

LORENZ Montagesysteme GmbH

LORENZ GARANTIEZERTIFIKAT (Stand: 01.03.2015) LORENZ WARRANTY CERTIFICATE (issued: 01.03.2015)

LORENZ Montagesysteme GmbH, Toyota-Allee 23-25, D-50858 Cologne, Germany, (hereinafter referred to as LORENZ) grants the respective buyer of a LORENZ Mounting System a limited warranty, irrespective of warranty claims on the seller, in the form of an independent warranty declaration according to the regulations of this warranty certificate.

1. EXTENT OF WARRANTY

In the event that the functional capability of the LORENZ Mounting System is permanently compromised due to material or production defects during the warranty period as per section 2, LORENZ guarantees that it will, at its discretion, either:

- (1) replace original components of the LORENZ Mounting System which prove defective in material or manufacturing workmanship with equivalent original components, or
- (2) replace the entire LORENZ Mounting System which proves defective in material or manufacturing workmanship with a product of equal value, or
- (3) refund the purchase price of the LORENZ Mounting System which proves defective in material or manufacturing workmanship, according to the buyer's purchase agreement.

LORENZ is authorised, within the scope of warranty repairs,

- (1) to use new, recycled or refurbished original components;
- (2) to use original components, which differ visually from the original components used by the buyer with the LORENZ Mounting System;
- (3) to use original components, which do not comply with the version of the original components used by the buyer with the LORENZ Mounting System.

A claim on the warranty may be asserted only as long as LORENZ is assigned ownership of the replaced original component / LORENZ Mounting System during replacement.

The warranty covers only the actual replacement of individual original components of the LORENZ Mounting System, the actual replacement of the entire LORENZ Mounting System or the return of the LORENZ Mounting System, and does not cover any costs incurred from the replacement of original components or the LORENZ Mounting System. In particular, this means any and all material and labour costs incurred from the disassembly, replacement, re-installation or transport of the original components or LORENZ Mounting System. The buyer is hereby bound to cover these costs.

2. WARRANTY PERIOD

The warranty is valid for a period of ten years, beginning on the date on which the contract for the buyer's initial purchase of a LORENZ Mounting System installation is signed.

Warranty repairs neither suspend the course of the warranty period nor influence the resumption of the warranty period.

3. WARRANTY PARTIES

According to the warranty declaration, a claimant is, (1) the buyer of the LORENZ Mounting System, who uses the LORENZ Mounting System as a frame and who did not purchase it for the purpose of reselling, or (2) alternatively, the owner of the building on which the LORENZ Mounting System is installed, as long as the LORENZ Mounting System, at the time of filing a claim on the warranty, is still installed at the location where it was originally installed after delivery. At the time of filing a claim on the warranty, the claimant must also be the possessor and owner of the LORENZ Mounting System.

4. OBLIGATION TO PRODUCE SUPPORTING DOCUMENTS

The claimant must prove their right to this warranty by presenting the original receipt for the purchase of the LORENZ Mounting System and by presenting the original LORENZ WARRANTY CERTIFICATE; otherwise any claim on this warranty is excluded.

5. EXCLUSIONS AND LIMITATIONS TO THE EXTENT OF WARRANTY

Material and production defects in terms of this warranty shall not be covered, as far as the permanent adverse effect of the malfunctions is the result of one or more of the following reasons:

- (1) failure to adhere to LORENZ instructions with regard to the installation, operation or maintenance of the LORENZ Mounting System;
- (2) improper and inappropriate handling of the LORENZ Mounting System and its components;
- (3) improper and inappropriate use of the LORENZ Mounting System and its components;
- (4) non-professional repairs, modifications or relocation of the LORENZ Mounting System;
- (5) installation of non- LORENZ (third-party) components on the LORENZ Mounting System;
- (6) current surge, overvoltage, lightning, fire, water, vermin, breakages, third-party handling and other events or accidents which lie outside of the influence of LORENZ and do not occur during normal operating conditions;
- (7) failure to adhere to the applicable regulations of DIN-NORM 1055 during installation of the LORENZ Mounting System.

In all other cases, further or different claims on this warranty are excluded. LORENZ is not liable for consequential damage, breakdowns and lost yield. The disclaimer shall not apply where LORENZ is compulsorily liable, e.g. according to the *Produkthaftungsgesetz* [German Product Liability Act], in cases of wilful intent or gross negligence, due to injury of life, body or health or because of a breach of fundamental contractual obligations. A compensation claim for the breach of fundamental contractual obligations is, however, limited to contract-specific, foreseeable damages, as long as there is no wilful intent or gross negligence or liability due to injury of life, body or health or in accordance with the *Produkthaftungsgesetz*.

6. CLAIMING WARRANTY REPAIRS

Claims on this warranty are to be made in written form to LORENZ via the seller of the LORENZ Mounting System. If the claim cannot be made via the seller, the claim may alternatively be made directly to LORENZ in written form.

7. MISCELLANEOUS

If one regulation of this warranty declaration should be or become invalid, the validity of the remaining regulations of the warranty shall remain unaffected. An invalid regulation or a regulation which has become invalid, shall be automatically replaced with another valid regulation, which reflects as closely as possible the commercial intent of the invalid regulation or the regulation which has become invalid. In the event of a loophole, the preceding regulation applies in lieu thereof.

This warranty is governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the regulations of private international law and the UN Convention on Contracts for the International Sale of Goods.

The sole place of jurisdiction for all disputes arising from or in connection with this warranty shall be Cologne in the Federal Republic of Germany.

The German version is binding in all aspects for all warranty claims and disputes. The translation is for information purposes only.

Restrictions to this warranty are not applicable in this respect for countries where an exclusion or a limit on claims on the warranty are not allowed by law.