

# Terms of Guarantee for Mounting Systems GmbH

**Note: These terms of guarantee apply independently of and as a supplement to the statutory and contractual warranty rights, which the purchaser may enforce against his respective direct seller.**

## § 1 Performance under the Guarantee

- (1) Mounting Systems GmbH, Mittenwalder Straße 9a, D-15834 Rangsdorf (hereinafter referred to as "Mounting Systems GmbH") places the highest demands on the quality of its products. These are manufactured in accordance with the highest quality standards. Therefore, Mounting Systems GmbH guarantees to its direct customer ("Customer") that the Products listed below will be free and clear of product or manufacturing defects

Mounting system „Alpha“
Mounting system „Lambda“
Mounting system „Theta“
Mounting system „Kappa“
Mounting system „Omega“
Mounting system „Sigma“
Mounting system „Gamma“

- (2) The guarantee does not cover adverse effects on the Product, which arose because :
- the Product was not assembled in accordance with the assembly instructions and the applicable technical norms and regulations
  - the product has not been assembled by qualified personnel with the skill set defined in the installation manual;
  - the Product was transported, installed, assembled, tested or operated without regard to the state-of-the-art technology;
  - the Product was not used in accordance with the technical specifications agreed upon or used contrary to the intended purpose of use;
  - the Product was not properly stored before or during the assembly phase;
  - interferences with or changes to the Product or its accessories were made without the express consent of Mounting Systems GmbH;
  - some accessories, which are not original Mounting Systems GmbH accessories, were used in connection with the Product;
  - the Product was not serviced by a specialist firm at least once each year;
  - the Product was exposed to extraordinary environmental influences (excess voltage, magnetic fields, or similar circumstances)
  - the Product was subject to a force majeure (e.g., lightning strike, hail, fire, vandalism and natural catastrophes).
  - A heightened salt content in the ambient air or oxidation-provoking metal combinations (e.g. copper) have caused corrosion at the PV field,
  - The load capacity of the roof construction and/or the ground have not been assured according to the accepted state-of-the-art technology and applicable technical norms and regulations.
- (3) The guarantee does not cover any indirect damages, specifically consequential damages, including personal injury or property damage, lost profit, harm to reputation, loss of data, advertising or manufacturing costs, overhead costs and loss of customers as well as costs which result from operational disruptions, removals and/or reinstallation or re-procurement.
- (4) A guarantee situation will not arise, if the defects or discrepancies in the condition of the Product were not material and such defects or discrepancies are insignificant with respect to the value or conforming use of the Product.
- (5) If a guarantee situation arises, Mounting Systems GmbH shall either carry out a professional repair of the component in question or replace the good with a new or updated component. Mounting Systems GmbH will acquire title to each replaced component. If the Product in question is no longer manufactured, then Mounting Systems GmbH is entitled to provide a different comparable Product (different size, different colour, different form and/or different performance etc.).
- (6) The total scope of liability under the guarantee for product or manufacturing defects stipulated in sub-section 1 is limited to the purchase price owed by the Customer for the individual Product.
- (7) Performance under a guarantee will not trigger the commencement of new guarantee periods nor will it extend the guarantee period.

## § 2 Territorial Scope / Guarantee Period

- (1) The guarantee applies geographically to all states of the European Union (as of Oct. 2007).
- (2) The guarantee period for all metallic components is 10 years.
- (3) The guarantee period for all non-metallic components is 2 years.
- (4) The guarantee period stipulated in § 1 sub-section 1 commences on the date of delivery to the Customer.

## § 3 Guarantee Preconditions

- (1) If the Customer is a consumer, then he or she must notify Mounting Systems GmbH in writing of any obvious defects within 2 months following receipt. The Customer will be deemed to have waived his or her guarantee claims, if such notice is not provided.
- If the Customer is a business, then its guarantee claim is subject to the duties of inspection and formal complaint owed in accordance with § 377 of the German Commercial Code (HGB).

## § 4 Procedures in the Event of a Complaint

- (1) If the Product exhibits defects that fall under this guarantee, then please promptly contact Mounting Systems GmbH at +49-(0)33708-529-0. Please have the following information available when contacting us by phone:
- your name, address, postal code and a telephone number where we can reach you
  - the model description
  - purchase receipt containing the date and vendor's address
  - guarantee certificate of the faulty Product (if available)
  - the date of installation
  - the location and address of installation
  - a complete listing of the observed defects and additional information which could help in analysing the defect
- (2) The staff of Mounting Systems GmbH will inform you about any additional steps and will supply you with your own individual complaint number. Please provide this number during any discussion related to the processing of the complaint.
- (3) If the staff members at Mounting Systems GmbH request that you send Mounting Systems GmbH purchase documentation which is more specifically defined during the discussions, then please send this information either by mail or by fax to the following address:

### Mounting Systems GmbH

Complaints  
Mittenwalder Strasse 9a  
D-15834 Rangsdorf

Fax: +49 (0)33708 529-199

- (4) Please note that Mounting Systems GmbH cannot accept the delivery of any devices that it receives without prior notice by telephone.

## § 5 Final Provisions

- (1) The claim of the Customer under this guarantee is limited to the guarantee performance listed in § 1.
- (2) Mounting Systems GmbH will not be liable for any delays or failure to provide the guarantee performance listed in § 1, if that delay or failure is caused by force majeure, war, war-like conditions, civil unrest, strikes, epidemics, fire, flooding or other similar circumstances, which are outside of Mounting Systems GmbH's ambit of responsibility.
- (3) This guarantee is subject to the law of the Federal Republic of Germany excluding the conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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