

Terms of Guarantee for mounting systems



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) Die Conergy AG, Anckelmannsplatz 1, 20537 Hamburg (hereinafter referred to as „Conergy“) places the highest demands on the quality of its products. These are manufactured in accordance with the highest quality standards. Therefore, Conergy guarantees to its direct customer (“Customer”) that the systems listed below will be free and clear of product or manufacturing defects:

Conergy mounting system “SunTop III”
Conergy mounting system “SolarFamulus II”
Conergy mounting system “SolarDelta”
Conergy mounting system “SolarRoof LM”
Conergy mounting system “SolarRoof FM”
Conergy mounting system “SolarGiant”
Conergy mounting system “SolarLinea Single”
Conergy mounting system “SolarLinea Double”
Conergy mounting system “SunTop Trapeze”

(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 Conergy;
- | some accessories, which are not original Conergy 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).
- | the system has been installed in an ambient atmosphere other than rural, moderately industrial or moderately urban sense of EN 1999-1-1.
- | the system has been installed in an ambient atmosphere classified with the corrosion category C4/5 in the sense of DIN EN 12500.
- | 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 has 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, Conergy shall either carry out a professional repair of the component in question or replace the good with a new or updated component. Conergy will acquire title to each replaced component. If the product in question is no longer manufactured, then Conergy is entitled to provide a different comparable product (different size, different color, different form and/or different performance etc.).

(6) The total scope of liability under the guarantee for product or manufacturing defects stipulated in subsection (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 ultraviolet resistance of all EPDM or plastic components is 10 years.
- (4) The guarantee period for all further components is 2 years.
- (5) The guarantee period stipulated in §1 subsection 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 Conergy AG 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 please immediately contact Conergy at +49 (0)180 - 555 39 66.

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
- | Model description
- | Purchase receipt containing the date and vendor’s address
- | Guarantee certificate of the faulty product (if available)
- | Date of installation
- | Location and address of installation
- | Complete listing of the observed defects and additional information which could help in analyzing the defect.

(2) The staff at Conergy 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 Conergy request that you send Conergy 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:

Conergy AG
Stichwort Reklamation
Anckelmannsplatz 1
D-20537 Hamburg
Fax hotline +49 (0)180 - 555 39 67

(4) Please note that Conergy 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) Conergy 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, warlike conditions, civil unrest, strikes, epidemics, fire, flooding or other similar circumstances, which are outside of Conergy’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).

Hamburg, Conergy AG
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