

Warranty Terms and Conditions of K2 Systems GmbH

1. WARRANTY

1.1. We provide a warranty for end customers under the requirements of these warranty terms and conditions that the products sold under our brand name "K2" will be free of defects in material and workmanship for a period of twelve (12) years from the date of commissioning.

1.2. This warranty applies to our products delivered between 01-11-2019 and the day on which the new warranty terms and conditions come into force. The existing rules apply for our products delivered before 01.11.2019.

1.3. This warranty is intended solely for end customers. It does not apply to distributors, installation companies or second-hand owners. End customers are the purchasers of our products, who have purchased them for their own requirements and not for the purpose of resale or who have purchased a solar system (possibly in combination with a building) with our products installed in it. Our warranty does not apply to products that have been removed and reinstalled, except for repair purposes, or used for any other purpose.

1.4. This warranty is an independent, voluntary and free benefit provided for end customers, which has no influence on possible quality agreements between the end customer and the seller of our products (if this is not us).

1.5. Claims under this warranty may not be transferred to third parties.

1.6. This product warranty applies within the European Union or within the third country in which our product was first put on the market by us. Warranty claims can only be asserted within the twelve-year warranty period. An extension of the warranty period is excluded, regardless of the legal grounds.

1.7. This warranty is only extended to the seller of our products irrespective of statutory warranty claims. Such claims are neither limited nor justified against us, in so far as no direct purchase contract exists with us.

2. WARRANTY SERVICES

2.1. In the case of a warranty claim, we will at our own discretion either repair the product free of charge, supply a free replacement or reimburse you at the product's current market value. An equivalent of the original component is also deemed to be a replacement.

2.2. A repair and replacement delivery or a reimbursement at the current market value are the sole and exclusive services provided under this warranty. Other services are not provided under this warranty. In particular, we accept no costs for the removal of a defective component, the return transport to us or the authorised seller as well as delivery and reinstallation on the basis of this warranty.

3. EXCLUSIONS AND LIMITATIONS

3.1. Claims under this warranty may not be asserted for a defect on one of our products

- ▶ due to forces of nature, force majeure and other unforeseeable circumstances outside our direct control, such as earthquakes, typhoons, hurricanes, volcanic eruptions, floods, lightning, snow damage or nuclear incidents
- ▶ due to improper maintenance, in particular a repair or modification made by third parties not expressly authorised by us
- ▶ in the case of a purely visual defect or normal wear and tear through use
- ▶ as a result of failure to observe the applicable rules based on the latest technology, the applicable standards and building regulations and information from the static calculation for the mounting system or guidelines in the assembly instructions

3.2. The assertion of this warranty also presupposes that our products are used properly for their intended purposes and they do not show signs of wear and tear or external damage that exceed the amount expected for normal use. Furthermore, it is essential to observe our assembly instructions. It is a mandatory prerequisite for the assertion of this warranty to comply with the safety instructions and warnings contained therein and observe the assembly and operating instructions.

3.3. Excluded from the warranty are rubber components or plastic components that have no function and parts that are exclusively a mounting aid and have no effect on the function of the products.

3.4. Our total liability under this warranty is limited to the purchase price of the defective product. We accept no liability in particular on the basis of this warranty for incidental damages, loss of profits, consequential damages or indirect damages, any failure of electrical capacity and/or compensation from an energy supply company. Statutory warranty claims or tortious claims against us as well as claims under the Product Liability Act remain unaffected.

4. WARRANTOR, ASSERTION OF THE WARRANTY, COMPLAINT PERIODS

4.1. The warrantor is K2 Systems GmbH, Industriestr. 18, 71272 Renningen, Germany (<https://www.k2-systems.com>).

4.2. Claims under or in connection with this warranty must be asserted within the twelve-year warranty period at the latest six weeks after the occurrence of the event triggering the claims and notified to us in text form (e.g. by letter or E-mail) (if necessary, through the customer's contractual partner as a provider/messenger). Late complaints are not taken into account. The decisive factor for compliance with the warranty period is the timely receipt of the notification by us or by the customer's contractual partner, provided that they pass the complaint on to us immediately.

4.3. The customer is only entitled to return products under complaint with our prior written consent.

4.4. The assertion of warranty claims must be accompanied by the following documents and information: contact details of the end customer, date of commissioning, K2 Base project report (if available), sufficiently detailed photos (overall view of the system and detailed picture of the defect) as well as the original quotation for the installation of the system or the order confirmation related to this.

4.5. This warranty and legal disputes related to this warranty are governed by the law of Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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