Warranty Conditions of Renusol Europe GmbH
(As at January 21st, 2020)

Renusol Europe GmbH, Piccoloministraße 2, 51063 Cologne, Germany ("Renusol") sells the products ("Goods") 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 Application of the Warranty

1.1 The Warranty applies only to Goods that the Customer has purchased 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 vis-à-vis the Customer that this Warranty is to apply (esp. by letter, email or fax). A verbal undertaking does not suffice.

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 rights of the Customer 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 in relation to the Goods is set out in Annex A.

2.3 If Renusol provides goods or services to the Customer under this Warranty (repair or replacement of the Goods pursuant to clause 4.3), this shall not affect the length of the warranty period.

3. Making Claims under the Warranty

3.1 If the Goods are defective, the Customer shall immediately notify Renusol, in text form (esp. by letter, fax, email) and enclosing a copy of the warranty certificate, no later than within two weeks from detection of the defect; the notice of defect is deemed to have been submitted in time if it was sent within the prescribed time limit. If the Customer fails to notify Renusol of any defect within the prescribed time limit, any claims against Renusol under this Warranty are excluded.

3.2 The damage report must be submitted in text form (esp. by letter, fax, email) and 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; this description needs to be worded so as to be understood by a Renusol technician. This includes, in particular, the nature and location of the installation of the Goods, any modifications, repairs or other alterations or work carried out by the Customer or third parties in relation to the Goods as well as a description of the cause of the defect and any consequences. If the above details are not included, claims against Renusol under this 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 he is able to or as soon it can reasonably be expected of him.

3.3 At the request of Renusol the Customer shall send the Goods, at the Customer's cost and risk, to an address in Germany specified by Renusol, provided this can reasonably be expected of 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, through no fault of his own, has failed to 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 3.4, 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 (section 439(2) German Civil Code ["Bürgerliches Gesetzbuch", “BGB”). 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 defect, it transpires 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 if 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 are additionally sent to Renusol by the Customer and that do not form 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 the Customer had already firmly connected the Goods to a facility and in particular to a building so that, pursuant to sections 93, 94 BGB, the Goods have become an integral component of the facility, the Customer may request that the Goods be checked by way of an on-site assessment; clauses 3.3 and 3.4 shall apply mutatis mutandis with regard to any costs incurred in this regard.

4. Scope of the Warranty

4.1 A defect for purposes of this Warranty shall only include defects in the Goods’ material, 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 this Warranty, Renusol will repair the Goods affected by the defect or replace them by supplying new Goods. Renusol will bear the costs thereof except for the costs for installing or removing the Goods at the Customer’s premises; the Customer shall bear these costs himself. Renusol shall make the decision whether to repair or replace the Goods at its reasonable discretion (section 315 BGB). Renusol shall be free to exchange the Goods, where required, also for completely overhauled Goods.

4.3 Renusol is entitled to commission third parties to fulfil any rights under the Warranty. The Customer does not have any claim for Renusol to fulfil any rights under the Warranty.

4.4 Should it transpire that the defect reported by the Customer is not covered by this Warranty, Renusol reserves the right to charge the Customer for the cost of checking and, where relevant, transporting the Goods. This does not apply if the Customer has failed to recognise, through no fault of his own, that the defect is not covered by the Warranty. Renusol is entitled, in relation to any deliverables under the Warranty that are not owed, to charge a flat rate of 20% of the sale price of the Goods reported by the Customer to be defective. The Customer shall be entitled to prove that Renusol has, in fact, not incurred any costs or significantly lower costs.

4.5 No claims other than those under clause 4.2 – in particular claims for a reduction of the purchase price, claims for withdrawal or damages claims – shall arise on the basis of this Warranty.

5. Exclusion of the Warranty

5.1 The following defects are excluded from this Warranty:

- all defects that are not based on a defect in the Goods’ material (clause 4.1),
- all defects of Goods in relation to which a manufacturing or serial number attached by Renusol has been removed or rendered illegible,
- all defects that have arisen from non-intended use of the Goods by the Customer or a third party, i.e. where the Customer or third party has failed to use the Goods for the purpose that was contractually intended or typical,
- all defects that have arisen in disregard of or as a result of a breach of installation, operating, repair or other instruction manuals pertaining to the Goods that may have been provided by Renusol,
- all defects that have arisen from the installation or maintenance of the Goods if the installation or maintenance was not carried out by a suitable and professional specialist firm,
- all defects that have arisen due to external influences on the Goods after they have been delivered to the Customer, in particular due to changes, modifications, extensions, repairs, maintenance work, use of the Goods with non-original parts belonging to the Customer or third parties, improper transport or packaging of the Goods, vandalism, damage caused by animals, riots, civil unrest (civil war, demonstrations), war, earthquakes, floods, overvoltage, fire, explosion or lightning strike, and
- all defects caused to Goods of Renusol that are not included in any of the product groups listed in Annex A.

5.2 In addition to clause 5.1., defects of the respective Goods that have arisen due to a failure to use the Goods in accordance with the standard terms and conditions of use as set out in Annex B are excluded from the Warranty.
6. **Final Provisions**

6.1 This *Warranty* and all claims related hereto shall be subject to substantive German law only, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and any conflict of law provisions; this shall not affect article 3(3) and (4) Rome I.

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, Germany. The same applies even if the *Customer* does not have any general place of jurisdiction in Germany or if his place of residence or habitual abode is not known at the time these legal proceedings are brought. *Renusol* is entitled to assert claims 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 form (esp. by letter, fax, email). This shall also apply to the repeal of this requirement for text form.

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 provisions shall apply in place of the invalid provision. This shall apply accordingly in relation to any omissions in these provisions that the parties had not foreseen.
Annex A

These warranty conditions shall apply to the following Goods with the respective warranty period as set out in clause 2.2:

- FS10-S – warranty period: ten years
- FS18-S – warranty period: ten years
- FS10-EW – warranty period: ten years
- ConSole/CS+ – warranty period: ten years
- InterSole – warranty period: ten years
- VarioSole/VS+ – warranty period: ten years
- MetaSole/MS+/MS+P – warranty period: ten years
- IntraSole – warranty period: ten years
- TS+ – warranty period: ten years
Annex B

In accordance with clause 5.2, Goods in the ConSole and CS+ product group shall be subject to the following standard terms and conditions of use:

- the Goods shall only be used subject to a sufficient structural basis, in particular installation on a load bearing device that is sufficiently strong to carry the weight of the Goods as well as any additional weather-related loads such as water, wind, leaves or snow,
- surface friction coefficient no less than 0.6,
- wind speeds of no more than 130 km/h, and
- ambient temperatures of no less than -30 °C and no more than 50 °C.

In accordance with clause 5.2, Goods in the InterSole, VarioSole, MetaSole and IntraSole product groups shall be subject to the following standard terms and conditions of use:

- the Goods shall only be used subject to a sufficient structural basis, in particular installation on a load bearing device that is sufficiently strong to carry the weight of the Goods as well as any additional weather-related loads such as water, wind, leaves or snow,
- wind speeds of no more than 115 km/h, and
- ambient temperatures of no less than -30 °C and no more than 50 °C.

In accordance with clause 5.2, Goods in the FS10-S and FS10-EW product groups shall be subject to the following standard terms and conditions of use:

- the Goods shall only be used subject to a sufficient structural basis, in particular installation on a load bearing device that is sufficiently strong to carry the weight of the Goods as well as any additional weather-related loads such as water, wind, leaves or snow,
- surface friction coefficient no less than 0.5,
- dynamic wind pressure of no more than \( q_p = 1.5 \) kN/m² (for snow load \( s_s \leq 1.5 \) kN/m²) or \( q_p = 1.0 \) kN/m² (for snow load \( s_s \leq 2.5 \) kN/m²), and
- ambient temperatures of no less than -30 °C and no more than 50 °C.

In accordance with clause 5.2, Goods in the FS18-S product groups shall be subject to the following standard terms and conditions of use:

- the Goods shall only be used subject to a sufficient structural basis, in particular installation on a load bearing device that is sufficiently strong to carry the weight of the Goods as well as any additional weather-related loads such as water, wind, leaves or snow,
- surface friction coefficient no less than 0.5,
- dynamic wind pressure of no more than \( q_p = 1.0 \) kN/m² (for snow load \( s_s \leq 2.37 \) kN/m²) and
- ambient temperatures of no less than -30 °C and no more than 50 °C.