renusol GmbH (hereinafter referred to as “**Renusol**”), the following words and abbreviations shall have the specific meanings as set forth in this paragraph “Definitions”:

WC: The Warranty Conditions of **Renusol** are reflected in Part A, Part B and Part C of this document. Those parts constitute the total of the warranty conditions that are applicable to the delivery of Goods by **Renusol**.

Supply: The Supply of Goods by **Renusol** to a purchaser.

Goods: Goods having been supplied by **Renusol** to a purchaser.

Normal Usage: An application in accordance with article 2 of Part A of these WC.

Standard Usage Conditions: Standard Terms of Use in accordance with Part B of these WC.

1. GENERAL CONDITIONS

1.1. These WC apply to the Supply of Goods by **Renusol**, provided **Renusol** has declared them to be applicable and insofar **Renusol** has not excluded their applicability for such Supply. Additional warranty conditions may apply to a specific Supply of Goods, but only in case and insofar **Renusol** has explicitly agreed in writing to such additional warranty conditions for such Supply.

1.2. During the warranty period, **Renusol** issues warranty under these WC preconditioned that Normal Usage (as specified in article 2 of this Part A) has been applied for such Goods and that they have not been subject to conditions other than Standard Usage Conditions (as specified in Part B) during that period. For Goods that are part of a Supply by **Renusol** but that are not specifically mentioned in Part C, no warranty shall apply unless **Renusol** has specifically agreed in writing to warranty conditions for such Goods.

1.3. The warranty period starts at the date of the physical delivery of the Goods to the purchaser or its representative.

1.4. Repair/replacement of Goods under these SWC shall not cause the warranty period for such Goods to be extended.

1.5. All Goods having been returned under these WC will pass into the property of **Renusol** after replacement delivery.

1.6. **Renusol** does not accept any liability for indirect or consequential damage.

1.7. Warranty claims shall only be processed by **Renusol** in case they are issued in writing, together with all information that **Renusol** deems to be of importance for its judgement on the rightfulness of such claim and for its analysis of the defect as well as of the circumstances causing such defect to occur.

1.8. In case and insofar **Renusol** has supplied to purchaser installation manual and maintenance instructions together with the Goods, it shall only process warranty claims after the purchaser has proven to the satisfaction of **Renusol** that such installation manual and maintenance instructions were strictly adhered to.

2. NORMAL USAGE

2.1. The warranty under these WC is subject to Normal Usage of the Goods. Normal Usage of Goods means that Goods are used only in the functionality and under the circumstances for which they were designed and, moreover, that installation of the Goods has been effectuated in accordance with the installation manual for such Goods.

2.2. All other usage shall be considered to be special usage. **Renusol** does not accept any claims under these WC in case of Special Usage of Goods, unless **Renusol** explicitly agreed in writing with such special usage and, moreover, has explicitly declared in writing that these WC are applicable to such special usage before the moment that the Supply of such Goods took place.

3. RIGHTS AND OBLIGATIONS

3.1. These WC entitle the purchaser to free of charge repair or replacement, whichever **Renusol** elects to be appropriate, of Goods having been specified in Parts B and C, in case under Normal Usage and within the warranty period applicable for such Goods (as specified in Part C), provided that:

- a) Goods show defects as a result of which they cannot perform anymore in the functionality for which they were designed,
- b) such Goods have during the warranty period not been subject to no other than Normal Usage Conditions .

For the purpose of the above, the “functionality for which they were designed” is deemed to not include the physical appearance of the Goods.

3.2. This warranty is a carry-in-warranty, which implies that purchasers, in order to make use of their warranty rights, are to deliver the defect Goods for their own account and own risk to

Renusol. After approval of the submitted warranty claim the freight costs will be reimbursed. Delivery by **Renusol** to purchaser of repaired or replacement Goods shall, in case the warranty claim appears to be justified, be free of charge under "ex-works"-condition.

3.3. On customers request already implemented Goods can be examined, exchanged or repaired by a qualified person, which is to be named by Renusol. The customers must bear the expenses in this case.

4. EXCLUSIONS

Explicitly excluded from warranty is damage to- or loss of Goods resulting from or caused by:

- Extraneous causes not attributable to **Renusol**, including, but not limited to, damage or loss caused in whole or part by improper storage and in general by non-respect of **Renusol**'s instructions, environmental specifications or by lack of good working practice.
- Acts of vandalism
- Damage caused by animals
- Riot and civil disturbance, war, invasion, acts of foreign enemies, hostilities or warlike operations – whether war be declared or not- civil war, rebellion, revolution, conspiracy, insurrection or military or usurped power, or loss or damage occasioned by confiscation, commandeering, requisition or destruction or damage to property by order from a government whether de jure or de facto, or any public, municipal or local authority or a cause solely due to the use or occupancy by the purchaser.
- Nuclear reactions
- Earth quakes and/or volcanic eruptions
- Floods
- Fires
- Explosions
- Lightning

5. APPLICABLE LAW

German law shall apply for these WC. If legally admissible Jurisdiction is to be Renusol's Head Office. In case of no other agreement the WCs will be complemented by Renusol's General Terms and Conditions.

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PART B Standard Usage Conditions

ConSole

- Installation of the Good in a mechanically justified manner in accordance with the installation manual on a carrying structure that is sufficiently strong to resist both the weight of the Good and the pressure that occurs locally as a result of, amongst others, water, wind and snow
- A surface friction coefficient not lower than 0.6
- A momentary wind speed not higher than 130 km per hour
- A momentary ambient temperature not lower than -30 ° C and not higher than 50 ° C

InterSole / VarioSole

- Installation of the good in a mechanically justified manner in accordance with the installation manual on a carrying structure that is sufficiently strong to resist both the weight of the Good and the pressure that occurs locally as a result of, amongst others, water, wind and snow, such without causing mechanical tension on the good
- A momentary wind speed not higher than 115 km per hour (InterSole)
- A momentary ambient temperature not lower than -30 ° C and not higher than 50 °

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PART C Duration of Cover

ConSole: 10 years

InterSole: 10 years

VarioSole: 10 years