

WARRANTY CERTIFICATE

We confirm the warranty specified below for the following material

Material no: XXX

Serial no: XXX

Beginning of the warranty:

End of regular warranty:

End of extended warranty:

End of annual extension of the regular / extended warranty:

Date of issue:

Regular warranty

1. The limitation period for material defects starts upon the commissioning of the object, in any case at the latest 6 months after delivery of the object (passing of risk) or notification of readiness for dispatch in our works.
2. The extended warranty neither restricts the rights of the ordering party as a result of a possible longer statutory limitation period within the meaning of the Bürgerliches Gesetzbuch (BGB - German Civil Code), Section 438 (1) Nos. 1 and 2 (rights in rem or rights entered in the cadastral register as well as buildings and objects for buildings) or Section 634a (1) No. 2 (buildings and planning or supervision services for such buildings).
3. If within the limitation period, there is a material defect the cause of which already existed at the time of passing of the risk, we may as subsequent performance at our option remedy the defect or supply an object that is free from defects. The rejected product is to be sent to us or the nearest customer service office accepted by us for the respective product territory for repair. The costs of the cheapest transport to and from the buyer's German delivery address agreed upon for the original delivery of the products are for our account if the complaint turns out to be justified. We will remedy the defects by exchanging or repairing the defective products. Defects will only be remedied at the place of installation within the scope of special agreements according to our valid service conditions.
4. The warranty obligation does not apply if the product is changed by third parties or by the installation of third-party components unless there is no causal relationship between the defect and the changes, and if provisions regarding transport, packaging, installation, handling, use or maintenance are not complied with or if there is a case of faulty installation and/or commissioning by the buyer or third parties.
5. Natural wear and tear, force majeure and damage caused by improper handling are excluded from the warranty. In particular, we are not liable for changes in the state or operation of our products which are caused by improper storage or unsuitable resources as well as climatic or other effects outside of the specifications stated in the Operating Instructions (e.g. inadequate ventilation of the solar inverter, lightning, overvoltage, thunderstorms, fire, etc.). The warranty does not cover defects which are based on faulty designs or the selection of unsuitable materials if despite our prior notification, the buyer has prescribed the design or the material. We do not accept any warranty for parts provided by the buyer.
6. To enforce the warranty claim, the buyer has to return the rejected subject of the contract in its original packaging or at least an equivalent transport packaging to REFUso/, including a copy of the original sales slip indicating the date of purchase. In addition, the type label on the subject of the contract must be completely legible.
7. The buyer must give us or any third party obliged to warranty the opportunity to perform the warranty works and the time that is necessary for doing so. Except for the cases of Section 637 of the BGB, the buyer is only entitled to perform such work himself after having obtained our consent. We will bear the expenses necessary for the subsequent performance to an extent that must be proportionate to the value of the flawless object, the relevance of the defect and/or the possibility to achieve subsequent performance in any other form; any costs over and above this amount will be borne by the buyer.
8. The limitation period will be suspended for the duration of time necessary for the subsequent performance. It will not re-start.
9. If the subsequent performance fails, the buyer may rescind the contract or reduce the remuneration.
10. Further-reaching rights or claims over and above those detailed previously are not granted to the customer with this warranty certificate.
11. If any notification of defects turns out to be unjustified, we are entitled to invoice the buyer for all expenses that we have incurred due to this notification.
12. The provisions apply accordingly for defects in title that are not based on the violation of third-party property rights.

Extention of the regular warranty

13. The extended warranty begins upon expiry of the regular warranty. The annual extension of the regular warranty or extension warranty begins upon expiry of the preceding contractual period.
14. The provisions of the regular warranty will apply for the extended warranty or annual extension of warranty. However, in the case of material defects according to Item 3, the buyer will bear the cost of shipment and return shipment and/or travel and accommodation expenses for necessary on-site repairs.

