

GUARANTEE CERTIFICATE 1st Ed. 2009

Solar-Log™ (this applies to all Solar-Log™ Models)

Solare Datensysteme GmbH a manufacturing company and supplier of Equipment and Systems for the measurement and monitoring of Photovoltaic Energy, with registered office at Rosenfeld, Germany registered at the registry of commerce in Stuttgart, HRB 722895 with its judicial court in Balingen, guarantees that its products comply with the applicable technical and regulatory quality specifications, and that they are new products. Solare Datensysteme GmbH guarantees the quality and specifications of its Solar-Logs™ under the terms and conditions expressed hereinunder:

1) Guarantee for manufacturing or materials faults:

Solare Datensysteme GmbH guarantees that, for a period of 60 months from the date of delivery to the End-customer, its Solar-Logs are free from faults in their materials or their manufacture that would prevent them from functioning normally under the correct conditions of installation, use, and maintenance. If, at any time, during this guarantee's validity period, the purchased Solar-Log™ does not function correctly, owing to the appearance of faults in its materials or manufacture, Solare Datensysteme GmbH agrees, depending on the fault presented, to replace (*) or repair (*) the faulty item, or to refund the amount received from the client at the time of purchase.

() If the Solar-Log™ is replaced, the guarantee period will continue with its initial duration. If it is repaired, the guarantee period will be suspended and then restarted once the repaired equipment has been returned.*

Solare Datensysteme GmbH guarantees the technical conditions contained in its technical and sales catalogues at the time of purchase. The above guarantees offered by Solare Datensysteme GmbH at least apply universally to all Solare Datensysteme GmbH-brand Solar-Logs™, and Solare Datensysteme GmbH reserves the right to extend these depending on the different characteristics of markets or countries. In this case, these guarantee extensions will be covered in an extra document. The guarantees covered by this Certificate shall be given by Solare Datensysteme GmbH subject to the general terms and conditions expressed below:

2) Exclusions and Limitations of the Guarantee:

- a) The rights of guarantee may be exercised during the validity period in each **case and immediately on discovery of a fault, except in the case of visible defects, in which case the claim must be made within a maximum period of one week from the date of installation at End-customer.**
- b) In general, damage and faults relating to operation or service of the equipment shall be exempt from the guarantee rights established herein, when these are caused by the following:
 - 1) Accidents, negligent, improper, or inappropriate use.
 - 2) Failure to comply with the instructions for installation, use, and maintenance set out in the security and technical regulations and standards in force at national or local level, that are applicable at all times (e.g. Electro-technical Low-Voltage Regulations and additional technical instructions, Electromagnetic Compatibility, European EN-60598 standard).
 - 3) Modifications, installations, or usage that is incorrect or not carried out by staff authorized by the Solare Datensysteme GmbH and their after sales efforts.
 - 4) Damage caused by surges, lightning, floods, plagues, earthquakes, actions by third parties, or any other *force majeure* cause outside the normal conditions of operation of the equipment and outside of Solare Datensysteme GmbH's control.
- c) The guarantee rights established herein do not cover the shipping costs of the defective Solar-Logs™ incurred by the return to Solare Datensysteme GmbH or respective Solar-Log™ country distributor and their subsequent return to the client. It also does not include the intervention costs for disassembling the faulty equipment or the subsequent reinstallation of the replaced parts.

d) Solare Datensysteme GmbH reserves the right to supply a different Solar-Log™ model to resolve claims accepted under guarantee, as a replacement, if the original model is no longer being manufactured. All replaced Equipment shall be under the ownership of Solare Datensysteme GmbH.

3) Claim under Guarantee Rights:

Any client or user of Solare Datensysteme GmbH-brand Solar-Logs, deemed to have justified grounds for claiming under the guarantee rights established herein, shall proceed as follows:

a) Inform immediately and in writing:

- 1) the company that sold you the equipment, or
- 2) if this does not apply, the authorized Solar-Log™ distributor in your country
- 3) If this does not apply, the Solare Datensysteme GmbH Customer Care Department:
support@solare-datensysteme.de Go to <http://www.solare-datensysteme.com>

For this purpose, a copy of the receipt of the equipment subject to claim showing the date of purchase is required.

b) Once this claim has been received at Solare Datensysteme GmbH or the authorized Solar-Log™ distributor in your country, the after sales service Department will carry out an analysis, decide whether it falls under the protection of the provisions of this limited-guarantee document, and notify the client of this and the instructions to follow, within the shortest timeframe possible.

c) The equipment subject to claim may not be returned without the prior written authorization of Solare Datensysteme GmbH's Aftersales Service Department.

4) Limitations of liability:

a) Solare Datensysteme GmbH, will not be liable to the client, either directly or indirectly, for any failure to comply or delay in fulfilling its obligations under guarantee that may result from *force majeure* or any other unforeseen incident not intended by Solare Datensysteme GmbH.

b) Solare Datensysteme GmbH's liability as derived from this Guarantee Certificate is limited to the obligations expressed above and, quantitatively, to the amount on the invoice paid by the client for purchase of the equipment subject to the claim, expressly excluding liability for consequential damages such as loss of income or operating profits, etc.

c) Solare Datensysteme GmbH will only be liable for lack of conformity of the Solar-Log™ with the characteristics indicated in this Guarantee, when this is the result of incorrect installation, if installation is included in the contract for sale and purchase, and this has been carried out by Solare Datensysteme GmbH or under its responsibility, or by the consumer when the faulty installation is the result of an error in the installation instructions.

d) The stated limitations of guarantee shall apply provided that they do not contravene the applicable legal provisions of each country regarding liability for the product. If such contravention results in the cancellation of any of the above provisions, nullity will only affect that specific provision and all others shall remain in force.

e) Any other Guarantee right not expressly mentioned in this certificate shall be excluded.

5) Entry into force, application and validity of the Certificate:

This Guarantee Certificate shall be applicable from the date indicated in its first edition (September 2009) and shall apply to all Solare Datensysteme GmbH-branded Solar-Logs™ from that date, and remain valid until the Edition is changed, which will be informed in writing with sufficient notice given.

Rosenfeld, 10. September 2009:

Thomas Preuhs
Production Director
Solare Datensysteme GmbH

Jörg Karwath
Technical Director
Solare Datensysteme GmbH

Article / Model
Serial Number of Solar-Log™

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