

Warranty conditions for string inverters of the PAC series

Manufacturer's warranty of Oelmaier Technology GmbH, Kolpingstr. 2, 88416 Ochsenhausen

1.a Guarantee time and Warranty

The legal warranty time is 24 months. The legal guarantee amounts 24 months from handing over of the string inverter from the manufacturer to the vendor and is to be asserted by the end customer (plant operator) towards the vendor. Oelmaier Technology GmbH grants a manufacturer's guarantee of 8 years on the string inverters of the PAC series from delivery factory and is to be asserted during the guarantee phase by the shop assistant towards the manufacturer. During this time Oelmaier Technology GmbH guarantees the proper function of the string inverter. At the end of the warranty time the guarantee claim can be called upon by the end customer (plant operator) towards the manufacturer.

These guarantee terms are valid, provided that no divergent single-contractual and written regulations have been agreed upon between Oelmaier Technology GmbH and the vendor or end customer.

2. Products

The manufacturer's guarantee is valid for string inverters delivered as new of the PAC series by Oelmaier Technology GmbH and further products of the company Oelmaier Technology GmbH which explicitly are declared on these guarantee terms. Exchange devices, used products and products which explicitly are not pointed out to these conditions, are excluded from the 8-year-old manufacturer's guarantee.

3. Specific terms and conditions

- a.) The affected devices must be acquired by one of the Oelmaier Technology GmbH certificated or authorised specialist suppliers and the devices must have been mounted in accordance to the assembly specifications.
- b.) The original invoice of the specialist supplier must be existent and can be required by the Oelmaier Technology GmbH in copy.
- c.) The original serial number is mounted on the device (type sign) and still readable.
- d.) The defect is not a result of one of following points quoted in section 4.

4. Exclusion of guarantee claims:

For the complaint acceptance and complaint treatment by Oelmaier Technology GmbH the following information and documents of the affected string inverter is required:

- Device-, type and serial number
- Copy of invoice and guarantee document for the string inverter
- Copy of the introduction protocol and introduction date
- Error message on the display (if available) and other information to the defect / for the error
- Detailed information to the whole arrangement (modules, boarding etc.)
- The documents for preceding complaint or exchange process (if applicable)

After the complaint has been accepted by Oelmaier Technology GmbH they decide by their own judgement how and where the repair or improvement will take place or whether the defect unit must be substituted with an exchange device. No claims for an on site-repair, for an exchange device and on profit failure compensation exist.

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Guarantee achievements can only be provided by Oelmaier Technology GmbH if a copy of the invoice which the trader or assembly operator issued can be presented by the end customer for the defective device and the type sign is entire and readable. In case of the non-fulfilment Oelmaier Technology GmbH reserves itself the right to reject guarantee achievements.

Guarantee achievements are basically excluded by:

- Not designated use of the device
- Improper installation or service not executed appropriately by norm
- Non-compliance of servicing work and Intervals prescribed in the manual
- Operation of the device with defective protective equipment
- Unauthorized technical changes or repair attempts to the device
- Damage affected by foreign matter and act of nature (e.g., bolt of lightning, overvoltage, storm, fire etc.)
- Insufficient ventilation of the device
- Nonobservance of the appropriate safety regulations (VDE among other things)
- Damage in transit and installation damages
- Causes by faulty planning or faulty installation of the whole arrangement
- „grey market imports“ to countries for which the device is not admitted or approved
- Connection to not suitable and/ or defective periphery devices

5. Ranges of application and assertion of the manufacturer's guarantee

The manufacturer's guarantee is valid for defects of guarantee-entitled products which appear in use for within the guarantee time with the operator. The duration of the guarantee ends at the latest 8 years after delivery date of the product. If a product is repaired during the guarantee time or is exchanged, the original guarantee time of the original device continues. The guarantee claims are to be asserted in written form to Oelmaier Technology GmbH. In each case the valid form must be submitted satisfactorily (exchange contract and requirement form is to be downloaded for exchange devices) to Oelmaier Technology GmbH (www.oelmaier-technology.de).

With appearance of a lack which influences the functionality of the device – in case of a string inverter not feeding satisfactorily into the net Oelmaier Technology GmbH decides to repair or to exchange against an equivalent device.

Repair on site or device exchange is handled exclusively by service forces assigned by the manufacturer or by an authorised commissioned service partner company.

Each claim regulation that implies more than a free repair or a free exchange based on the manufacturer's guarantee is excluded, in particular claims of substitute from lack-conditioned property damages as for example loss of profit including a reimbursement for a net feed which was not able to take place.

Repair costs refer only to the string inverters. All other costs as for example removal and installation, transport, cargo and duty are not to be refunded.

6. Services at the end of the guarantee:

For string inverters of the PAC series the repair costs are calculated according to actual expenses after the guarantee time has expended. Provided that the string inverters are repaired by Oelmaier Technology GmbH in Ochsenhausen, the customer will receive a quotation before the repair is carried out. After release of the costs and receipt of a repair order by the customer the repair of the defective string inverter will be immediately arranged for.

For repairs beyond the guarantee time as well as repairs which are subject to a charge will be calculated to the valid repair rates at that time.

- Repair costs per hour for Technician at Oelmaier Technology GmbH
(Billing to each ¼ hour) billed at cost

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- Working hour/Hour drive Technician for Service operation
(Billing to each ¼ hour) billed at cost
- Operating hours/Hour drive of assistant for service assignment
(Billing to each ¼ hour) billed at cost
- Costs Motor Vehicle Car/Transporters
(Billing for driven kilometres) billed at cost
- Costs Motor Vehicle / Transporters
(Billing for driven kilometres) billed at cost
- Materials/Spare Parts: billed at cost
- Expenses and accommodation: billed at cost

The prices are net prices plus the valid legal value tax.

If no defects are ascertained with a sent in product, or if, on this occasion, no guarantee claim exists, Oelmaier Technology GmbH is entitled to charge for resulting costs (Examination, charge for carriage etc.) to the sender.

Claims to guarantee become time-barred six months after the appearance of the lack as well as three months after the end of the guarantee period.

7. General / regulations:

Claims of the guarantee-entitled operator from this manufacturer's guarantee are transferable to a third party only with a previous written approval by Oelmaier Technology GmbH.

Should a regulation of this manufacturer's guarantee be or become ineffective, the effectiveness of the remaining regulations of the manufacturer's guarantee remains untouched. Instead of the ineffective regulation an effective regulation is automatically valid as agreed upon which comes as close as possible to the invalid regulation or its economical character. In case of a gap preceding regulation is valid accordingly.

This manufacturer's guarantee is subordinate exclusively to the right of the Federal Republic of Germany to the exclusion of the regulations of the international private law and the UN-purchase right. Exclusive legal venue for all disputes from or in connection with this manufacturer's guarantee is 88400 Biberach.

These guarantee regulations are changeable only in writing between manufacturer and guarantee beneficiary. Verbal assents, approvals of third parties, additional agreements or other are not valid.

Ochsenhausen, 21.09.2010

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