AEROCOMPACT®

WARRANTY CONDITIONS FOR AEROCOMPACT® PRODUCTS

PREAMBLE

Aerocompact® develops, manufactures and distributes aerodynamically optimized solar racking (product) for mounting photovoltaic modules. The products may only be commissioned or erected by an authorized and trained specialised contractor. Subject to the conditions set forth in these warranty terms, Aerocompact® provides the product warranty described below.

1. PRODUCT WARRANTY

Aerocompact® warrants its own distributed products to be free from defects in material and workmanship. Natural deterioration, i.e. a change that has no effect on the functionality of the product, does not constitute a defect (e.g. white rust, etc.).

2. REQUIREMENTS

2.1. Aerocompact® only warrants those Aerocompact® products that have been installed based on a project report created through the Aerocompact® online platform (current name „AEROTOOL"). Installation must be performed by a professional contractor in accordance with Aerocompact® installation instructions and the project report. Professional contractor is a company that is familiar with the installation and maintenance of photovoltaic systems as part of its normal business operations.

2.2. The product warranty remains valid within the granted term only if the delivered products are serviced annually by a specialized company and the maintenance report created in the process is submitted to Aerocompact®.

2.3. A tight roof cladding must be ensured by the customer. Aerocompact® does not accept any liability for damage that may occur if the roof cladding is no longer watertight.

2.4. All fleece products such as between metal and roofing, like the fleece for the protection of vegetation, are maintenance items and excluded from the warranty. Aerocompact® recommends annual maintenance of the protection pads.

2.5. Aerocompact® guaranties no product and/or performance warranties for the modules or other third-party products installed with the Aerocompact® product. AEROCOMPACT® also guarantees no product and/or performance warranties for the compatibility of its products with third-party products. It is the responsibility of the installing company to check and ensure that a combination of AEROCOMPACT®'s product with third-party products is technically possible and does not cause any damage, such as a decrease in module performance.

2.6. The product warranty is excluded,

- if the defect of the products was caused due to system components such as cables, inverters, connectors or similar;
- if the damage or loss of power was caused by overvoltage, lightning, flood, fire or similar events;
- if the products have been affected by misuse, negligence, accident, vermin, mechanical influences or force majeure;
- if the products have been destroyed, damaged or impaired by improper installation, use and handling, operation, storage or transport, by contamination or operation under unsuitable environmental conditions;
- if the products have been technically manipulated in any way;
- if the products have been subjected to third party interference;
- if serial numbers or type plates have been subject to tampering or the products cannot be clearly identified for other reasons.

3. ELECTIVE AEROCOMPACT®

In the event of a claim, Aerocompact® has the option to fulfill the warranty obligation by repairing, replacing (exchanging) the defective product, or refunding the dealer purchase price paid for the defective product.

4. SCOPE OF THE PRODUCT WARRANTY

The warranty does not cover costs for the removal, transport and reinstallation of the products or any loss of earnings. Further claims, in particular those for damages, are also excluded. Replaced materials become the property of Aerocompact®.

5. PRODUCT WARRANTY PERIOD

5.1. The term of the product warranty is 25 years from the date of delivery to the Aerocompact® contractor.

5.2. Notwithstanding the above, the product warranty period for steel products such as wind deflectors, ballast pans, etc. is 10 years from the date of delivery to the Aerocompact® contractor.

5.3. Furthermore, the GS system has a different service life, which varies depending on the place of installation, namely 25 years for inland areas with a latitudinal distance of 5 km inland from the coast, provided that no other environmental influences lead to a corrosion rate >2.1 µm/year. For coastal areas within 5km latitudinal distance from the coast and areas which have a corrosion rate >2.1µm/year due to other environmental influences, the term is 10 years.

5.4. Natural deterioration and corrosion do not constitute a defect. Natural deterioration, i.e. a change that has no effect on the functionality of the product, does not constitute a defect (e.g. white rust, etc.).

5.5. The assured warranty is not extended by additional delivery, replacement or repair.

6. ENFORCEMENT OF THE PRODUCT WARRANTY

6.1. The product warranty may be enforced by submitting copies of the applicable delivery bill and the applicable invoice from Aerocompact® or the seller using the „Claim“ form to Aerocompact® directly or through Aerocompact®‘s contractor.

6.2. Aerocompact® must be notified in writing of detectable defects immediately, but no later than 7 days after receipt of the product, and of non-detectable defects immediately after discovery within the same period.

6.3. Aerocompact® is entitled to inspect the product in the event of the alleged occurrence of a warranty claim.

6.4. These warranty conditions supersede any previously given warranty conditions. Aerocompact® shall not be liable for any additional, consequential or other damages however caused.

7. APPLICABLE LAW AND PLACE OF JURISDICTION

7.1. All disputes arising under these warranty terms and conditions, including disputes as to the existence or non-existence of these warranty terms and conditions, shall be subject to the exclusive jurisdiction of the courts located at Aerocompact® ’s principal place of business.

7.2. These warranty provisions shall be governed exclusively by the laws of the Republic of Austria, excluding the UN Convention on Contracts for the International Sale of Goods and other conflict of law provisions.

8. The original of this document is written in German. Any translations are machine translated and are for convenience only. The original language document takes precedence in questions of interpretation.

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