

## Terms of Guarantee

Product Guarantee for the novotegra Mounting System from BayWa r.e. Solar Energy Systems GmbH

## TERMS OF GUARANTEE

Under the following conditions, BayWa r.e. Solar Energy Systems GmbH guarantees that undernormal conditions of installation, application, operation and maintenance the components of thenovotegra mounting system are free of construction, processing and material defects, for 10 years from the date of receipt.

Only BayWa r.e. Solar Energy Systems GmbH may approve the warranty claim, and only through an independent test on-site. In the case of an approved warranty claim the liability is effected solely through a replacement delivery of the defective component. An approved warranty claim does not lead to an extension of the guarantee period, nor restart it. Subsequent to an accepted warranty claim, no further commitments and liabilities for additional and subsequent damages for BayWa r.e. Solar Energy Systems GmbH exist. Thus a limitation of the legalwarranty claims and the legal product liability is not given.

## WARRANTY CLAIM

In order to file a claim within 10 years, you must notify BayWa r.e. Solar Energy Systems GmbH in writing within two weeks of the detection of the fault and supply the purchase date, the original order confirmation and delivery note from BayWa r.e. Solar Energy Systems GmbH as proof of purchase. The guarantor is BayWa r.e. Solar Energy Systems GmbH, Eisenbahnstraße 150, 72072 Tübingen. The areas covered by this guarantee are based upon German law principles. Furthermore, our general terms and conditions apply in addition to this guarantee.

## **EXCLUSIONS**

Warranty claims under this guarantee cannot be made in case of:

- Faulty or incorrect installation according to the installation instructions.
- Unauthorised modifications or repairs.
- Inappropriate installation or use of the mounting system.
- Inappropriate transportation, storage or handling of the components.
- · Optical deficiencies in so far as the appearance does not have any influence on the performance of the component.
- Incorrect installation according to the static calculations, or installation instructions of other components (for example, the solar module).
- Failure to comply with universally valid norms that have to be respected during installation.
- Damage through e.g. smoke, exceptional thermal stress, salt loading or other chemical products.
- Forces of nature (natural hazard), force majeure, vandalism, destruction through external influences and / or persons / animals.

The cost to BayWa r.e. Solar Energy Systems GmbH for the removal and return of the defective component as well as for the re-assembly of the delivered component are excluded from this guarantee.

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