



Warranty conditions of the 20-years extended manufacturer's warranty by Diehl AKO Stiftung & Co. KG for PLATINUM inverters

(Address: D-88239 Wangen im Allgäu, Pfannerstraße 75)

This warranty extension applies in continuation of the 5-years manufacturer's warranty of Diehl AKO Stiftung & Co. KG for PLATINUM inverters.

1. Warranted Products

This manufacturer's warranty applies to the PLATINUM range of grid-coupled string inverters for photovoltaic systems manufactured by Diehl AKO Stiftung & Co. KG (Diehl AKO), as far as these inverters were evidently purchased as new units from Diehl AKO or from a wholesaler, retailer or specialist installation company authorized by Diehl AKO ("Warranted Products"). Such evidence is regarded as given when Diehl AKO is provided with the original warranty document showing the actual serial number of the inverter, issued to the warranted user and documenting the purchase of the 20-years manufacturer's warranty by the warranted user.

2. Beneficiaries from this manufacturer's warranty

Diehl AKO grants this manufacturer's warranty only to users who demonstrably have purchased a Warranted Product and are the actual users, and who have purchased the warranty document showing the actual serial number of the Warranted Product ("Warranted User"). Traders of any kind and trade level do not gain from this manufacturer's warranty any rights and claims against Diehl AKO.

3. Establishment of the warranty

The manufacturer's warranty is meant as an offer by Diehl AKO directly to the Warranted User on entering a warranty agreement under the conditions laid down in this document. The warranty contract is established directly and automatically between Diehl AKO and the Warranted User as soon as the following conditions are fulfilled cumulatively: (i) purchase of a Warranted Product, (ii) written notification of name and address of the Warranted User supplied to Diehl AKO, and (iii) warranty document issued to the named Warranted User and showing the actual serial number of the inverter. The warranty document can be purchased up to 3 months after installation and commissioning of the Warranted Product at the Warranted User's premises.

4. Coverage of the manufacturer's warranty

The manufacturer's warranty grants the Warranted User warranty rights vis-à-vis the manufacturer of the Warranted Product. Warranty rights vis-à-vis the respective vendor and statutory product liability rights are unaffected by the manufacturer's warranty.

5. Period and assertion of the manufacturer's warranty

The manufacturer's warranty applies to defects of the Warranted Products which demonstrably occur between the beginning of the sixty-first (61st) and the end of the two

hundred fortieth (240th) month after installation and commissioning of a Warranted Product at the Warranted User's premises (Warranty Period). This Warranty Period ends not later than 246 months after the manufacturing date of the Warranted Product, as stated on the type plate of the Warranted Product. For Warranted Products repaired or replaced by Diehl AKO, the manufacturer's warranty expires with the end of the original Warranty Period. Legal and/or contractual warranty claims of any kind, which arise during a statutory or contractual warranty period, can not be derived from this manufacturer's warranty.

Any claims based on the manufacturer's warranty must be asserted in writing by the Warranted User to Diehl AKO within the Warranty Period. Such warranty claims can be submitted through an authorized specialist retailer, wholesaler or specialist installation company.

6. Rights under the manufacturer's warranty – Damage and costs not covered

If a defect of the Warranted Product occurs during the Warranty Period and if Diehl AKO is responsible for this defect and if this defect impairs or reduces the feed power of the Warranted Product to a significant extent, Diehl AKO will choose to carry out either free-of-charge repairs or free-of-charge replacement of the Warranted Products with a product of at least the same feed power rating.

Such repairs or replacement will be carried out only at the Diehl AKO factory. Transport to Diehl AKO must be in the original packaging or other packaging that is at least of the same quality as the original packaging. If the Warranted user requests repair or replacement at a site other than the Diehl AKO factory, Diehl AKO can agree to this request. In this case, however, the Warranted User will bear any travel costs and additional labor costs according to DIEHL AKO standard rates.

Any claims from this manufacturer's warranty beyond free-of-charge repair or free-of-charge replacement are excluded, especially any claims on compensation for defect-related capital damage, e.g. loss of profit including compensation for loss of power fed into the grid, costs of installation and de-installation and costs of fault diagnosis.

If no defect is found in the Warranted Product sent in for repair or replacement, or if there is no claim based on the



manufacturer's warranty for any other reason, Diehl AKO may demand from the Warranted User an administration fee (flat rate per product) plus the costs of transport back to the Warranted User.

Any claims based on this manufacturer's warranty expire 6 months after occurrence of the fault, but not later than 3 months after the end of the Warranty Period.

7. Exclusion cases

Any claims of the Warranted User are excluded in the following cases:

- Improper use
- Unprofessional or incorrect installation, installation not complying to standards, or installation not following the installation instructions or advisories provided by Diehl AKO
- Unprofessional or incorrect operation and use, or operation and use against the operating advisories or instructions provided by Diehl AKO
- Operation with defective protective systems
- Any unauthorized modifications or repairs
- Use of replacement parts and accessories non-compliant with the original Diehl AKO specifications
- Failure to perform continuous maintenance according to the maintenance instructions and advisories provided by Diehl AKO
- Failure to make possible maintenance work to be carried out by Diehl AKO according to the terms of paragraph 8 below.
- Installation of a photovoltaic system with more than 10 (ten) inverters of the Diehl AKO PLATINUM range without PLATINUM Webmaster according to the terms of paragraph 9 below
- Functional impairment or breakdown due to ageing and wear of PLATINUM inverter parts or components not relevant to power feeding
- Removal, damage or destruction of the sealing or the type plate installed by Diehl AKO
- Foreign-body influence and force majeure
- Non-compliance with applicable safety regulations
- Transport damage
- Lightning damage⁸. Maintenance by the manufacturer of the PLATINUM inverters

Diehl AKO intends to carry out maintenance and inspections of the PLATINUM inverters, either itself or through authorized third parties, voluntarily and without legal claim of the Warranted Users, depending on the respective installation sites and the conditions and situation there, the level of utilization and necessity. To this end the Warranted User agrees to allow Diehl AKO and their authorized representatives access to the PLATINUM inverters and the connected associated photovoltaic system at times arranged in advance.



9. Operation of large-scale systems

If a Warranted User sets up a photovoltaic system with more than 10 (ten) PLATINUM inverters and if same Warranted User purchases a warranty extension to 20 years, the Warranted User has to fit the system, for maintenance purposes, with a PLATINUM Webmaster, as stipulated in paragraph 8, connect the PLATINUM webmaster to the Internet, and enable Diehl AKO, on case-to-case request, to access the system data via the Internet. Technical details and requirements are given in the valid Instruction Manual of the PLATINUM Webmaster.

Diehl AKO undertakes to use the data extracted through abovementioned data access only for internal product monitoring and development purposes and not to pass or make accessible these data to third parties without advance written consent from the respective Warranted User.

The above data call-up by Diehl AKO does not result in any legal claim of the Warranted User to have these data evaluated or to be informed about the result of an evaluation.

10. Portability of the warranty

This warranty agreement and the rights that result from it can only be transferred from a Warranted User to a third party with advance written approval. The warranty expires automatically when the warranted products are removed from the original installation and operation site and installed at a different location.

Notwithstanding the above stipulations, the warranty may be transferred to a third user if (i) the third user acquires the operation real estate from the Warranted User, (ii) proof of the acquisition is presented to Diehl AKO in writing, naming of the third user, (iii) the installed Warranted Products remain unchanged and (iv) the third user declares to Diehl AKO their agreement to the warranty conditions set down in this document.

11. General provisions

Claims by the Warranted User based on this manufacturer's warranty can only be transferred to third parties with prior written consent of Diehl AKO.

Should any clause of this manufacturer's warranty be or become void, all other stipulations of the manufacturers warranty remain in force. In place of the clause that is or has become void, a valid clause is automatically regarded as agreed. The replacement clause will be as close as possible to the voided clause in its economic substance. The same rule applies to any missing clause in this agreement.

This manufacturer's warranty is subject only to the laws of the Federal Republic of Germany, excluding the stipulations of Private International Law and the UN Convention on the International Sale of Goods.

The exclusive place of jurisdiction in case of any conflict arising from, or in connection with this manufacturer's warranty, is Wangen im Allgäu/FRG.