

## **Guarantee conditions for PV products from Steca Elektronik GmbH**

In accordance with statutory regulations within the European Union, there is a 2-year legal guarantee on all Steca PV products for the customer.

All Steca PV products purchased come with a 2-year commercial guarantee from Steca Elektronik GmbH. For various Steca stand-alone inverters and PV controllers, there is an extended commercial guarantee of 5 years.

### **1. Commercial guarantee entitled products**

The commercial guarantee applies to Steca PV products manufactured by Steca Elektronik GmbH (subsequently referred to as Steca) so long as these were evidently bought as new from Steca or from a Steca authorized wholesaler, specialist retailer or specialist installation company ("products with commercial guarantee").

The **5-year commercial guarantee** applies to the subsequent Steca product ranges Solsum<sup>1)</sup>, Solarix, Tarom, Power Tarom and Extender:  
for these products with a manufacture date from 1 June 2012, a 5-year commercial guarantee applies.

This voluntary commercial guarantee begins from the invoice or receipt date and ends 5 years after the receipt date (receipt of purchase held by the customer), or at the longest, 5.5 years after the production date. This commercial guarantee applies to products which have been purchased within an EU country, and in other countries in which Steca sells its products on the market.

The legal guarantee entitlements are not restricted by the commercial guarantee.

To be able to make a claim under the guarantee the customer must provide proof of purchase (payment receipt).

If a problem arises, the customer must first contact his or her dealer/installer or Steca Elektronik GmbH.

### **2. Beneficiary of this commercial guarantee**

Steca only issues this commercial guarantee to operators who have purchased a product with a commercial guarantee entitlement and who operate this product themselves ("commercial guarantee entitled operator"). Evidence is considered to have been provided when the receipt of purchase of the product is presented to Steca which has been issued to the operator for whom a guarantee has been authorised. Dealers of any type or trade level acquire no rights and entitlements from Steca whatsoever from this commercial guarantee.

### **3. Area of application and duration of the commercial guarantee**

The commercial guarantee gives the commercial guarantee entitled operator guarantee claims against Steca.

This guarantee only covers claims relating to the rectification of product faults.

One shortcoming in terms of the commercial guarantee is a not insubstantial impairment of the functioning of the commercial guarantee entitled product. Commercial guarantee claims from the respective vendor and legal product liability entitlements remain unaffected by the commercial guarantee.

The commercial guarantee applies to failings that evidently occur on the part of the commercial guarantee entitled operator between the date of purchase (receipt of purchase date) and the end of the 60th month of a commercial guarantee entitled product ("commercial guarantee period").

Legal guarantee claims of any kind cannot be drawn from this commercial guarantee. All claims from the commercial guarantee are to be made by the commercial guarantee entitled operator to Steca within two months following the first incidence of a fault. Such guarantee claims must be reported to your point of sale (retail chain) or if necessary, directly to Steca. After two months, no further claims can be made from this commercial guarantee.

<sup>1)</sup> does not apply to Solsum ESL 5,7,11W / Solsum VC / Solsum x.x i / Solsum x.x. B

#### **4. Enforcement of the commercial guarantee**

The following procedure should be followed in order to process a guarantee claim.

First, it should be clarified to what extent the problem could be caused by the product.

In order to do this, contact your point of sale or report to Steca directly.

A defective device should be sent together with a description of the fault, a copy of the receipt of purchase and a description of the system used to the point of sale or directly to Steca.

Steca will analyse the device in the case of a guarantee claim and if necessary, repair or replace it and send it back free of charge within the EU. Outside of the EU, the customer shall send the product to Steca free of customs duties. In the case of a guarantee claim, Steca shall return the repaired device or send a replacement device to the specialist dealer. Delivery is made to the agreed destination (CIP). The freight costs are covered by Steca. Any customs duties which may arise will be initially paid by the specialist dealer, and may be reimbursed by Steca if this has been agreed.

If there is no guarantee claim entitlement, the customer will be informed and will on request receive at their own expense a price recommendation for the repair work or an offer for a replacement device.

In cases of inspection of an intact device without faults and rejection of a price recommendation, Steca retains the right to charge a standard fee.

If no repair or replacement is made, the customer bears the costs for any return postage of the defective product. However, Steca also offers correct disposal, free of charge, of the defective device.

#### **5. Defects in materials and workmanship**

The commercial guarantee and legal guarantee only apply to defects in materials, workmanship and software, insofar as these can be attributed to inadequate professional ability on the part of Steca.

Steca reserves the right at its own discretion to repair, adapt or replace the faulty products. If an error is found in the software, a software update can be installed. There is no general claim entitlement for a software update for a product extension.

For products repaired or replaced by Steca, the commercial guarantee applies up to the expiration of the original period of guarantee.

As a rule, Steca offers a 6-month guarantee on repair work.

#### **6. Rights from the commercial guarantee – damages and costs not covered**

In the event of a fault to commercial guarantee entitled products occurring during the commercial guarantee period, a free repair or exchange of a product exhibiting at least the same specifications is carried out at the discretion of Steca. The repair and the exchange are carried out exclusively in the Steca factory or at service points authorised by Steca.

The original or at least equivalent packaging must be used for shipment to Steca. The full cost of shipment is to be met by the commercial guarantee entitled operator. If the fault is covered by the guarantee, Steca bears the costs for the return postage. If the fault is not covered by the guarantee, the customer will be charged for the return postage. Any damage caused during transport must be reported immediately to the carrier company.

Any claims from this commercial guarantee, above and beyond a free repair or a free replacement are excluded, in particular, claims for reimbursement for financial losses caused by failings, such as lost income resulting from failure in output, assembly and disassembly costs and the costs of fault diagnostics. Steca can claim a lump sum from the commercial guarantee entitled operator for work per product supplied, if no significant fault is detected on the commercial guarantee entitled product supplied, or if no claim is made on the commercial guarantee on other grounds.

This commercial guarantee does not cover service work conducted on the product on site, or repairs or replacement.

## **7. Guarantee exclusion clause**

The guarantees on products from Steca Elektronik GmbH described under point 1 are not valid in the event that the fault is attributable to: (1) specifications, designs, accessories, or components added to the product by the customer or at the wish of the customer, or special instructions from the customer relating to the production of the product, the connection (of Steca products) with other products, or copies of the product, that are not explicitly approved by Steca Elektronik GmbH; (2) modifications or adjustments to the product by the customer, or other causes due to the customer; (3) incorrect arrangement or installation, incorrect or careless handling, accident, transport, overvoltage, storage or damage caused by the customer or other third party; (4) unavoidable accident, fire, explosion, construction or new construction of any kind in the environment where the product is located, due to natural phenomena such as lightning, earthquakes, flooding, or storms, or any other cause outside the control of Steca Elektronik GmbH; (5) any other cause that could not be foreseen or avoided with the technology used in manufacturing the product; (6) if the serial number and/or the type number has been manipulated or rendered unreadable; (7) the use of the solar products in a movable object, for example ships, mobile homes, or others; (8) lack of observance of the care instructions and maintenance measures relating to the product recommended by Steca in the operating instructions. (9) The housing is damaged, contaminated or painted in such a manner that no cleaning or repair is possible.

## **8. Transferability of the commercial guarantee**

The commercial guarantee described applies only to those entitled to the commercial guarantee (see item 2).

The guarantee described here is not transferable to a third party. The customer shall not transfer his rights or responsibilities resulting from this in any way, without the prior written approval of Steca Elektronik GmbH. Furthermore, Steca Elektronik GmbH shall in no case be liable for indirect damage or loss of profit. Unless otherwise specified by any applicable compulsory legislative regulations, Steca Elektronik GmbH shall also not be liable for any other damages other than those for which Steca Elektronik GmbH has hereby explicitly accepted liability.

## **9. General rules**

Claims of the commercial guarantee entitled operator from this commercial guarantee are only transferable to a third party with the previous written approval of Steca.

The effectivity of the remaining rules of the commercial guarantee remains unaffected should one of the stipulations in this commercial guarantee be or become ineffective. In place of the ineffective stipulation or stipulation that becomes ineffective, an effective rule is automatically agreed, that comes as closely as possible to the ineffective stipulation/stipulation that becomes ineffective in terms of its economic content. In the case of a missing stipulation, the preceding rule applies accordingly. This commercial guarantee is exclusively subordinate to the legislation of the Federal Republic of Germany excluding the regulations of international private law and UN CISG (Convention on Contracts for the International Sale of Goods). The exclusive place of jurisdiction for all contentions resulting from or in connection with this commercial guarantee is Memmingen, Germany; provided the customer is a registered trader.