

Pls. note: Only the German version of this guarantee bond is legally binding.

Guarantee Bond

BERNT LORENTZ GmbH & Co. KG (hereinafter called LORENTZ)

are issuing the following guarantee for the ETATRACK active 1500 SP

Ten (10) years against mechanical failure (breakage) of the frame construction

Two (2) years on material and workmanship

in each case as from date of direct sale from BERNT LORENTZ GmbH & Co. KG

Warranty claims will become void in case of improper installation, treatment and care of the product according to the operation instructions. It is within the discretion of the producer or of the importer to warrant the product dependability by reparation or replacement unless other lawful specifications are the decisive factor. Neither the producer nor the importer is in charge of any additional expenses and any other necessary measures that can result from the dismounting, the transport and remounting of any defective product. Warranty claims as a result of any incorrect treatment or any other improper circumstances, thunderbolt, windstorm, flood and other natural disasters do not exist.

Any remove, paste over and/or garbling of LORENTZ identification labels, stickers etc. as well as any modification of the product (for example additional drill-holes or additional welding, extension or shortening of any components) lead to a general loss of the warranty.

The total enclosing surface of the solar modules itself including the distances between the solar modules is limited to a maximum width of 3.4 m and to a maximum height of 4,8 m (16,3 m²) for the ETATRACK active 1500 SP. Solar modules as per certification IEC 61215 have to be installed vertically. In case of use of solar modules that are not installed with the certification as per IEC 61215 then it's the user's responsibility to examine if the solar modules are qualified for the installation on the ETATRACK active 1500 SP as to the substructure of the tracker.

The application conditions that underlie the statistical computations are to be taken into consideration. The client himself has to compare the regional conditions (wind load zone, snow load zone, etc) and the statics specifications with those of the existing product statics. Should any strains occur because of the regional conditions that will exceed the specified loads an installation of the trackers is not allowed. If installation is done but for all that warranty claims will become void against LORENTZ.

No additional and furthermore no specific requirement with regard to merchantability does exist above the existing printed documentation of the producer and importer. It does not exist any liability because of the non-usability of the product if it is not appropriately used. It is the user's responsibility to determine the correspondent use and suitability of the product. All in all it is the user's responsibility to guarantee a safe installation according to the regional and national guidelines. The data contained herein are furnished for information only and are believed to be reliable. LORENTZ does not assume responsibility for the results obtained by others over whose methods LORENTZ has no control. It is the user's responsibility to determine suitability for the user's purpose of any production methods mentioned in LORENTZ documents and to adopt such precautions as may be advisable for the protection of property and of persons against any hazards that may be involved in the handling and use thereof. In light of the foregoing, LORENTZ specifically disclaims all warranties expressed or implied, including warranties of merchantability or fitness for a particular purpose, arising from sale or use of LORENTZ products. LORENTZ specifically disclaims any liability for consequential or incidental damages of any kind, including lost profits.

Germany, November 2006