

**Limited manufacturer's guarantee of Diehl AKO Stiftung & Co. KG  
for PLATINUM string inverter TL and S  
for the third to the fifth year after installation/start of operation  
valid for PLATINUM inverters from the delivery date June 01, 2014**

**(Address: D-88239 Wangen im Allgäu, Pfannerstraße 75, Federal Republic of Germany)**

**1. Products entitled to guarantee**

The present manufacturer's guarantee applies to the mains-coupled string inverters for photovoltaic systems of the PLATINUM series manufactured by Diehl AKO Stiftung & Co. KG ("Diehl AKO"), to the extent that they can be proven to have been acquired from Diehl AKO or an authorised wholesale trader, specialist trader or specialist installation company as a new appliance and delivered from February 01, 2011 ("products entitled to guarantee"). Proof shall be deemed rendered if the original of an invoice is presented to Diehl AKO documenting delivery of a product entitled to guarantee to the operator entitled to guarantee and additionally the original manufacturer's declaration of Diehl AKO has been attached to the product entitled to guarantee.

Limited to the guarantee period of the original product entitled to guarantee, the manufacturer's guarantee shall also be applicable to a product entitled to guarantee replaced by Diehl AKO as a result of a guarantee incident as fulfilment of guarantee claims of the following Section 7. The remaining provisions of this manufacturer's guarantee shall be applicable accordingly to such a replacement appliance.

**2. Beneficiaries from this manufacturer's guarantee**

Diehl AKO only makes this manufacturer's guarantee to operators who can be proven to have acquired a product entitled to guarantee and operate it themselves ("operator entitled to guarantee"). Traders of any kind and trading levels shall not acquire any kind of rights and claims from this manufacturer's guarantee against Diehl AKO.

**3. Origination of the guarantee**

The manufacturer's guarantee is to be understood as an offer from Diehl AKO directly to the operator entitled to guarantee for conclusion of a guarantee contract under the terms and conditions recorded here. The guarantee contract shall automatically originate directly between Diehl AKO and the operator entitled to guarantee with acquisition of a product entitled to guarantee insofar as the operator entitled to guarantee does not challenge the origination

of the guarantee contract towards Diehl AKO in writing within two (2) weeks of acquisition of a product entitled to guarantee.

**4. Relationship of the manufacturer's guarantee to other claims**

The manufacturer's guarantee shall give the operator entitled to guarantee claims to a guarantee against the vendor in question in addition to its warranty claims to the scope of the present manufacturer's guarantee and according to its provisions. Warranty claims against the vendor in question and statutory claims from product liability shall remain unaffected by the manufacturer's guarantee.

**5. Duration and claiming of the manufacturer's guarantee**

The manufacturer's guarantee shall apply to guarantee cases (according to the following Section 6) of the products entitled to guarantee which can be proven to occur between the start of the twenty-fifth and the end of the sixtieth month after installation and commissioning of a product entitled to guarantee with the operator entitled to guarantee ("guarantee period"). The term of this guarantee shall end no later than 72 months after the production date of the product entitled to guarantee stated on the name plate. For products entitled to guarantee repaired or replaced by Diehl AKO, the manufacturer's guarantee shall apply until the expiry of the original warranty period. Statutory and/or contractual warranty claims of any kind which can occur during a statutory or contractual warranty period cannot be derived from the present manufacturer's guarantee.

All and any claims from the manufacturer's guarantee shall be made in writing to Diehl AKO by the operator entitled to guarantee within the guarantee period. Such guarantee claims can be submitted via an authorised specialised trader, wholesale trader or specialised installation company.

**6 Defects of the products entitled to guarantee covered by manufacturer's guarantee (guarantee incidents)**

This manufacturer's guarantee shall apply to defects occurring in products entitled to guarantee during the guarantee period for which Diehl AKO is answerable and which do not inconsiderably impair or reduce their feed function (in the sense of the output performance of the products entitled to guarantee registered on the AC side - by the feed current meter - "feed performance") ("guarantee incidents"). Defects in the aforementioned sense shall exclusively be defects in quality of the products entitled to guarantee in the sense of § 434 subsection 1 German Civil Code, resulting in a not inconsiderable reduction of the actual feed performance compared with the performance data contained in the installation and operating instructions for the string inverters for photovoltaic systems of the PLATINUM series affected. In addition, a guarantee incident shall be ruled out to the extent that an exclusion situation in the sense of the following section 8 exists, occurs or has occurred.

#### **7. Rights from the manufacturer's guarantee (guarantee claims) - damage and costs not covered – barring of the guarantee claims**

If a guarantee incident occurs, there shall be free-of-charge repair of the products entitled to guarantee or free-of-charge replacement by a product manifesting a maximum output performance on the AC side coming closed to the output of the product entitled to guarantee at Diehl AKO's choice ("guarantee claims").

Repair or replacement shall exclusively be done in the Diehl AKO factory in Wangen im Allgäu. Transport to Diehl AKO must be in the original or at least equivalent packaging. If repair or replacement is done at a deviating location determined by the operator entitled to guarantee at the latter's request, Diehl AKO can comply with this; in such a case, the operator entitled to guarantee shall bear the travelling expenses and the additionally necessary working time according to the standard rates of Diehl AKO.

All claims from this manufacturer's guarantee exceeding repair or replacement free of charge have been ruled out, in particular claims to indemnification of defect-induced economic damage such as loss of profits including remuneration for (even temporarily) failed or reduced mains feeding, installation and dismantling costs and costs of troubleshooting.

If no defect is established on the product entitled to guarantee which has been delivered or if no claim from the manufacturer's guarantee exists for any other reason, Diehl AKO can request a lump-sum for processing from the operator entitled to guarantee for each product delivered and in addition demand the costs for its return transport to the final customer entitled to guarantee.

All claims from this manufacturer's guarantee (including the guarantee claims) shall be barred 6 months after occurrence of the defect, albeit no later than 3 months after the expiry of the guarantee period.

#### **8. Exclusion reasons**

All guarantee claims of the operator entitled to guarantee have been ruled out to the extent that and as soon as one or more of the following cases exists, occurs or has occurred:

- improper use
- assembly not done properly or correctly or according to standards or according to the installation instructions or information from Diehl AKO (including the installation and operating instructions for the string inverters for photovoltaic systems of the PLATINUM series in question)
- operation or use not carried out properly or correctly or according to standards or according to the installation instructions or information from Diehl AKO (including the installation and operating instructions for the string inverters for photovoltaic systems of the PLATINUM series in question)
- operation with or using defective protection devices
- unauthorized changes or repairs of any kind
- use of replacement parts and accessories not corresponding to the original specifications of Diehl AKO
- failure to perform ongoing maintenance in accordance with the maintenance instructions or information from Diehl AKO (including the installation and operating instructions for the string inverters for photovoltaic systems of the PLATINUM series in question)
- removal, damage or destruction of the sealing or the name plate attached by Diehl AKO
- effects of foreign bodies and force majeure
- failure to comply with the relevant safety directives for the installation or the operation of the string inverters for photovoltaic systems of the PLATINUM series in question
- transport damage
- lightning strikes into the PLATINUM inverter, the photovoltaic system in question or the voltage supply mains to which the inverter has been connected, including in each case excess voltage resulting therefrom.

#### **9. Assignability of the guarantee**

This guarantee agreement including the guarantee claims resulting herefrom can only be assigned to a third party by an operator entitled to guarantee with prior written consent from Diehl AKO. This guarantee shall automatically expire in the event of removal of the products entitled to guarantee from the original place of installation and operation and re-positioning at a different location.

As a deviation from the above provisions, the guarantee can be assigned to a third party operator without the express consent of Diehl AKO if (i) said third party operator acquires the operating building from the operator entitled to guarantee, (ii) said acquisition is proven to Diehl AKO in writing, naming the third party operator, (iii) the installed products entitled to guarantee remain unchanged and (iv) the third party operator declares its agreement to these guarantee terms to Diehl AKO in writing.

#### **10. General regulations**

All claims of the operator entitled to guarantee from this manufacturer's guarantee can only be assigned to third parties with the prior written consent of Diehl AKO.

If a provision of this manufacturer's guarantee is or becomes ineffective, the validity of the remaining provisions of the manufacturer's guarantee shall remain unaffected. The provision which is or becomes ineffective shall automatically be deemed replaced by a provision coming as close as possible to the provision which is or becomes ineffective. The above regulation shall apply accordingly in the event of a loophole.

This manufacturer's guarantee shall exclusively be governed by the law of the Federal Republic of Germany, ruling out the regulations of international private law (conflict of laws) and UN purchasing law.

The exclusive place of jurisdiction for all disputes from or in connection with this manufacturer's guarantee shall be Wangen im Allgäu, Federal Republic of Germany, to the extent that it is a question of an operator entitled to guarantee which is (i) a merchant or (ii) a private person without a general place of jurisdiction within the Federal Republic of Germany. Otherwise, the places of jurisdiction according to the Code of Civil Proceedings shall remain in effect.