

# Renusol GmbH

Solar Mounting Systems

WARRANTY TERMS

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Renusol GmbH Solar Mounting Systems

Piccoloministraße 2

D-51063 Cologne

Germany

Tel: +49 (0)221 788 707 – 0

Fax: +49 (0)221 788 707 – 99

[www.renusol.com](http://www.renusol.com)

[info@renusol.com](mailto:info@renusol.com)

Renusol GmbH Solar Mounting Systems ("**Renusol**") sells the products ("**goods**") designated in **Annex A**. In respect of these goods, Renusol hereby submits a warranty statement to the purchaser ("**Customer**") in accordance with the provisions of these Warranty Terms ("**warranty**").

## **1. Scope of application**

- 1.1 This warranty shall apply exclusively to goods the Customer has purchased directly from Renusol. If the Customer has purchased the goods from a third party, any claims shall be asserted exclusively against that third party.
- 1.2 The warranty shall only be valid if Renusol has declared to the Customer in writing (in particular by letter, email or fax) that this warranty is applicable.
- 1.3 The Customer's claims under warranty in accordance with Sections 8 to 10 of Renusol's General Terms and Conditions of Business ("**GTC**"), 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 remain unaffected by the rights granted to the Customer under this warranty.

## **2. Term of warranty**

- 2.1 The warranty period commences upon handover of the goods to the Customer.
- 2.2 The warranty period for the goods is stated in **Annex A**.
- 2.3 The provision of services to the Customer under this warranty (repair or replacement of goods pursuant to Clause 4.3) on part of Renusol shall not extend the warranty period.

## **3. Claims under warranty**

- 3.1 In the event that the goods are damaged, the Customer shall report the damage to Renusol in writing (in particular by letter, fax or email) without delay, no later than within two weeks of discovering the damage, attaching a copy of the proof of warranty. Sending the notice of damage in time is sufficient to meet the deadline. If the Customer fails to give notice of the damage in time, any claims against Renusol under this warranty shall be excluded.
- 3.2 The notice of damage must provide, in a way that is comprehensible for a qualified staff member of Renusol, a written description (in particular by letter, fax or email) of all circumstances the Customer is aware of that are important for Renusol to ascertain the

cause of the damage. These circumstances include, in particular, the type and place of installation of the goods, any modifications, repairs or other alterations and work performed on the goods by the Customer or third parties as well as a description of the cause and consequences of the damage. If the Customer fails to provide this information, any claims against Renusol under this warranty shall be excluded. This shall not apply if the Customer is not able to or cannot be reasonably expected to provide this information along with the notice of damage. In this case, the Customer shall provide this information immediately as soon as he is able to or can be reasonably expected to do so.

- 3.3 On Renusol's request, the Customer shall send the goods to an address within Germany at his own expense and risk, insofar as he can be reasonably expected to do so. Renusol will reimburse the Customer for the resulting costs if the damage is covered by the warranty or the Customer did not recognise that the damage is not covered by the warranty without him being at fault. The costs for the ex-works delivery of goods repaired or replaced under the warranty is free of charge for the Customer.
- 3.4 The goods returned by the Customer shall become Renusol's property, unless they are repaired and sent back to the Customer.
- 3.5 Renusol shall be liable in accordance with Sections 8 to 10 of the GTC and the statutory provisions for any items returned by the Customer in addition that do not belong to the goods.
- 3.6 In the event that the Customer has already permanently connected the goods with a facility, especially a building, making the goods an integral part of the facility pursuant to Sections 93, 94 BGB [German Civil Code], the goods can be inspected on site at the Customer's request; as regards the resulting costs, Clause 3.3 shall apply mutatis mutandis.

#### **4. Scope of warranty**

- 4.1 Damage within the meaning of this warranty is exclusively understood to be material and fabrication defects of the goods that considerably limit their suitability for the usual or contractually intended purpose.
- 4.2 If the damage reported by the Customer is covered by this warranty, Renusol will repair or replace the goods affected by the damage. The resulting costs shall be borne by Renusol, except for the costs of assembly and disassembly at the Customer's premises, which will be borne by the Customer. Renusol will decide whether to repair or replace the goods by exercise of reasonable discretion (Section 315 BGB). If necessary, Renusol shall be at liberty to replace the affected goods by overhauled goods.

- 4.3 Renusol shall be entitled to commission third parties to render the services under warranty. The Customer has no legal entitlement to receive these services directly from Renusol.
- 4.4 If the damage reported by the Customer turns out to be not covered by this warranty, Renusol reserves the right to charge the costs resulting from the inspection and, where applicable, transport of the goods to the Customer. This shall not apply if the Customer did not recognise that the damage is not covered by the warranty without him being at fault. Renusol shall be entitled to demand a lump sum amounting to 20% of the selling price of the goods reported by the Customer as damaged to cover the costs of any services that do not fall under this warranty. The Customer shall be entitled to prove that Renusol has incurred no or considerably less costs.
- 4.5 Claims other than those pursuant to Clause 4.2, in particular claims for reduction, withdrawal or compensation, shall not be established by this warranty.

## **5. Exclusion of warranty**

- 5.1 This warranty shall not extend to
- any damage that is not attributed to a material or fabrication defect of the goods (Clause. 4.1)
  - any damage to goods where a serial number attached by Renusol has been removed or defaced
  - any damage caused by the customer or a third party not using the goods as intended, i.e. the customer or third party not using the goods for the contractually intended or usual purpose
  - any damage resulting from non-observance of or non-compliance with any assembly, operating, maintenance or other user instructions provided by Renusol for the goods
  - any damage resulting from the assembly or maintenance of the goods, if the assembly or maintenance work was not performed by an appropriate, specialised professional company
  - any damage caused by external influences on the goods after they have been delivered to the Customer, in particular by alterations, modifications, extensions, repairs or maintenance work performed by the Customer or a third party, by using the goods with foreign parts provided by the customer or a third party, by improper transport or packaging of the goods, vandalism, damage caused by animals, riot, unrest (civil war, demonstrations), war, earthquakes, floods, overvoltage, fire, explosion or lightning

- any damage to Renusol's goods that do not belong to one of the product groups listed in **Annex A**

5.2 In addition to the damage listed in Clause 5.1, the warranty shall not extend to damage caused by not using the goods in accordance with the standard terms of use stipulated in **Annex B**.

## **6. Final provisions**

6.1 This warranty and any claims arising in connection with it shall be governed exclusively by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws; Art. 3 (3) and (4) Rome I shall remain unaffected.

6.2 Insofar as these Warranty Terms have been translated into languages other than German, only the German version shall be legally binding.

6.3 If the Customer is a merchant, a legal person under public law or a public-law entity with special public funds, the sole, also international, place of jurisdiction for any disputes directly or indirectly arising from the contractual relationship shall be Cologne. The same applies if the Customer has no general place of jurisdiction within Germany or if his place of residence or usual abode is not known at the time the action is filed. Renusol shall be entitled to take legal action against the Customer at the Customer's general place of jurisdiction.

6.4 Any modifications or amendments to the warranty as well as any declarations and notifications relating to the warranty must be made in writing (in particular by letter, fax or email) to be effective. This shall also apply to the cancellation of this formal requirement.

6.5 If individual provisions of this warranty are found to be invalid, either in whole or in part, the validity of the remaining provisions shall not be affected. In place of the invalid provisions, the statutory regulations shall apply. This shall also apply to any gaps or omissions in these provisions that have not been foreseen by the Parties.

## **Annex A**

These Warranty Terms apply to the following goods with the respective warranty period pursuant to Clause 2.2:

- FS 10 – warranty period: ten years
- 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**

The following standard terms of use apply to the ConSole product group pursuant to Clause 5.2:

- The goods may only be used on structures with sufficient structural stability; in particular, they must be installed on a load-bearing structure that is strong enough to carry the weight of the goods as well as any additional weather-dependent loads, such as water, wind, leaves or snow
- Surface friction coefficient of not less than 0.6
- Wind speed of not more than 130 km/h
- Ambient temperature of not less than -30° C and not more than 50° C

The following standard terms of use apply to the InterSole, VarioSole, MetaSole and IntraSole product groups pursuant to Clause 5.2:

- The goods may only be used on structures with sufficient structural stability; in particular, they must be installed on a load-bearing structure that is strong enough to carry the weight of the goods as well as any additional weather-dependent loads, such as water, wind, leaves or snow
- Wind speed of not more than 115 km/h
- Ambient temperature of not less than -30° C and not more than 50° C

The following standard terms of use apply to the FS10 product group pursuant to Clause 5.2:

- The goods may only be used on structures with sufficient structural stability; in particular, they must be installed on a load-bearing structure that is strong enough to carry the weight of the goods as well as any additional weather-dependent loads, such as water, wind, leaves or snow
- Surface friction coefficient of not less than 0.5
- Wind pressure of not more than  $q_k=1.0 \text{ kN/m}^2$
- Ambient temperature of not less than  $-30^\circ \text{ C}$  and not more than  $50^\circ \text{ C}$