

**Part VI – Certificates  
Declaration of commitment**

**DEGERtraker 3000NT, 3000HD  
DEGERtraker 5000NT, 5000HD  
DEGERtraker 7000NT**

DEGERenergie GmbH  
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You have purchased a product that was submitted to careful examination prior to delivery. If, in spite of all our care, the system which you purchased and we delivered is defective, we will accept liability for defects to the following extent:

**Liability for Defects**

DEGERenergie GmbH undertakes to its contracting partner that it shall accept liability for defects as follows: Contrary to the statutory two-year period for enforcing claims in respect of defects, the period granted for enforcing claims in respect of defects shall be extended to 5 years only when the start-up protocol is filled out completely and sent to DEGERenergie within 4 weeks of start up.

DEGERenergie guarantees an extended liability for defects specifically against rusting through for 20 years, applicable to the entire steel structure.

The compensation of exchange workings during the statutory warranty is exclusively based on the current version of the DEGERenergie time target indemnification which can be provided on demand.

This extended liability for defects shall apply only in respect of replacing the defective material, but not for any other costs, in particular the cost of labour.

In the event of any damage, DEGERenergie GmbH's contracting partner undertakes to notify said damage to DEGERenergie GmbH without delay.

**Proof**

DEGERenergie GmbH is only obligated to provide liability for defects to the contracting partner if the unit constituting the object of the complaint is returned to DEGERenergie GmbH together with a copy of the invoice issued to the contracting partner. The unit identification plate must be fully legible.

**Conditions**

The defective part is to be returned free of charge to DEGERenergie GmbH in its original packaging or, at the very least, in equivalent transportation packaging.

Insofar as the object of the contract exhibits a defect attributable to DEGERenergie GmbH, DEGERenergie GmbH shall be obligated to repair or exchange the defective part for a new part unless DEGERenergie GmbH is entitled to refuse to remedy the defect under the terms of the law. DEGERenergie GmbH's contracting partner must allow the latter a reasonable period of time in which to remedy the defect.

The repair or replacement of the defective part shall be free of charge for DEGERenergie GmbH's contracting partner.

The DEGERtraker 5000NT can be only started in combination with a suitable wind guard designed to move the solar module area into a horizontal position in the event of stormy weather. The contracting partner must guarantee that the wind guard is in place at all times and functions correctly.

**Exclusion of liability**

DEGERenergie GmbH shall not be liable for additional costs incurred as a result of using higher masts than the standard version of 3,3 m in total, or for damage due to incorrect operation by the contracting partner, in particular by making the module surface area too large.

The respective specifications from the data sheet must be observed. DEGERenergie GmbH cannot accept any liability damage caused by over-dimensioning the module area.

Neither can DEGERenergie GmbH accept liability for consequential damage caused by a defective tracking system.

DEGERenergie GmbH shall not be liable for:

- Defects due to improper use;
- Defects due to the insert of foreign components for example mounting profiles;
- Defects due to changes to the mechanics and/or electronics;
- Defects due to acts of God (lightning, over voltage, storm, fire, etc.);
- Defects due to a bigger modulesurface than calculated with the DEGER dimesioningtool (depends on region, height of the system, etc.);
- Defects due to interventions, changes, or attempted repairs;
- Defects due to non-compliance with the instructions in the assembly and connections guide.

Our General Terms and Conditions for Deliveries and Services shall apply in all other respects, correct as of: September 2005.