

Commercial guarantee extension order

Fax no. +49 (0)8331/8558 -132

Yes, I would like to extend the standard commercial guarantee to **10 years** at the following prices plus VAT. I attach a copy of the payment receipt.
 The period of validity for the operator of the system corresponds to the date of purchase of the device.

StecaGrid 1900 / 2000+ / 2010+ master	€ 200.-	StecaGrid 300	€ 70.-
StecaGrid 1900 / 2000+ / 2010+ slave	€ 150.-	StecaGrid 500	€ 90.-
StecaGrid 8000(+) 3ph / 10000(+) 3ph	€ 300,-	StecaGrid 1800 / 2300 / 3000	€150,-
StecaGrid 20000 / 23000 3ph	€ 450,-	3010 / 3600 / 4200	

Yes, I would like to extend the standard commercial guarantee to **20 years** at the following prices plus VAT. I attach a copy of the payment receipt.
 The period of validity for the operator of the system corresponds to the date of purchase of the device.

StecaGrid 8000(+) / 10000(+) 3ph	€ 1600,-	StecaGrid 1800 / 2300 / 3000	€ 700.-
StecaGrid 20000 / 23000 3ph	€ 2050,-	3010 / 3600 / 4200	

1. Operator (contract partner)

Company _____	_____
Surname _____	First name _____
Street / no. _____	Telephone _____
Post code / place _____	Email _____

Please specify an additional address for the installation if different to the address of the operator.

2. Trained installers

Company _____	_____
Surname _____	First name _____
Street / no. _____	Telephone _____
Post code / place _____	Email _____

3. Device data

Seq. no.	Type / designation	Series number	Purchase date	Commissioning date

I agree to the attached conditions of the commercial guarantee, extended to 10 / 20 years for the Steca inverters.

After processing the order I retain a commercial guarantee certificate and an invoice sent by Steca Elektronik GmbH. A commercial guarantee claim can be made following receipt of payment. If the payment is not received within the period allocated for payment, then the order is invalidated and there is no commercial guarantee extension.

Place / Date

Signature

Please print your name clearly in block capitals

Conditions for the commercial guarantee, extended to 10 / 20 years for Steca inverters

This commercial guarantee extension applies over 5 years in conjunction with the commercial guarantee of Steca Elektronik GmbH issued following purchase of a Steca inverter.

1. Commercial guarantee entitled products

This commercial guarantee applies to StecaGrid grid-connected inverters for photovoltaic systems manufactured by Steca Elektronik GmbH (subsequently referred to as Steca) so long as these were evidently bought as new from Steca or from a Steca authorized wholesaler, specialist retailer or specialist installation company ("products with commercial guarantee").

2. Beneficiary of this commercial guarantee

Steca only issues this commercial guarantee to operators who have purchased a product with a commercial guarantee entitlement and a commercial guarantee certificate with the identical serial number of the inverter and who operate this product themselves ("commercial guarantee entitled operator"). Evidence of this can be provided by presenting Steca with the original commercial guarantee certificate with the identical serial number of the inverter issued to the commercial guarantee entitled operator and which documents the purchase of the 10 / 20 year commercial guarantee by the commercial guarantee entitled operator. Dealers of any type or trade level acquire no rights and entitlements from Steca whatsoever from this commercial guarantee.

3. Basis for issue of the commercial guarantee

The commercial guarantee should be seen as an offer from Steca directly to the commercial guarantee entitled operator upon conclusion of a contract of commercial guarantee based on the conditions laid down here. The commercial guarantee can only be purchased up to 2 years following the payment receipt date of the commercial guarantee entitled product at the latest and only in conjunction with the 5 year commercial guarantee of the commercial guarantee entitled operator. The contract of commercial guarantee is formed automatically between Steca and the commercial guarantee entitled operator directly upon issue of the commercial guarantee certificate with the identical serial number of the inverter and the name of the commercial guarantee entitled operator, and payment of the invoice.

4. Area of application of the commercial guarantee

The commercial guarantee gives the commercial guarantee entitled operator guarantee claims against Steca. One shortcoming in terms of the commercial guarantee is a not insubstantial decrease or impairment of the supply performance of the commercial guarantee entitled products. Commercial guarantee claims from the respective vendor and legal product liability entitlements remain unaffected by the commercial guarantee.

The commercial guarantee applies to products purchased and operated in EU countries or Switzerland. The commercial guarantee is also available in some countries outside the EU and this can also be extended. (Ask Steca about the commercial guarantee available in your country.)

5. Duration and enforcement of the commercial guarantee

The commercial guarantee applies to failings in commercial guarantee entitled products that evidently occur on the part of the commercial guarantee entitled operator between the start of the 61st and the end of the 120th / 240th month after the date of receipt of payment of a commercial guarantee entitled product ("commercial guarantee period"). For products repaired or replaced by Steca, the commercial guarantee applies up to the expiration of the original period of guarantee. Legal guarantee claims of any kind cannot be drawn from this commercial guarantee. All claims from the commercial guarantee are to be made by the commercial guarantee entitled operator in writing with the submission of the commercial guarantee certificate to Steca within two months following the first incidence of a fault. Such commercial guarantee claims can be made through an authorised specialist dealer, wholesaler or specialist installation company, or directly to Steca. After two months, no further claims can be made from this commercial guarantee.

6. Rights from the commercial guarantee - damages and costs not covered

In the event of a fault to commercial guarantee entitled products occurring during the commercial guarantee period, a free repair or exchange of a product exhibiting at least the same capacity is carried out at the discretion of Steca. The repair and the exchange are carried out exclusively in the Steca factory. The original or at least equivalent packaging must be used for shipment to Steca. The full cost of shipment is to be met by the commercial guarantee entitled operator. If a repair or an exchange is to be carried out at the request of the commercial guarantee entitled operator at a non-standard location, then the commercial guarantee entitled operator must meet the travel expenses and the additional work time necessary in accordance with the standard clauses of Steca.

Any claims from this commercial guarantee, above and beyond a free repair or a free replacement are excluded, in particular, claims for reimbursement for financial losses caused by failings, such as lost income resulting from breaks in grid feeding, assembly and disassembly costs and the costs of fault diagnostics. Steca can claim a lump sum from the commercial guarantee entitled operator for work per product supplied, if no significant fault is detected on the commercial guarantee entitled product supplied, or if no claim is made on the commercial guarantee on other grounds.

7. Guarantee exclusion clause

The commercial guarantee does not apply if the fault results from:

- (1) specifications, designs, accessories or components, added to the product by the customer or at the request of the customer, or special instructions by the customer relating to the production of the product, the coupling (of parts) of Steca products with any products not approved in writing by Steca;
- (2) modifications or adjustments to the product by the customer, or other causes attributable to the customer;
- (3) improper assembly or installation, incorrect or negligent handling, accidents, transport, overvoltage, storage or damage caused by the customer or a third-party;
- (4) an unavoidable accident, fire, explosion in the vicinity of the assembled product, natural phenomena such as earthquakes, floods or storms, or any cause beyond Steca's control;
- (5) if the serial number and/or type number has been manipulated or rendered illegible;
- (6) the use of solar products in a mobile object, for example in ships, caravans and the like.
- (8) missing advised work of maintenance at the product which is described in the user manual;
- (9) damage, pollution or painting of the cabinet which makes cleaning or maintenance impossible.

8. Maintenance of StecaGrid inverters provided by the manufacturer

Steca retains the right to carry out, voluntarily and without legal claim of the commercial guarantee entitled operator, maintenance and monitoring of StecaGrid inverters, depending on the respective places of installation, its conditions and circumstances, degree of utilisation and necessity, itself or through a third party representative. To this end the commercial guarantee entitled operator thus agrees to grant Steca and its representatives by appointment access to the StecaGrid inverters and the accompanying photovoltaic system operated by the operator. If the commercial guarantee entitled operator declines maintenance provided by Steca after the setting of a time limit of at least 3 weeks, then all commercial guarantee claims expire.

9. Transferability of the commercial guarantee

The commercial guarantee is transferable to another operator if (i) this other operator has purchased the property from the commercial guarantee entitled operator, (ii) Steca receives written confirmation of this purchase, naming the other operator within a period of 2 months, (iii) the commercial guarantee entitled products installed remain unchanged and (iv) the other operator professes to Steca his agreement with these commercial guarantee conditions in writing. This commercial guarantee automatically expires upon removal of the commercial guarantee entitled products from the original place of installation and operation, which involves reinstallation at a different location, unless the assembly/disassembly was previously approved in writing by Steca and was carried out by an authorised specialist installation company.

10. General rules

Claims of the commercial guarantee entitled operator from this commercial guarantee are only transferable to a third party with the previous written approval of Steca.

The effectivity of the remaining rules of the commercial guarantee remains unaffected should one of the stipulations in this commercial guarantee be or become ineffective. In place of the ineffective stipulation or stipulation that becomes ineffective, an effective rule is automatically agreed, that comes as closely as possible to the ineffective stipulation/stipulation that becomes ineffective in terms of its economic content. In the case of a missing stipulation, the preceding rule applies accordingly. This commercial guarantee is exclusively subordinate to the legislation of the Federal Republic of Germany excluding the regulations of international private law and UN CISG (Convention on Contracts for the International Sale of Goods). The exclusive place of jurisdiction for all contentions resulting from or in connection with this commercial guarantee is Memmingen, Germany; provided the customer is a registered trader.