

WARRANTY CONDITIONS

Warranty Conditions of Aerocompact GmbH., Schlins Austria and Aerocompact Inc., Matthews NC.

1. Product warranty

1.1. Aerocompact warrants for the standard brand products it delivers that they are free from material and manufacturing faults. Any natural impairment is not deemed to be a fault.

1.2. The limited warranty period is 25 years from the date of delivery to the contracting party of Aerocompact.

1.3. The warranty of the Windsheet (Wind-deflector) and Ballastray is 10 years. Any natural impairment and corrosion is not deemed to be a fault.

1.4. Defective product components shall be replaced or rectified at the discretion of Aerocompact in an adequate time. The warranty shall, at the option of Aerocompact, include repair, replacement or the refund of the purchase price. The warranty excludes costs for the removal, transport and re-installation of the products as well as any loss of earnings. Further claims, in particular claims to damages, are also excluded. Replaced products components shall become the property of Aerocompact.

1.5. Aerocompact is not liable for damages to the roof cladding.

1.6. An approval from the module manufacturer for Aerocompact Products is required and Aerocompact is not liable for loss or damage to the module power and warranty.

1.7 All fleece products like the protection fleec between the aluminium and the roof or the groundfleece are not part of the warranty. We strongly recommend to maintain the protection pads annually.

2. The product warranty is excluded

> if the defect in a product component was caused by system components such as modules, cables, inverters, connectors etc;

> if the defect was caused by excess voltage, lightning, flooding, fire or similar events;

> if the products were impaired by misuse, negligence, accident, vermin, mechanical impact or force majeure;

> if the product components were destroyed, damaged or impaired by improper installation, application and handling, operation, storage or transport, by soiling or operation in unsuitable environment conditions;

> if the product components were technically manipulated in any manner whatsoever;

> if the products were subjected to third-party interference;

> if series numbers or identification plates were manipulated or the product components cannot be unambiguously

identified for any other reasons.

The warranty is only valid if the delivered product is maintained annually by certified inspectors.

3. Assertion of warranty rights

3.1. The warranty rights can be asserted against Aerocompact directly or via the contracting party of Aerocompact by using a written form upon presentation of copies of the respective delivery note and the invoice concerned of Aerocompact or the seller.

3.2. Aerocompact must be notified in writing of any obvious defects without delay, however within 7 days after receipt at the latest, and of hidden defects immediately after discovery. Product components objected to which are returned without prior written request to do so by Aerocompact shall not be accepted. Further claims in addition to those named above are excluded. In particular, a claim for the compensation of damage to any object other than the supplied product components is excluded. This shall not apply in case liability is prescribed by law for intent, gross negligence, the absence of warranted characteristics and the culpable breach of essential contractual duties. Aerocompact is also not liable for any other claims for damages of contracting parties, such as those based on a positive breach of contract, a breach of duties relating to contractual negotiations or tortious acts, unless Aerocompact its representatives or vicarious agents can be charged with gross negligence or intent. Aerocompact is also not liable for consequential damage.

3.3. The limitation period for claims for damages is six months from the time the risk is passed and six months after the damage occurred at the latest.

The present warranty conditions supersede any previous warranty conditions. Aerocompact is not liable for any additional damage, consequential damage or any other kind of damage caused. The laws of Austria or the United States of America apply. Jurisdiction Feldkirch Austria or Charlotte North Carolina.

February 6th 2018

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