

## Warranty Conditions for KL!XX

### § 1 Parts covered by the warranty

1. For the mounting system KL!XX, EEG Erneuerbare Energien Großhandel GmbH grants a 10-year functional and product warranty on all materials used by the mounting system KL!XX.
2. In addition to the legal warranty claims for product replacement, the warranty includes cancellation, reduction and compensation. Breaches of the warranty conditions only affect the warranty status, and not the aforementioned warranty claims.
3. The warranty refers exclusively to the described KL!XX mounting system. The warranty described here explicitly does not cover modules or other parts used by a solar system which are not part of the scope of supply of the KL!XX mounting system.

### § 2 Scope of warranty

1. Should a part under warranty stop working during the warranty period, and not as a result of a defective part which is not covered by the warranty, and should repair be necessary, the purchaser has the right to repair within the scope of these conditions.
2. The warranty include the repair of warranty-covered parts by, as decided by the warrantor, replacement (free-of-charge delivery of an equivalent part) or repair according to the technical requirements, including personnel costs for removal and installation, and also for mounting, according to the working time values of the manufacturer. Should EEG Erneuerbare Energien Großhandel GmbH be unable to deliver an equivalent part, with the consent of EEG Erneuerbare Energien Großhandel GmbH, the purchaser can keep the part at no cost, and send it for repair. The warranty is limited to the success of the repair and the presentation of the repair invoice for the material and personnel costs to EEG Erneuerbare Energien Großhandel GmbH.
3. The following is not covered under warranty:
  - a) Costs for test, measurement and configuration work, if this does not result from damage which is covered under warranty;

- b) Replacement of direct or indirect consequential losses;
- c) Air freight costs.
- 4. The warranty does not grant entitlement to cancellation of the purchase contract or to reduction, i.e. reduction of the purchase price.
- 5. The warranty only applies to sales to recipients in all EU countries and Switzerland.
- 6. The warranty period of the delivered KL!XX-mounting system begins with the date of delivery of the selling wholesale to the installer.

### **§ 3 Warranty exclusions**

- a) No guarantee exists without consideration of contributory causes of damages:
- b) which arise through the use of unsuitable material;
- c) which are a direct result of storm, hail, lightning, earthquake or flooding
- d) from charring, fire, explosion;
- e) by accidents, i.e. a direct and sudden external incident with mechanical force;
- f) by wanton or malicious act, misappropriation, especially theft or other unauthorised use;
- g) caused by change in the original construction;
- h) when the system is not regularly maintained in accordance with the maintenance instructions;
- i) when the system is not set up and operated in accordance with the "intended use".

#### **§ 4 Warranty obligations**

1. The warrantee is to abide by the instructions of EEG Erneuerbare Energien Großhandel GmbH for commissioning and setting up the equipment, and is also to have the prescribed or recommended maintenance and inspection work carried out.
2. Upon the occurrence of damage, the warrantee should prevent the damage if possible, and thereby follow the instructions of EEG Erneuerbare Energien Großhandel GmbH. These instructions should always be referred to before seeking repairs.
3. An incident, which falls under this warranty, is to be reported in writing by the customer of EEG Erneuerbare Energien Großhandel GmbH within 14 calendar days of becoming aware of the defect, as prompt notification of the defect is important.
4. For the assessment of damage, the purchaser has to provide the required information and to allow an examination of the damaged parts at any time. Replaced parts must be provided by the purchaser on request.
5. The buyer shall make a written claim and submit as proof original versions of invoices and maintenance reports.

#### **§ 5 Consequences of breach of duty**

Should the warrantee breach an applicable duty of the conditions, EEG Erneuerbare Energien Großhandel GmbH will be released from its liability of this warranty.

#### **§ 6 Sale**

Upon sale of the part under warranty, or the whole equipment, the purchaser/warrantee can transfer his warranty rights to the customer.