



## **Manufacturer's Warranty of DIEHL AKO Stiftung & Co. KG for PLATINUM inverter**

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

### **1 Warranted Products**

This manufacturer's warranty applies to the PLATINUM range of grid connected 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 MATRIX Power Systems GmbH or from a wholesaler, retailer or specialist installation company authorized by Diehl AKO or MATRIX Power Systems (Warranted Products). Such evidence is regarded as given when Diehl AKO is provided with an original invoice documenting the delivery of a Warranted Product to the Warranted User and if Diehl AKO is identified as the manufacturer by an authentic manufacturer label on the Warranted Product.

### **2 Beneficiaries from this manufacturer's warranty**

Diehl AKO grants this manufacturer's warranty only to users who demonstrably have purchased, and are the actual users of a 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 at the moment of purchase of a Warranted Product, if the Warranted User does not object to the establishment of the warranty agreement, in writing to Diehl AKO within 2 (two) weeks from the purchase date of a Warranted Product.

### **4 Coverage of the manufacturer's warranty**

The manufacturer's warranty grants the Warranted User warranty rights in addition to the Warranted User's warranty rights granted by the respective vendor. 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 twenty-fifth and the end of the sixtieth month after installation and commissioning of a Warranted Product at the Warranted User's premises (Warranty Period). This Warranty Period ends not later than 72 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, or through MATRIX Power Systems GmbH.

## **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 functionality 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 that offers at least the same or the same type of functionality and performance.

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 the manufacturer's warranty beyond free-of-charge repair or free-of-charge replacement are ruled out, especially any claims on compensation for defect-related capital damage, e.g. loss of profit including compensation for lost power feeds, costs of installation and deinstallation, costs of fault diagnostics, recall costs and interruption to production processes.

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 directions or instructions provided by Diehl AKO
- Unprofessional or incorrect operation and use, or operation and use against the operating directions or instructions provided by Diehl AKO
- Operation with defective protective systems (fuses, etc.)
- 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 directions and instructions provided by Diehl AKO
- Removal, damage or destruction of the sealing or the type plate installed by Diehl AKO or MATRIX Power Systems
- Foreign-body influence and force majeure
- Non-compliance with applicable safety regulations
- Transport damage
- Lightning damage

## **8 Portability of the guarantee**

This agreement on guarantee and the rights that result from it can only be transferred from a licensee to a third party with a previous, written approval. When the guaranteed products are removed from the original assembly and operation spot and reassembled at a different location the guarantee expires automatically. In cases other than those agreed on the guarantee may be transferred to a third licensee when (i) the third licensee acquires the operation real estate from the licensee entitled to the guarantee, (ii) proof of the acquisition is presented to Diehl AKO in written and with the naming of the third licensee, (iii) the products assembled that are guaranteed remain unchanged and (iv) the third licensee declares to Diehl AKO its agreement to these conditions of guarantee in written.

## **9 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 manufacturer's 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.

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.