

## SYSTEM SOL-50

# GARANTIEZERTIFIKAT



1) SEN Solare Energiesysteme Nord Vertriebsgesellschaft mbH (hereinafter referred to as "Entrepreneur") grants its customers and their legal successors (hereinafter referred to as "Customers") a ten-year warranty for the durability of the components for its SOL-50 mounting systems if the mounting and installation are carried out properly and the conditions of use are complied with. This is to ensure that the modules and collectors of a solar system are securely mounted and provide for trouble-free production of energy during this period. The SOL-50 mounting systems are insertion systems, so that the modules are not screwed to the mounting system, but are connected positively via the profiling of the aluminium and rubber profiles. The mounting of the components on the roof is therefore possible without tools and saves considerable time. However, the warranty is only valid if the customer has purchased and used the complete system including all accessories from the contractor. It is intended to ensure the functionality of the system. The warranty only applies to the SOL-50 mounting systems (to articles with the note "system warranty of 10 years"), but not to modules and other parts of the solar system that are not part of the SOL-50 mounting system. Excluded from the guarantee are purely optical impairments, in particular impairments due to aging, such as colour differences and surface changes as well as deformations due to climatic changes and normal wear and tear.

2) During the warranty period, the Contractor guarantees, at its discretion, immediate replacement or repair of the affected components in the event of functional defects. Insofar as the installation of spare parts is necessary for this purpose, successor products may also be used if they are compatible with the system. If only a part of a component needs to be replaced or repaired, the warranty only covers this part. If the selected measure is unsuccessful after two attempts, the customer can demand the replacement price valid at that time up to the amount of the purchase price, provided that he himself takes care of the replacement, while the contractor takes care of the installation.

3) The guarantee applies to all components of the assembly system. However, the warranty does not cover functional deficits resulting from a lack of regular maintenance (at least every two years).

4) If a replacement or repair is to be carried out, the Contractor undertakes to pay a flat rate of 20% of the value of the goods of the component concerned. The guarantee does not cover the costs of dismantling an affected component, returning it to the Contractor, reassembling it or paying compensation. In particular, the loss of lost earnings in the form of compensation, in particular feed-in tariffs for the electricity generated, is not covered by the guarantee.

5) The guarantee is only effective as long as the mounting system remains in the photovoltaic system installed for the first time. If the system is relocated, it is only valid if the deinstallation and reinstallation have been carried out by a recognized specialist company.

6) The warranty period begins from the delivery date according to the delivery note. The replacement or repair of affected components does not lead to an extension of the period.

7) The guarantee is excluded if the mounting system has been incorrectly installed, commissioned, maintained, operated, repaired or incorrectly used, modified, damaged by unsuitable installation or application or exposed to an accident by a third party not authorised by the contractor. In particular, the warranty does not apply if the mounting system has not been installed by qualified personnel strictly in accordance with the installation instructions and in compliance with the statutory regulations, the generally recognised standards and the rules of technology. It is also excluded if the static requirements and the requirements for the substructure were not observed

during installation. It is also excluded in the event of the effects of chemicals, deposits and foreign matter and animal impact, in the event of natural forces and force majeure as well as in the event of vandalism and deliberate damage.

8) The guarantee is also excluded if the contractor's assembly instructions have not been observed. In addition to the assembly instructions provided, the continuously updated, detailed assembly instructions, which are available on the company's homepage ([www.sen.eu](http://www.sen.eu)) or can be downloaded free of charge from the company's website, must be observed.

9) The Customer shall notify the Contractor in writing within 14 calendar days of becoming aware of the defect. When asserting his claim from this declaration, the Customer shall prove his entitlement to claim by sending the Contractor's delivery note or the invoice for the installation of the system as well as the planning documents including the roof parameters. If the customer is unable to provide all or part of these proofs, he is obliged to reconstruct the documents. Upon request, the Customer shall provide the Contractor with all information necessary to determine the functional deficit and the damage and shall permit an inspection of the non-functioning or defective parts.

10) There is no claim under the warranty if the damage is covered by insurance or is usually covered.

11) The guarantee does not affect the customer's statutory warranty rights. The guarantee does not constitute a right of withdrawal, a reduction of the purchase price or compensation for direct or indirect damages.

12) The guarantee does not replace the guarantees of other contractual partners of the customer.

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