

Summary:

This manufacturer's guarantee is restricted to products that are manufactured by Solare Datensysteme GmbH itself, e.g. Solar-Log™ Data logger, and excludes standard products acquired from other manufacturers which are in turn resold (e.g. modems, cable sets, wireless packages etc.). The guarantee conditions of these manufacturers apply to their own products.

Solare Datensysteme GmbH will guarantee a Solar-Log™ unit for the end consumer for a period of 5 years from the date of purchase by the end customer. Should a material or manufacturing fault occur within the 5 year guarantee period, the unit will be repaired or replaced by Solare Datensysteme GmbH at its own expense.

Guarantee work requires that sufficient proof, e.g. a proper purchase receipt, has been submitted and the guarantee claim has been made within the guarantee period.

The guarantee does not cover units or parts of units that are exposed to normal wear and tear and can thus be considered wear parts.

The guarantee will not apply if the unit is damaged or has not been used or maintained properly (e.g. was not installed in accordance with the operating instructions). Repairs may only be carried out by workshops authorised by Solare Datensysteme GmbH.

Proper use of the unit requires that all instructions listed in the operating instructions have been fully complied with. Uses and operations that have been advised against or have been warned about in the operating instructions must be avoided under all circumstances.

These guarantee restrictions do not affect your statutory rights.

Service during and after the guarantee period is available in all countries in which the purchased product is officially marketed by Solare Datensysteme GmbH. Should you have any other questions or problems, please contact the Solare Datensysteme GmbH service centre in your country. If there is no service centre in your country, please contact our service department in Germany directly.

1 Solar-Log™ (relates to all Solar-Log™ units)

Solare Datensysteme GmbH develops and markets units for monitoring photovoltaic systems as well as Internet portals for monitoring and managing photovoltaic systems. Solare Datensysteme GmbH is based in Geislingen, its place of jurisdiction is Balingen, and is legally registered at the Stuttgart District Court under the number HBR 722895. Solare Datensysteme GmbH guarantees that all Solar-Logs comply with the highest German quality standard, are developed and manufactured in Germany and meet the corresponding technical conditions and the legal quality regulations. The guarantee conditions are listed in detail below:

1 Guarantee claim:

Solare Datensysteme GmbH will provide the following guarantee services free of charge in accordance with the following guarantee conditions if, during the guarantee period, material or manufacturing faults or software errors are found on a Solar-Log™ and the Solar-Log™ is no longer suitable for normal use as described and provided for in the contract.

2 Guarantee Period:

- 2a** The guarantee period is 60 months and starts from the purchase of the Solar-Log™ from one of our authorised wholesalers or dealers. This must include the serial number of the Solar-Log™. Critical for this guarantee period is the purchase date on the sales receipt issued by our authorised wholesaler or dealer. This receipt must include the serial number of the Solar-Log™.
- 2b** Guarantee work does not postpone the expiry of the guarantee period nor does it mean that the guarantee period starts again.
- 2c** The guarantee work only applies to the units. The amount of the guarantee claim will not exceed the price of the unit.

3 Guarantee Exclusions:

- 3a** The guarantee does not apply:
- 1)** If the defect is due to improper handling or use of the product that does not comply with normal use.
 - 2)** If the defect is due to a malfunction caused by incorrect operation and which does not comply with the operating instructions described in the relative user handbook.
 - 3)** If the defect is due to external intervention, "unauthorised intervention", particularly repairs and intervention by people who have not been authorised to do this by Solare Datensysteme GmbH.
 - 4)** If the defect can be traced back to incorrect commissioning of the Solar-Log™ that did not comply with the operating instructions described in the relative user handbook.
 - 5)** If subsequent faults occur in the Solar-Log™ because of incorrect commissioning of the inverters or accessories.
 - 6)** If software errors occur in the Solar-Log™ as a result of incorrect commissioning that lead to transmission errors, yield losses, error messages not appearing or missing or incorrect displays.

- 7) If the Solar-Log™ is fitted with additional parts and accessories that are not compatible with the unit and do not comply with the original specifications.
 - 8) If the Solar-Log™ is damaged or demolished by an “Act of God” or by environmental influences.
 - 9) If the Solar-Log™ has been damaged mechanically.
 - 10) If the Solar-Log™ housing has been opened.
 - 11) If the Solar-Log™ is connected to an inverter not supported by Solare Datensysteme GmbH and, as a result, the Solar-Log™ and/or the software have been damaged or subsequent damage has occurred.
 - 12) Changes that Solare Datensysteme GmbH or our dealer make after the contract is concluded and which do not impair the performance of the delivered product do not entitle the user to lodge a complaint. Minor deviations from the program description, the data sheets and/or the quality and performance features of the goods do not justify any guarantee claims.
 - 13) Normal wear and tear do not constitute a cause for repair work under guarantee.
- 3b** The guarantee does not cover very fragile parts, such as glass or plastic parts. A guarantee obligation does not apply in the event of minor deviations from the intended delivery that do not affect the unit's value and suitability for use. A guarantee does not cover damage caused by chemical or electrochemical reactions, by water or in general by damage that can be traced back to an Act of God.
- 3c** Any defects must be declared in writing immediately but no later than a week after receipt of the supplied product. Hidden defects, i.e. those defects which cannot be detected immediately even after careful inspection, and which cannot be discovered within a set period of time must be the subject of a complaint communicated to us immediately after discovery.
- 3d** Should the complaint be discovered to be unfounded after inspection by Solare Datensysteme GmbH and, as a result of the unjustifiably raised complaint, the user is proven to have acted with malice aforethought or gross negligence, Solare Datensysteme GmbH will be entitled to demand compensation for the expenses incurred.
- 4 Guarantee Performance:**
- 4a** The guarantee claim will be dealt with by repairing the defective parts or products free of charge or by replacing them with perfect parts, at our discretion. Any other claims based on the guarantee are excluded.
- 4b** Solar-Log™ becomes the owner of the defective parts.

5 Claim application:

- 5a** A guarantee claim is lodged by sending back the presumed defective Solar-Log™ within the guarantee period together with the sales receipt (which must include the serial number) issued by the authorised installer or wholesaler to the end customer.
- 5b** The sender will bear the transport risks for the consignment. Solare Datensysteme GmbH will not refund any dispatch, transport, handling or labour costs.

6 Purchase Law Guarantee Claims

The purchaser's guarantee relative to the vendor that arises from the purchase contract is not affected by this guarantee.

Dated: Geislingen-Binsdorf, January 1, 2010

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