

## **Warranty Conditions of Renusol Europe GmbH**

(As at July 29th 2019)

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*.
- 5.3

## **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, 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, FS18-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  $q_k=1.0 \text{ kN/m}^2$ , and
- ambient temperatures of no less than -30 °C and no more than 50 °C.