

Solar Mounting Materials Limited Warranty of Autarco Group BV

Autarco Group BV (hereafter "Autarco") guarantees that its solar mounting materials (hereafter "Product(s)") are designed and manufactured for a long life span and provides the following limited warranty:

1. Limited Product Warranty

Subject to the below exclusions, Autarco warrants that its Products will be free from defects in materials and workmanship under normal conditions of use, installation, and maintenance. If, within ten (10) years counting from the date of delivery, damages or defects occur in the course of use due to the use of inferior materials and / or bad workmanship, confirmed by Autarco, Autarco will, at its sole discretion, repair or replace the Product(s), or refund the purchase price within the above specified period.

Repair, replacement or a refund of the purchase price are the only and exclusive performances guaranteed under this "Limited Product Warranty" which is limited to the above specified period.

2. Exclusions and limitations

- 2.1. In any event, all warranty claims must be filed within the applicable warranty period.
- 2.2. The "Limited Product Warranty" do not apply to any Product(s) damaged by:
 - Negligence during storage, transport or handling.
 - Incorrect operation, inappropriate use or accidents.
 - Alternation, improper installation or improper application.
 - Repair or modification by someone other than an approved service technician of Autarco.
 - Use on mobile objects such as automobiles, ships, etc.
 - Force of nature, force majeure, or other unforeseeable circumstances outside of the range of the influence of Autarco, for instance, earthquake, typhoon, whirlwind, volcanic eruption, flood, lightening, snowstorm, war, etc.
 - Unknown industry technical failures at the time of the delivery.

3. Limitation of Warranty Scope

- 3.1. This "Limited Product Warranty" replaces as well as excludes all other explicit or implicit warranties including but not limited to those from commercial law(s) and those of the suitability for a particular application, and all other obligations and liabilities on the part of Autarco, unless those warranties, obligations and liabilities disclaimed herein are otherwise explicitly pledged by Autarco in written form.

- 3.2. Autarco shall have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the products, including, without limitation, any defects in the products, or from use or installation.
- 3.3. Autarco is only liable for the direct loss of materials. Under no circumstances shall Autarco be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded.
- 3.4. The limited warranties do not cover any transportation charge and customs clearance costs for return of the Product(s), for reshipment of any repaired or replaced Product(s), or cost associated with installation, removal or re-installation of the Product(s).
- 3.5. Autarco's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer.

4. Transferability

- 4.1. This warranty is extended to the original end-user, and is transferable to any subsequent owner of the location or subsequent holder of the product when product(s) remain at their original installed location upon satisfactory proof of succession or assignment.

5. Claims

- 5.1. If you have purchased a Product from a retailers or distributors you are kindly required to contact them and follow their instructions on claim processes.
- 5.2. Every claim to warranty must follow the Return Material Authorization ("RMA") process. This starts by submitting a claim in writing to:

Autarco Group BV
Schansoord 60
5469 SH
Erp
The Netherlands

Or email to:

support@autarco.com

Such notice should enclose;

- Evidence of the date of delivery of the applicable product and the basis for the claim.
Warranty claims may only be made by the original buyer or a person to whom the title

to the Product has been transferred, provided that the Product remains in their original location and configuration.

- A field report in the format provided by Autarco which may change from time to time, but will include detailed description of claim.
- 5.3. Upon receipt of such written claim, Autarco may seek further verification of the claim.
 - 5.4. Upon written RMA authorization by Autarco and according to return packaging and shipping instructions from Autarco, the allegedly-defective Product may be returned to Autarco.
 - 5.5. Autarco will not accept the return of any product unless prior written authorization has been given by Autarco.
 - 5.6. Autarco will not accept the return of any product unless the packaging and shipping instructions provided by Autarco were adhered to.
 - 5.7. Autarco will feedback on the claim and suggested solution as soon possible and within maximum thirty (30) days after accepted receipt of returned Product.

6. Other terms

- 6.1. Autarco reserves the right to deliver another type of Product(s) with difference in size, form, color and / or output if the type of the reclaimed Product(s) is no longer produced at the time of complaint.
- 6.2. The repair, replacement or additional delivery of the Product(s) neither renews nor extends the period of the warranties.
- 6.3. Any replaced Product shall become the property of Autarco.

7. Severability

- 7.1. If a part, provision or clause of this “Limited Product Warranty”, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this “Limited Product Warranty”, and to this end such other parts, provisions, clauses or applications of this “Limited Product Warranty” shall be treated as severable.

8. Disputes

- 8.1. Any dispute(s) arising out of the RMA process or related to this “Limited Product Warranty” should be made within one (1) month after the cause of the dispute(s) appeared, otherwise the claim will not be accepted.
- 8.2. Disputes between Autarco and the claimant, including disputes regarded as such by only one party, shall be resolved as far as possible through proper consultation.

- 8.3. If the parties do not reach a solution amicably TÜV Rheinland has the jurisdiction to settle the disputes although Autarco is always entitled to submit the dispute to another competent body. All fees and expenses shall be borne by the losing party.

9. Force Majeure

- 9.1. Autarco shall not be in any way be responsible or liable to the end user Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to fire, flood, blizzard, hurricane, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other events which are out of control of Autarco.

10. Validity

- 10.1. This version of the "Limited Warranty" holds its validity until replaced by an updated version.