

# Warranty conditions

## Product guarantee of novotegra GmbH („warranty“)

### Warranty

novotegra GmbH warrants to the end customer that the components of the mounting system are free from defects in design, workmanship and materials ("**freedom from defects**") under normal installation, application, operating and maintenance conditions for a period of 12 years from the date of installation of the component at the end customer ("**warranty period**"). This warranty applies only to the end customer who purchases the components for their own use. Intermediaries (e.g. installers) who purchase the components for resale or second-hand purchasers who purchase the components from the end customer cannot assert any claims under this warranty.

Upon the end customer's complaint, novotegra GmbH will check, if necessary by conducting its own on-site inspection, whether the goods are free of defects. novotegra GmbH will, at its own discretion and expense, remedy any defects by repairing the defective components or supplying new or refurbished components. The end customer is only entitled to return (allegedly) defective components with the prior written consent of novotegra GmbH (including e-mail). No further services are granted under this warranty. In particular, no costs will be covered under this warranty for dismantling, return transport or return shipment to novotegra GmbH or to the authorised seller, as well as delivery and reinstallation of the components.

The warranty services do not result in an extension or a new start of the warranty period. Claims of the end customer against novotegra GmbH for damages due to a promised warranty are excluded (possible mandatory legal claims, e.g. under the Product Liability Act, against novotegra GmbH remain unaffected). The contractual or legal rights of the end customer against the respective seller are not affected by this warranty.

### Assertion of Warranty Claims

The end customer must assert claims under the warranty in a written form within the warranty period and within two weeks after discovering the defect. To assert claims under the warranty, the original proof of purchase must be enclosed by the installer as proof of purchase and the date of purchase. The warrantor is novotegra GmbH, Eisenbahnstraße 150, 72072 Tübingen. The warranty holder is the end customer. This warranty is subject exclusively to German law, excluding the UN Sales Convention (CISG) and conflict of laws. Furthermore, the terms and conditions of novotegra GmbH apply in their current version.

### Exclusion of warranty

Claims under this warranty do *not* exist in the event of:

- faulty or improper installation, in particular contrary to the specifications of the assembly instructions or the system planning.
- unauthorised modification or unauthorised repair of components.
- unsuitable installation or use of the assembly system.
- improper transport, storage or handling of the components.
- visual defects, insofar as the appearance has no influence on the function of the component.
- Non-observance of the rules according to the state of the art or the static calculation for the assembly system.
- Non-compliance with standards that must be generally adhered to during assembly.
- Damage due to e.g. smoke, exceptional thermal stress, salt exposure or other chemicals.
- natural forces (elementary damage), force majeure, vandalism, destruction by external influences and/or persons/animals.
- incorrectly or incompletely completed data collection forms
- incorrect or inadequate measures and precautions taken to protect the roof sealing
- Use of assumed or estimated coefficients of friction for slip resistance. These must be determined in a suitable manner for each individual project.
- non-metallic components non-metallic components that do not affect the load-bearing capacity of the system