



## Warranty conditions

### A. Product warranty

S:FLEX GmbH, Reinbeker Weg 9, 21029 Hamburg (hereinafter referred to as "S:FLEX GmbH") places the highest demands on the quality of its products. These are manufactured in compliance with the highest quality requirements. S:FLEX GmbH (warrantor) grants the following product warranty to its customer as direct contractual partner (warranty holder) after corresponding agreement.

Subject to the conditions of this warranty, the warrantor guarantees to the warranty holder that the metallic components of the frames are free from defects in material and workmanship for a period of 10 years from the transfer of risk. This warranty does not apply to wear parts.

This **product warranty** applies exclusively to S:FLEX frame systems.

### B. Warranty conditions

#### 1. Warranty benefits

If a warranty claim exists in accordance with the following warranty conditions and a frame shows a defect within the agreed warranty period, the frame will, at our discretion – unless this is impossible or disproportionate –

- be repaired by us or
- be replaced with a replacement frame of equal value in terms of type and age.

Should the type of frame no longer be produced at the time of the warranty claim, the warrantor reserves the right to supply another type of frame which may have deviations in size, shape, colour or similar. For new frames that are delivered or repaired to this extent, only the remaining period of the original warranty period applies. The transport or shipment of the frames to and from the warrantor may only be carried out with the prior agreement of the warrantor. If the warrantor agrees to the intended measure, the warrantor shall bear the transport or shipping costs incurred in carrying out the measure.

#### 2. General warranty conditions

2.1 The guarantee shall exclusively substantiate claims of commercial end customers who are entrepreneurs pursuant to Section 14 BGB (German Civil Code). Third parties may only make warranty claims if we agree to this in writing beforehand.

2.2 This warranty applies independently of statutory warranty claims or non-contractual claims. This warranty is an independent, voluntary and gratuitous performance by the warrantor, which has no influence on the quality agreements between the seller and the buyer.

2.3 The warranty shall apply exclusively to S:FLEX frame systems supplied to warranty holders in the UK.

2.4 Warranty claims can only be asserted within the applicable warranty period. An extension of the warranty period, for whatever legal reason, is excluded.

### 3. Limitations and exclusions of liability

3.1 A prerequisite for a claim under the warranty is the proper and correct application, installation, maintenance and use of the frame under normal operating conditions. Furthermore, compliance with the installation, maintenance and operating instructions, including the safety and warning instructions mentioned therein, is a prerequisite for a claim under the warranty. The warranty claim does not cover wear parts.

3.2 A warranty claim shall not be deemed to exist if damage to or impairments of the product

- have arisen because the product was not transported, installed, assembled, tested, repaired or operated in accordance with our assembly and operating instructions or the product was transported, installed, assembled, tested, repaired or operated contrary to the generally recognised rules of technology;
- have arisen because the product was not stored properly before or during assembly;
- have arisen because the product has not been used or operated in accordance with the agreed technical specification or contrary to its intended use;
- have arisen because the product has been exposed to exceptional environmental influences or force majeure (lightning, hail, fire, storm, natural disasters, etc.) or vandalism or theft;
- have arisen due to corrosion, e.g. as a result of oxidisable metal combinations on the photovoltaic field (e.g. chemical reactions with copper);
- have arisen because the load-bearing capacity of a roof structure or the floor was not ensured in accordance with the generally recognised rules of technology and the applicable technical standards before the frames were installed;
- have arisen because the roof construction or the floor does not comply with the requirements/ specifications in the assembly instructions for the respective product;
- have arisen due to tampering with and modifications to the product or its accessories without the express consent of S:FLEX GmbH;
- have arisen due to the product not being serviced once a year by qualified personnel;
- have arisen due to the use of accessories or spare parts or other components other than original S:FLEX parts.

3.3 The warranty claim does not apply to cosmetic defects, i.e. minor deviations from the nominal condition which are insignificant for the value and the intended use.

3.4 The warrantor shall not be liable for delays in performance under this warranty due to force majeure, war, warlike conditions, riots, strikes, epidemics, fire, flood or other similar circumstances beyond the control of the warrantor.

3.5 Claims going beyond the rights stated in the warranty conditions, in particular for compensation for direct or indirect damage, such as in particular loss of profit, as well as damage due to business interruptions or damage resulting from the dismantling, examination, disposal, reinstallation or transport of the defective product as well as the product to be delivered, are not covered by the warranty. The total extent of liability under the warranty is limited to the purchase price payable by the customer for the product.

3.6 The aforementioned limitations of liability shall not apply to claims

- for damages due to intentional or grossly negligent damage caused by our legal representatives or vicarious agents;
- for slight negligence, insofar as and to the extent that the warrantor's legal representatives or vicarious agents have breached an essential contractual obligation (cardinal obligation), the fulfilment of which enables the proper performance of the contract in the first place and on the observance of which the customer may regularly rely;
- for damage to life, limb or health for which our legal representatives or vicarious agents are responsible;
- in the event of a mandatory statutory strict liability, in particular under the Product Liability Act.

### 4. Procedure in the event of a claim

4.1 In the event of a warranty claim, please contact:

S:FLEX GmbH	Tel: +49 761 888 5608 0
Reinbeker Weg 9	Fax: +49 761 888 5608 39
21029 Hamburg	Email: <a href="mailto:order@sflex.de">order@sflex.de</a>

Please note that components that are the subject of a claim and are received by S:FLEX GmbH without prior telephone notification cannot be accepted.

4.2 Please always have the following information ready when calling:

- your name and address and a telephone number where we can reach you;
- model designation of the frame;
- location and address of the frame installation;
- installation date;
- project-related technical documentation;
- complete list of observed errors and other information that can aid our assessment;
- proof of purchase.

4.3 The employees of S:FLEX GmbH will inform you about the next steps and provide you with your individual claim number, which you can quote when obtaining information about the processing of your case. Please always quote this claim number in future correspondence or in the subsequent handling of the claim.

4.4 Insofar as you are requested by the employees of S:FLEX GmbH to send certain documents to process the claim, these are to be sent by post or fax to the address contained in clause 4.1.

## 5. Final provisions

5.1 Rights arising from and in connection with this warranty are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

5.2 As a general rule, the head office of the warrantor or, at the warrantor's option, the establishment of the warranty holder named in the order letter shall be agreed as the exclusive place of jurisdiction, provided that the requirements of Section 38 of the German Code of Civil Procedure (ZPO) are met and nothing else has been agreed. The warrantor may also be sued in the court at its place of business.

5.3 The language of the warranty is German. If there are any contradictions between the foreign language version and the German version, the German version shall prevail.

5.4 Should any provision of these warranty conditions be invalid, this shall not affect the validity of the remaining provisions. In the event of an invalid provision, the provision which comes closest to the intention of the parties and the economic purpose of the contract shall apply.