

## **TERMS OF DURABILITY GUARANTEE**

of the company Schletter Solar GmbH for

## **PHOTOVOLTAIC FASTENING SYSTEMS**

**(with the exception of solar tracking systems)**

The photovoltaic fastening system you purchased is a product that has been diligently manufactured and meets the high quality standards of the company Schletter Solar GmbH (hereinafter referred to as "Schletter").

**Schletter guarantees the original buyer that the metal components of a photovoltaic fastening system purchased directly from Schletter (hereinafter referred to as "merchandise") is free from production-related material faults that would affect the structural safety of the merchandise within the guarantee period not just insignificantly even with correct structural analysis and proper installation, operation and maintenance of the merchandise.**

All aspects regarding the guarantee conditions (hereinafter referred to as "guarantee") can be looked up in the text below:

### **Section A: Area of application of the guarantee**

1. **Validity:** This guarantee entitles exclusively the original buyer (hereinafter referred to as "customer") as the warrantee and exclusively for such metal parts that the buyer has purchased directly from Schletter. This guarantee only applies if Schletter declared this guarantee applicable in writing (especially by letter, guarantee certificate, email) or by attaching a guarantee label on the merchandise or including it in the product sheet.

**The guarantee is void, if the customer has not made full payment of the contract price till maturity.**

2. **Technical specifications:** Product descriptions, depictions and technical data as well as product-related documents are technical specifications but no guarantees.

### **Section B: Assignment of claims**

This guarantee shall only establish claims of Schletter's customer. Enforcement by third parties shall only be possible if Schletter has given prior consent hereto in writing. Any assignment of claims is to be made using the respective form provided by Schletter; This form can be requested from Schletter.

### **Section C: Guarantee Period**

1. **Start:** The guarantee period begins on the day of the delivery of the merchandise to the customer.

2. **Duration:** The guarantee period (5 respectively 10 years) is specified in the respective product sheet. If, for particular construction components, generally or for a particular type of use a possible shorter life is expressly indicated or provided for within the framework of Schletter's individually-generated plans, an exchange is scheduled within a shorter period, the guarantee period shall be restricted to such life or period. If Schletter provides services within the framework of this guarantee (see section F), these services shall not prolong the guarantee period.

### **SCHLETTER SOLAR GMBH**

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## Section D: Claiming / Obligations

1. If there is a guarantee case, the customer shall inform Schletter immediately, but not later than two weeks after detecting the **manufacturing-related material fault** in writing (especially by letter, email) including a copy of the purchasing contract and the guarantee certificate. If a customer fails to report a fault, any claims against Schletter based on this guarantee shall be excluded.
2. The report of the production-related material fault shall include a description of all details known to the customer in writing (especially by letter, email) that is comprehensible to expert staff members of the company Schletter and includes the specification of the fault cause as well as a description of the fault. If the above-mentioned specifics are not provided, any claims against Schletter based on this guarantee shall be excluded.
3. On request by Schletter, the customer is obliged to provide the information and documents that enable Schletter to understand if there is a reason for exclusion (see section G) or not.

## Section E: Guarantee Claims

Only production-related material faults of metal components of merchandise purchased directly from Schletter that affect the structural safety of the merchandise within the guarantee period not only insignificantly even with correct structural analysis and proper installation, operation and maintenance of the merchandise shall constitute guarantee claims.

## Section F: Services covered by the guarantee

1. **Repair/Replacement:** Repair and replacement of the defective component shall be the only and exclusive guarantee services performed on the basis of the guarantee. On request by Schletter, the faulty parts shall be disassembled on the customer's expense and at the customer's risk and shall be returned to Schletter.
2. **Right of choice:** Schletter shall provide either repair or replacement delivery according to Schletter's own choice. Schletter also has the right to have guarantee services carried out by third parties assigned by Schletter.
3. **Legal rights:** The legal regulations regarding liability for defects and product liability shall remain unaffected by this guarantee.

## Section G: Exemptions from the guarantee

1. Besides, the guarantee does not include any compensation for damages due to defective products, nor for consequential, supplementary or other possibly related damages and no loss of profit. The guarantee does not cover further costs that might arise in connection with repair and replacement delivery, such as costs of removal, (re-)installation and transportation of items as well as any other indirect costs.
2. All faults shall be excluded from this guarantee that result from
  - inappropriate handling by the customer or third parties of the merchandise or parts of it
  - disregard or infringement of mounting, handling, maintenance instructions or other instructions of use provided by Schletter
  - mounting and servicing of the metal components, if the mounting and servicing operations have not been carried out by an expert company
  - impact on the metal components after the delivery of the merchandise to the customer, especially due to changes, modifications, extension of use, use of the metal components with non-system parts, inappropriate transport and packaging of the metal parts, vandalism, damage caused by animals, force majeure (riots, war, earthquake, flood) overvoltage, fire or explosion.
  - increased stresses of agricultural, industrial or geological nature or special weather conditions

- the fact that metal parts have not been used in accordance with the technical standards/regulations listed below:

- Corrosion classes C1-C4 according to EN ISO 1461, EN ISO 12944-2, EN ISO 1999-1
- Structural design according to EN1990
- Wind and snow loads according to EN 1991
- Ambient temperatures of not less than -30° C and not more than 50° C.

3. Moveable parts (especially bearings) and electrical system components and rubber parts are excluded from the guarantee.

4. Apart from that, signs of wear and wear parts are excluded from the guarantee.

5. The guarantee does not cover any damage that is covered by a natural-peril insurance or that can usually be insured with such an insurance.

6. The non-fulfilment of the customer's obligations according to paragraph D excludes guarantee services if this non-fulfilment makes it impossible for Schletter to finally determine whether there is a guarantee case or not.

## Section H: Guarantor

Schletter Solar GmbH, Alustraße 1, 83527 Kirchdorf/Haag i. OB, Germany, [www.schletter-group.com](http://www.schletter-group.com).

## Section I: Choice of law, place of jurisdiction

1. **Choice of law:** This manufacturer guarantee is subject to German law under exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).
2. **Place of jurisdiction:** For dealers, legal entities, special funds regulated by public law, Munich (Germany) is the exclusive place of jurisdiction.

*- End of the declaration of guarantee -*